

**CITY OF ALBANY
CITY COUNCIL AGENDA
STAFF REPORT**

Agenda Date: July 1, 2024
Reviewed by: NA

SUBJECT: Annual Sidewalk Rehabilitation Program (CIP No. 22000) –
Award of Phase 9 Construction Contract No. C24-24

REPORT BY: James Cirelli, Associate Engineer
Allison Carrillo, CIP Manager
Devora Zauderer, Public Works Program Manager
Mark Hurley, Public Works Director

SUMMARY

The City of Albany’s Annual Sidewalk Rehabilitation Program (CIP No. 22000) was established after the passage of Measure P1 in 2016. The action before the City Council is to award Contract No. C24-24 to Arias Concrete Contractor Inc. (Arias) in the not-to-exceed amount of \$140,750 for construction of Phase 9 of the Sidewalk Rehabilitation Program (Project). An additional budget appropriation of \$50,000 from the Measure P1 Sidewalk Parcel Tax (Fund 1305) is recommended, as remaining program budget appropriations are insufficient to fund the Project.

STAFF RECOMMENDATION

That Council adopt Resolution No. 2024-57:

1. Authorizing the City Manager to award Contract No. C24-24 to Arias for construction of the Project in the not-to-exceed amount of \$140,750; and
2. Appropriating \$50,000 from the Sidewalk Parcel Tax Fund (1305) and adjusting the budget for the Annual Sidewalk Rehabilitation Program (CIP No. 22000) accordingly.

BACKGROUND

In June 2016, the City Council adopted a new Sidewalk Repair Policy and placed a tax measure to fund sidewalk repair and replacement on the ballot. Albany voters approved this tax measure, Measure P1 in the November 2016 General Election, with collection of the tax to run for ten years. The Annual Sidewalk Rehabilitation Program (CIP No. 22000) was concurrently established to formalize this investment into a systematic approach to sidewalk repair in Albany. The Council recently adopted an updated Sidewalk and Pathway Repair Policy on June 17, 2024 in preparation for proposed updates to the Sidewalk Parcel Tax to be included on the November 2024 ballot. The current policy can be found on the City’s [Sidewalk Program webpage](#).

Measure P1 as adopted in 2016 provides funding for repairs and includes a structure for staff to develop prioritization criteria which is then approved by the Transportation Commission. These criteria initially prioritized surveyed sidewalk issues within the Priority Sidewalk Network as identified in the Active Transportation Plan (ATP Network). In December 2020, the Transportation Commission approved modified repair prioritization criteria, where severe sidewalk issues were given higher priority regardless of location, followed by moderate issues within the ATP Network. Updated prioritization criteria were approved again by the Transportation Commission in January 2022. This adjustment to the criteria was driven by a 2021 comprehensive Citywide sidewalk survey, funded using Alameda County Transportation Commission (Alameda CTC) funds, which were used to compile a geographic information system (GIS) database, allowing for an updated data-driven process to scope future repair locations. Phase 5 through Phase 8 prioritized repairs at the most hazardous locations identified from the sidewalk survey. Upon completion of Phase 5 through Phase 8, staff prepared modified repair prioritization criteria for recommendation to the Transportation Commission, which continued to utilize a data-driven process to scope future repair locations. In April 2024, the Transportation Commission approved updated prioritization criteria and recommended that the City Council authorize construction of the Phase 9 Project.

On May 6, 2024, the City Council authorized the City Manager to advertise the Notice Inviting Bids for the Project (Resolution No. 2024-23). The Public Works Department subsequently issued a Notice Inviting Bids, which was twice advertised in the local newspaper, posted on the City website, and distributed to several Bay Area builders' exchanges.

DISCUSSION

On June 12, 2024, the City received and opened four (4) bids for the construction of the Project. The engineer's estimate for this construction work, including contingency, is \$157,000.

The range of the three bids is tabulated below.

BIDDER	BASE BID AMOUNT
FJ&I Engineering Inc.	\$ 138,375
Arias Concrete Contractor Inc.	\$ 140,750
FBD Vanguard Construction Inc.	\$ 204,493
Kerex Engineering	\$ 219,550

The apparent low bidder was FJ&I Engineering (FJ&I) at \$138,375. However, upon review of FJ&I's bid package, the bid package was missing required California Air Resources Board (CARB) compliance certification. CARB compliance documentation, or justification of exemption, was required at time of bid per Contract No. C24-24 Instructions to Bidders §18. As such, FJ&I's bid was rendered non-responsive and Public Works Department staff informed FJ&I of the non-responsive bid on June 13, 2024.

