



City of Emeryville

CALIFORNIA

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT ("Contract") is effective as of _____ (the "Effective Date"), by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **LOS LOZA, INC** ("Contractor"), individually referred to as a "Party" and collectively as the "Parties".

WITNESSETH THAT

WHEREAS, the Director of Public Works is authorized to solicit public bids for **2025 Emeryville Urban Tree Planting Project, Project No. EPW-24251004, CIP No. URG-04**; and

WHEREAS, the City has conducted a public bidding procedure in compliance with all applicable laws; and

WHEREAS, Contractor submitted the lowest responsible bid; and

WHEREAS, the City has determined that the Contractor is qualified by training and experience to render such services; and

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

1. CONTRACT DOCUMENTS

The following documents, including their respective exhibits and addenda (collectively "**Contract Documents**"), are by this reference incorporated in and made a part of this Contract in the following order of precedence:

☒ **Construction Contract**

☒ **Exhibit A –**

- ☐ Addenda to Project Specifications
- ☐ Project Specifications
- ☐ Addenda to Project Plans
- ☐ Project Plans
- ☐ Contractor's Bid and Proposal (as accepted by City)

☒ **Exhibit B – Contract Insurance