The next lowest apparent bidder, Arias, was found to be responsible and responsive. As per the process described in Albany Municipal Code §13-16, Public Works Department staff recommends that the construction contract be awarded to the lowest responsible bidder, Arias, with a base bid of \$140,750. Complete bid results are shown in Attachment 2.

ENVIRONMENTAL CLEARANCE

This Project is categorically exempt from CEQA (California Environmental Quality Act) pursuant to CEQA Guidelines Section 15301 “Existing Facilities” of the CEQA Guidelines, which exempts the repair, maintenance, and minor alteration of streets, sidewalks, pedestrian crossings, and street trees.

SUSTAINABILITY CONSIDERATIONS

The Project will improve walkability, which is one of the City’s sustainability goals. Sidewalk improvements afford greater mobility by disabled persons, strollers, and able-bodied persons in general. This promotes non-motorized travel, thereby reducing air emissions. The Project also supports goals adopted in the Active Transportation Plan.

SOCIAL EQUITY AND INCLUSIVITY CONSIDERATIONS

The Program has improved sidewalk conditions, upgraded several curb ramps, and improved pedestrian visibility (during Phase 7 comprehensive repairs), all of which enhance accessibility and walkability within the City. Ultimately, these improvements allow for greater pedestrian mobility of all ages and abilities, promoting and supporting active transportation.

FINANCIAL CONSIDERATIONS

The Project is funded as part of the City’s Annual Sidewalk Rehabilitation Program (CIP No. 22000). The current budget for this program was approved by Council as part of the City’s Capital Improvement Program in November 2020 (Resolution No. 2020-108) with additional appropriations from Sidewalk Parcel Tax reserves in April 2023 (Resolution No. 2023-18a) and November 2023 (Resolution No. 2023-73).

The expenditures for the Phase 9 Project are estimated as follows:

Project Expenditure	Cost
Bidding Services (Advertising & Planroom)	\$ 712
Construction (C24-24)	\$ 140,750
Construction Contingency	\$ 10,550
Total Expenditures (Estimated)	\$ 152,012

The currently appropriated budget for the Annual Sidewalk Rehabilitation Program (CIP No. 22000) is as follows:

Funding Source	Appropriations
Measure P1 Sidewalk Parcel Tax (1305)	\$ 1,278,000
Expended (approx.)	\$1,174,000
Remaining (approx.)	\$104,000

As of June 21, 2024, approximately \$1.174 million of the \$1.278 million program budget has been expended or encumbered. The contract recommended for award in this staff report (Arias C24-24 for \$140,750), including contingency, requires an additional appropriation of funds. Staff recommends an additional appropriation of \$50,000 from Sidewalk Parcel Tax reserves to the Sidewalk Program budget.

After the appropriation recommended in this report, the Sidewalk Parcel Tax will have a remaining fund balance of approximately \$150,000. Tax collection will continue at approximately \$220,000 per fiscal year through the sunset date of this measure on December 31, 2026, unless a replacement tax is voted in by the voters at the November 2024 election.

Attachments

1. Resolution No. 2024-57
2. Bid Results & Tabulation for Contract No. C24-24
3. Contract No. C24-24

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WHEREAS, Arias Concrete Contractor Inc. is the lowest responsible and responsive bidder for the construction of Phase 9 of the Sidewalk Rehabilitation Program.

NOW, THEREFORE, BE IT RESOLVED, that the Albany City Council hereby authorizes the City Manager to award Contract No. C24-24 to Arias Concrete Contractor for construction of the Phase 9 Project for the not-to-exceed amount of \$140,750; and

BE IT FURTHER RESOLVED, that the City Council appropriates \$50,000 from the Sidewalk Parcel Tax Fund (1305) and adjusts the budget for the Annual Sidewalk Rehabilitation Program (CIP No. 22000) accordingly.

JOHN MIKI, MAYOR

BID RESULTS

Project: **Sidewalk Rehabilitation Program Phase 9 (Contract #C24-24)**

Bid Opening: **June 12, 2024 at 2:00 PM**

Location: **City Hall, 1000 San Pablo Avenue, Albany, CA 94706**

Staff called for bids and the following were received:

FJ&I Engineering Inc.

\$138,375.00

Arias Concrete Contractor Inc.

\$140,750.00

FBD Vanguard Construction Inc.

\$204,493.00

Kerex Engineering

\$219,550.00

The above results may include errors and/or omissions by the bidder. Bids are referred to staff for review.

No.	Description	Est. Qty.	Unit	Engineer's Estimate		FJ&I Engineering Inc*		Arias Concrete Contractor Inc.		FBD Vanguard Construction Inc.		Kerex Engineering	
				Bid Unit amount	Total Amount	Bid Unit amt.	Total Amount	Bid Unit amt.	Total Amount	Bid Unit amt.	Total Amount	Bid Unit amt.	Total Amount
1	Mobilization	1	LS	\$ 9,600.00	\$ 9,600.00	\$ 6,500.00	\$ 6,500.00	\$ 1,000.00	\$ 1,000.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00
2	Traffic Control	1	LS	\$ 14,200.00	\$ 14,200.00	\$ 15,000.00	\$ 15,000.00	\$ 1,500.00	\$ 1,500.00	\$ 14,743.00	\$ 14,743.00	\$ 15,000.00	\$ 15,000.00
3	Water Pollution Control	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 10,000.00	\$ 10,000.00	\$ 1,300.00	\$ 1,300.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
4	Sidewalk Repair	4,950	SF	\$ 23.00	\$ 113,850.00	\$ 20.00	\$ 99,000.00	\$ 26.50	\$ 131,175.00	\$ 35.00	\$ 173,250.00	\$ 36.00	\$ 178,200.00
5	Driveway Approach Repair	75	SF	\$ 39.00	\$ 2,925.00	\$ 75.00	\$ 5,625.00	\$ 65.00	\$ 4,875.00	\$ 36.00	\$ 2,700.00	\$ 34.00	\$ 2,550.00
6	Sidewalk Removal	90	SF	\$ 15.00	\$ 1,350.00	\$ 25.00	\$ 2,250.00	\$ 10.00	\$ 900.00	\$ 20.00	\$ 1,800.00	\$ 20.00	\$ 1,800.00
TOTAL items 1 -6				\$ 145,925.00		\$ 138,375.00		\$ 140,750.00		\$ 204,493.00		\$ 219,550.00	
				Engineer's Estimate		FJ&I Engineering Inc*		Arias Concrete Contractor Inc.		FBD Vanguard Construction Inc.		Kerex Engineering	

*** APPARENT LOW BIDDER (based on lowest total of base bid)**

Abbreviations: LS = Lump Sum SF = Square Feet

Contract

This public works contract ("Contract") is entered into by and between City of Albany ("City") and **Arias Concrete Contractor Inc.** ("Contractor"), for work on the Sidewalk Rehabilitation Program Phase 9 ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. On _____, 2024, City authorized award of this Contract to Contractor for the amount set forth in Section 4, below.
2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the following:
 - 2.1 Notice Inviting Bids;
 - 2.2 Instructions to Bidders;
 - 2.3 Addenda, if any;
 - 2.4 Bid Proposal and attachments thereto;
 - 2.5 Contract;
 - 2.6 Payment, Performance and Warranty Bonds;
 - 2.7 General Conditions;
 - 2.8 Special Conditions;
 - 2.9 Project Drawings and Specifications;
 - 2.10 Change Orders, if any;
 - 2.11 Notice of Award;
 - 2.12 Notice to Proceed; and
 - 2.13 City of Albany Standard Specifications
 - 2.14 City of Albany Standard Details
3. **Contractor's Obligations.** Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.
4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor **\$140,750.00** ("Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions.
5. **Time for Completion.** Contractor will fully complete the Work for the Project within **65 working days** from the commencement date given in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.
6. **Liquidated Damages.** If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of \$2,000 per day for each day of unexcused delay in completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.

7. Labor Code Compliance.

7.1 General. This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance.

7.2 Prevailing Wages. This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.

7.3 DIR Registration. City may not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work under Labor Code section 1725.5, subject to limited legal exceptions.

8. Workers' Compensation Certification. Under Labor Code section 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code section 3700 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 on this Contract."

9. Conflicts of Interest. Contractor, its employees, Subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or policy or in violation of any California law, including under Government Code section 1090 et seq. and under the Political Reform Act as set forth in Government Code section 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.

10. Independent Contractor. Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from City.

11. Notice. Any notice, billing, or payment required by or pursuant to the Contract Documents must be made in writing, signed, dated and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party must be given as follows:

City:

Dept: Albany City Hall
Address: 1000 San Pablo Avenue
City/State/Zip: Albany, CA 94706
Phone: (510) 528-5710
Attn: Anne Hsu, City Clerk
Email: AHsu@albanyca.org
Copy to: Mark Hurley, Director of Public Works (MHurley@albanyca.org)

Contractor:

Name: **Arias Concrete Contractor Inc.**
Address: **18 Linford Court**
City/State/Zip: **Pittsburg, CA 94565**
Phone: **(925) 446-2492**
Attn: **Alvaro Arias**
Email: alvarorarias@gmail.com
Copy to: _____

12. General Provisions.

- 12.1 Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's and City's lawful heirs, successors and permitted assigns.
- 12.2 Third Party Beneficiaries.** There are no intended third party beneficiaries to this Contract except as expressly provided in the General Conditions or Special Conditions.
- 12.3 Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Superior Court of Alameda County, and no other place.
- 12.4 Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
- 12.5 Integration.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor.
- 12.6 Severability.** If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.
- 12.7 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code section 313.

[Signatures are on the following page.]

The parties agree to this Contract as witnessed by the signatures below:

CITY:

s/ _____

Nicole Almaguer, City Manager

Date: _____

Attest:

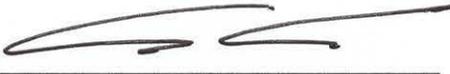
s/ _____

Anne Hsu, City Clerk

Date: _____

CONTRACTOR: Arias Concrete Contractor Inc.

Business Name

s/  _____

Seal:

Alvaro Arias - President

Name/Title

Date: 6/21/2024

Second Signature (See Section 12.7):

s/ _____

Name/Title

Date: _____

CSLB #1075559 Expiration Date: 5/31/2025

Contractor's California License Number(s) and Expiration Date(s)

END OF CONTRACT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  State Farm Oscar Feria Agency 322 N. Azusa Ave Ste 205 La Puente Ca 91744	CONTACT NAME: Gabby Gonzalez PHONE (A/C, No, Ext): 626-962-5700 E-MAIL ADDRESS: Gabby.Gonzalez.YN4M@StateFarm.com	FAX (A/C, No): 626-962-5777	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: State Farm Mutual Automobile Insurance Company	INSURER B:	INSURER C:
	INSURER D:	INSURER E:	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	707 5184-F16-75E 728 8171-C05-75B	06/16/2023 03/05/2024	06/16/2024 09/05/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Albany, including its Council, officials, officers, employees, agents, volunteers and consultants are requesting to be named as Additional Insureds as their interest may appear when required by written contact.

**Certificate and Insurance policies shall include the following clauses: This policy and any coverages shall not be suspended, voided, non renewed, canceled, or reduced in the required limits of liability or amount of insurance coverage.

CERTIFICATE HOLDER**CANCELLATION**

City of Albany 1000 San Pablo Ave Albany CA 94706	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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June 21, 2024

The City of Albany, including its Council, officials, officers, employees,
agents, volunteers and consultants

1000 San Pablo Ave.
Albany CA 94706

RE: Arias Concrete Contractor Inc.

POLICY NUMBER 707 5184-F16-75E
728 8171-C05-75B

COVERAGES

18 Linford Ct.
Pittsburg, CA 94565

A 1000

ADDITIONAL INSURED'S NOTICE OF COVERAGES

POLICY EFFECTIVE 06/21/2024 until terminated.

This policy shown above includes the following additional insured endorsement and identifies your third party's interest in the described vehicle to the extent of the insurance provided and subject to all policy provision.

6028BU - ADDITIONAL INSURED

This policy also includes the following Waiver of Subrogation endorsement:

6196AA - WAIVER OF SUBROGATION

The third party will be given 10 days' notice if the policy is terminated. Until such notice is provided, it shall be presumed that the required Renewal premium have been paid.

You must notify us within 10 days of any changes of interest or ownership coming to your attention. Failure to do so will render this policy null and void.

Underwriting Department
State Farm Mutual Automobile Insurance Company

Cc: Oscar Feria, 098375

6028BU ADDITIONAL INSURED (Prior Notice of Termination)

This endorsement is a part of the policy. Except for the changes this endorsement makes, all other provisions of the policy remain the same and apply to this endorsement.

1. A person or organization shown on the Declarations Page Liability Coverage, but only to the extent that person as defined in Liability Coverage.
2. An Additional Insured has the same right of recovery under Liability Coverage as if they had not been shown on the Declarations Page as an Additional Insured.
3. If Liability Coverage is changed or terminated as to the interest of the Additional Insured, unless another number of days notice is shown on the Declarations Page, we will provide the Additional Insured:
 - a. 10 days notice of such change or termination if the policy is nonrenewed or the cancellation is for nonpayment of premium; and
 - b. 20 days notice of such change or termination if the cancellation is for any reason other than nonpayment of premium.

6196AA WAIVER OF SUBROGATION UNDER THE LIABILITY COVERAGE

This endorsement is a part of the policy. Except for the changes this endorsement makes, all other provisions of the policy remain the same and apply to this endorsement.

It is agreed that *we* have no right of subrogation under Liability Coverage against the *person* or organization whose name is shown immediately following the title of this endorsement on the Declarations Page to the extent that *you* have waived *your* legal right to recover from that *person* or organization pursuant to a written contract *you* had duly executed with that *person* or organization prior to the accident or loss.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER OnMarket Insurance Associates 1857 Market Street San Francisco CA 94103	CONTACT NAME: Marat Udler PHONE (A/C No. Ext): 415-487-1800 E-MAIL ADDRESS: admin@onmarketins.com		FAX (A/C, No): 415-487-1810
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Arias Concrete Contractor 18 Linford Court Pittsburg CA 94565	ARIACON-01	INSURER A : United National Insurance Company	
		INSURER B : Kinsale Insurance Co	
		INSURER C : Accredited Surety and Casualty Co Inc.	
		INSURER D :	
		INSURER E :	
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 2018512674

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CSC0000660	11/23/2023	11/23/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			0100267495-0	11/3/2023	11/23/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	1AGCA16007797-0	11/23/2023	11/23/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City, including its Council, officials, officers, employees, agents, volunteers and consultants (collectively, "Additional Insured") are included as an additional insured for all liability arising out of the operations by or on behalf of the named insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Albany 1000 San Pablo Avenue Albany CA 94706	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization to whom the Named Insured has agreed by a fully executed written contract that such person or organization be added as an Additional Insured, but only with respect to operations performed by or on behalf of the Named Insured and only with respect to occurrences subsequent to the making of such fully executed written contract otherwise covered by this insurance	Where specified by fully executed written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization to whom the Named Insured has agreed by a fully executed written contract that such person or organization be added as an Additional Insured for Completed Operations Coverage, but only with respect to operations performed by or on behalf of the Named Insured and only with respect to occurrences subsequent to the making of such fully executed written contract otherwise covered by this insurance.	Where specified by fully executed written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
PART LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

This endorsement, effective: 11/23/2023
(at 12:01 A.M. standard time at the address of the Named Insured as showing in the
Declarations) forms a part of Policy No: CSC0000660
Issued to: Arias Concrete Contractor
By: United National Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

The following is added to **SECTION IV-CONDITIONS**, Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" and included in the "products completed operations hazard" provided you have agreed to do so in writing in a contract or agreement with that person or organization.

All other terms and conditions of the policy apply.

Payment Bond

City of Albany ("City") and Arias Concrete Contractor Inc ("Contractor") have entered into a contract, dated _____, 2024 ("Contract") for work on the Sidewalk Rehabilitation Program Phase 9 ("Project"). The Contract is incorporated by reference into this Payment Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and Philadelphia Indemnity Insurance Company its surety ("Surety"), are bound to City as obligee in an amount not less than \$ 140,750.00, under California Civil Code sections 9550, et seq.
2. **Surety's Obligation.** If Contractor or any of its Subcontractors fails to pay a person authorized in California Civil Code section 9100 to assert a claim against a payment bond, any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor and its Subcontractors under California Unemployment Insurance Code section 13020 with respect to the work and labor, then Surety will pay the obligation.
3. **Beneficiaries.** This Bond inures to the benefit of any of the persons named in California Civil Code section 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Bond. Contractor must promptly provide a copy of this Bond upon request by any person with legal rights under this Bond.
4. **Duration.** If Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the Work required by the Contract, in conformance with the time requirements set forth in the Contract and as required by California law, Surety's obligations under this Bond will be null and void. Otherwise, Surety's obligations will remain in full force and effect.
5. **Waivers.** Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of the Work under the Contract. Surety waives the provisions of Civil Code sections 2819 and 2845. City waives the requirement of a new bond for any supplemental contract under Civil Code section 9550. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: Nathan Miller
 Address: 2601 Market Place, Suite 300
 City/State/Zip: Harrisburg, PA 17110
 Phone: 717-540-2833
 Fax: N/A
 Email: Nathan.Miller@phly.com

6. **Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court of the County in which the Project is located, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

7. **Effective Date; Execution.** This Bond is entered into and is effective on June 21, 2024. Three identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

SURETY: Philadelphia Indemnity Insurance Company
Business Name

s/ Heidi R Brutko

Heidi R. Brutko, Attorney-in-Fact
Name/Title

(Acknowledgment with Surety's Notary Seal and Surety's Power of Attorney must be attached.)

CONTRACTOR: Arias Concrete Contractor Inc
Business Name

s/ [Signature]

Alvaro Arias - President
Name/Title

s/ _____

Name/Title

APPROVED BY CITY:

s/ _____

Name/Title

END OF PAYMENT BOND

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint, **Nathan Miller, Sandra Hartzell, Michelle Bennett, Brandy Prinz, Heidi R. Brutko, Tabatha Kepner or Chris Papke of Philadelphia Indemnity Insurance Company** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

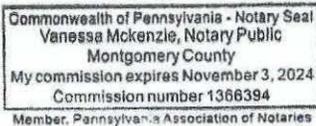


(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

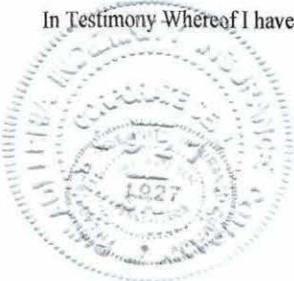
Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 21st day of June, 2024



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

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~~ Pennsylvania)
County of Dauphin)

On June 21, 2024 before me, Tabbatha Kepner,
Date Here Insert Name and Title of the Officer

personally appeared Heidi R. Brutko
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.

Commonwealth of Pennsylvania - Notary Seal
Tabbatha Kepner, Notary Public
Dauphin County
My commission expires April 12, 2026
Commission number 1411677

Signature *Tabbatha Kepner*
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: _____

Performance Bond

City of Albany ("City") and Arias Concrete Contractor Inc ("Contractor") have entered into a contract, dated _____, 2024 ("Contract") for work on the Sidewalk Rehabilitation Program Phase 9 ("Project"). The Contract is incorporated by reference into this Performance Bond ("Bond").

1. **General.** Under this Bond, Contractor as Principal and Philadelphia Indemnity Insurance Company its surety ("Surety"), are bound to City as obligee for an amount not less than \$ 140,750.00. By executing this Bond, Contractor and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, to the provisions of this Bond.
2. **Surety's Obligations.** If Contractor fully performs its obligations under the Contract, including its warranty obligations under the Contract, and Contractor has timely provided a warranty bond as required under the Contract, Surety's obligations under this Bond will become null and void upon City's acceptance of the Project, excluding any exceptions to acceptance, if any. Otherwise, Surety's obligations will remain in full force and effect until expiration of the one year warranty period under the Contract.
3. **Waiver.** Surety waives any requirement to be notified of and further consents to any alterations to the Contract made under the applicable provisions of the Contract Documents, including changes to the scope of Work or extensions of time for performance of Work under the Contract. Surety waives the provisions of Civil Code sections 2819 and 2845.
4. **Application of Contract Balance.** Upon making a demand on this Bond, City will make the Contract Balance available to Surety for completion of the Work under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by City to Contractor as the Contract Price minus amounts already paid to Contractor, and minus any liquidated damages, credits, or backcharges to which City is entitled under the terms of the Contract.
5. **Contractor Default.** Upon written notification from City that Contractor is in default under Article 13 of the Contract General Conditions, time being of the essence, Surety must act within the time specified in Article 13 to remedy the default through one of the following courses of action:
 - 5.1 Arrange for completion of the Work under the Contract by Contractor, with City's consent, but only if Contractor is in default solely due to its financial inability to complete the Work;
 - 5.2 Arrange for completion of the Work under the Contract by a qualified contractor acceptable to City, and secured by performance and payment bonds issued by an admitted surety as required by the Contract Documents, at Surety's expense; or
 - 5.3 Waive its right to complete the Work under the Contract and reimburse City the amount of City's costs to have the remaining Work completed.
6. **Surety Default.** If Surety defaults on its obligations under the Bond, City will be entitled to recover all costs it incurs due to Surety's default, including legal, design professional, or delay costs.

7. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and sent to Surety as follows:

Attn: Nathan Miller
Address: 2601 Market Place, Suite 300
City/State/Zip: Harrisburg, PA 17110
Phone: 717-540-2833
Fax: N/A
Email: Nathan.Miller@phly.com

8. **Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court for the County in which the Project is located, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

9. **Effective Date; Execution.** This Bond is entered into and effective on June 21, 2024. Three identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

SURETY: Philadelphia Indemnity Insurance Company
Business Name

s/ Heidi R Brutko

Heidi R. Brutko, Attorney-in-Fact
Name/Title

(Acknowledgment with Notary Seal for Surety and Surety's Power of Attorney must be attached.)

CONTRACTOR: Arias Concrete Contractor Inc
Business Name

s/ [Signature]

Alvaro Arias - President
Name/Title

s/ _____

Name/Title

APPROVED BY CITY:

s/ _____

Name/Title

END OF PERFORMANCE BOND

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint, **Nathan Miller, Sandra Hartzell, Michelle Bennett, Brandy Prinz, Heidi R. Brutko, Tabbatha Kepner or Chris Papke of Philadelphia Indemnity Insurance Company** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

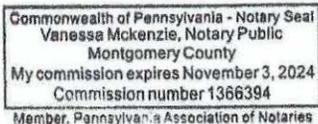


(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

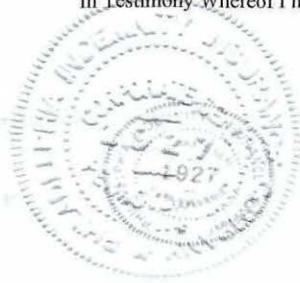
Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 21st day of June, 2024



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

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~~ Pennsylvania)
County of Dauphin)

On June 21, 2024 before me, Tabbatha Kepner,
Date Here Insert Name and Title of the Officer

personally appeared Heidi R. Brutko
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.

Commonwealth of Pennsylvania - Notary Seal
Tabbatha Kepner, Notary Public
Dauphin County
My commission expires April 12, 2026
Commission number 1411677

Signature Tabbatha Kepner
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: _____

Warranty Bond

City of Albany ("City") and Arias Concrete Contractor Inc. ("Contractor") have entered into a contract, dated _____, 2024 ("Contract") for work on the Sidewalk Rehabilitation Program Phase 9 ("Project"). The Contract is incorporated by reference into this Warranty Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and Philadelphia Indemnity Insurance Company, its surety ("Surety"), are bound to City as obligee in the maximum amount of 15% of the final Contract Price, unless otherwise specified in the Contract Documents.
2. **Warranty Period.** The Contract requires Contractor to guarantee its work and that of its Subcontractors on the Project, against defects in materials or workmanship which are discovered during the one-year period commencing with City's acceptance of the Project ("Warranty Period").
3. **Surety's Obligations.** If Contractor faithfully carries out and performs its guarantee under the Contract, and, on due notice from City, repairs and remedies, at its sole expense, any and all defects in materials and workmanship in the Project which are discovered during the Warranty Period, or if Contractor promptly reimburses City for all loss and damage that City sustains because of Contractor's failure to makes such repairs in accordance with the Contract requirements, then Surety's obligations under this Bond will be null and void. Otherwise, Surety's obligations will remain in full force and effect.
4. **Waiver.** Surety waives the provisions of Civil Code sections 2819 and 2845.
5. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: Nathan Miller
Address: 2601 Market Place, Suite 300
City/State/Zip: Harrisburg, PA 17110
Phone: 717-540-2833
Fax: N/A
Email: Nathan.Miller@phly.com

6. **Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court for the County in which the Project is located, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.
7. **Effective Date; Execution.** This Bond is entered into and is effective on June 21, 2024. Three identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

[Signatures are on the following page.]

SURETY: Philadelphia Indemnity Insurance Company

Business Name

s/

Heidi R Brutko

Heidi R. Brutko, Attorney-in-Fact

Name/Title

(Acknowledgment with Notary Seal for Surety and Surety's Power of Attorney must be attached.)

CONTRACTOR: Arias Concrete Contractor Inc

Business Name

s/

[Signature]

Alvaro Arias - President

Name/Title

s/

Name/Title

APPROVED BY CITY:

s/

Name/Title

END OF WARRANTY BOND

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint, **Nathan Miller, Sandra Hartzell, Michelle Bennett, Brandy Prinz, Heidi R. Brutko, Tabatha Kepner or Chris Papke of Philadelphia Indemnity Insurance Company** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

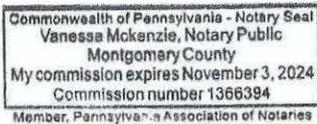


(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 21st day of June, 2024

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



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~~ Pennsylvania)
County of Dauphin)

On June 21, 2024 before me, Tabbatha Kepner,
Date Here Insert Name and Title of the Officer

personally appeared Heidi R. Brutko
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.

Commonwealth of Pennsylvania - Notary Seal
Tabbatha Kepner, Notary Public
Dauphin County
My commission expires April 12, 2026
Commission number 1411677

Signature *Tabbatha Kepner*
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: _____



2024

Confirmation # A4VQ551C2F

Albany Application For Business License

Avenu Account # 000000
 Company Name Arias Concrete Contractor Inc
 Trade Name ARIAS CONCRETE CONTRACTOR INC
 Location Name ARIAS CONCRETE CONTRACTOR INC

New/Renewal New
 Start/Moved Date 06/21/2024

Mailing Address 18 Linford Court Pittsburg, CA 94565
 Physical Address 18 Linford Court Pittsburg, CA 94565

Business Description

Concrete Contractor.

Section	Item Type	Gross Sales	Start Date	End Date	Units	Cert #	Base Fee	Add. Fee	Total Fee	LF Penalty*
6-00	CONTRACTORS OUTSIDE CITY LIMITS QUARTERLY		6/21/2024	9/19/2024	1		\$115.00	\$0.00	\$115.00	\$0.00
10-00	CA SENATE FEE (SENATE BILL 1186)				0		\$4.00	\$0.00	\$4.00	\$0.00

**** REQUIRED CITY APPROVAL ****
NEW BUSINESSES ONLY

Total Fee:	\$119.00
Issuance Fee:	\$18.00
*Late Filing Penalty:	\$0.00
Subtotal:	\$137.00
Available Credit:	\$0.00
Convenience Fee/Surcharge:	\$0.00
Total Remitted:	\$137.00
Payment Type:	Checking/Savings

Certain license types require additional documentation such as certification from a regulatory board or agency. During your online filing process, you may have been prompted to acknowledge certification requirements. This is an indication that you are required to submit to Avenu a copy of your certification. You may fax a copy of your certification to (855) 219-4338 Attn: BL Department, or you may scan and email a copy of your certification to touniblsupport@avenuinsights.com. If you are unable to email or fax this information, you can mail a copy of the certification to Avenu; Attn: BL Dept; 373 E Shaw Ave #367; Fresno, CA 93710. Be sure that you indicate on your correspondence your Avenu Account Number; this is also referred to as a Filing Authority Account Number. This number is needed in order to assure that your information gets applied to your license. Your requested license will not be issued until the required documentation has been received by Avenu. For questions regarding these requirements, please contact Avenu at (866) 240-3665.

The confirmation number listed confirms only that you have successfully submitted your tax filing and payment information through this website. The confirmation number does not in any way confirm that your payment has been accepted or that the checking account information / credit card account information submitted is valid. If your payment does not process successfully, you will be contacted by the appropriate filing authority. If you have any questions regarding your filing and/or payment history, please contact Avenu at (866) 240-3665.

I HEREBY SWEAR UNDER PENALTY OF PERJURY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I HEREBY SWEAR THAT THE AMOUNT OF SALES OR RECEIPTS OR NUMBER OF UNITS AS REQUIRED FOR DISCLOSURE IN ORDER TO OBTAIN A BUSINESS LICENSE HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE IS TRUE, CORRECT AND COMPLETE. I UNDERSTAND ISSUANCE OF LICENSE DOES NOT PERMIT BUSINESS OPERATION UNLESS BUSINESS IS PROPERLY ZONED AND/OR IN COMPLIANCE WITH ALL APPLICABLE LAWS/RULES.

As the preparer of this return, I have authorized payment via the payment type listed above and have accepted the convenience fees/surcharge amount charged as applicable.

Signed: _____ Date Filed: 6/21/2024 Title: President

Print Name: Alvaro Arias Phone: 925-446-2492

On September 19, 2012, Governor Brown signed Senate Bill 1186 (SB 1186) into law. SB 1186 is intended to increase disability access, encourage compliance with construction-related accessibility requirements, develop education resources for businesses, and facilitate compliance with Federal and State disability laws. From January 1, 2013, and until December 31, 2017, cities and counties were required to collect a State mandated fee of \$1.00 from "any applicant for a local business license or equivalent instrument or permit, and from any applicant for the renewal of a business license or equivalent instrument or permit." Assembly Bill 1379 was passed on October 11, 2017 which extends the assessment of the fee indefinitely and also the State mandated fee from \$1.00 to \$4.00 from January 1, 2018 until December 31, 2023. The City is required by law to inform you of the following:

Under Federal and State law, compliance with disability access laws is a serious and significant responsibility that applies to all California building owners and tenants with buildings open to the public. You may obtain information about your legal obligations and how to comply with disability access laws at the following agencies:

- The Division of the State Architect at www.dgs.ca.gov/dsa/Home.aspx
- The Department of Rehabilitation at www.rehab.cahwnet.gov
- The California Commission on Disability Access at www.cdda.ca.gov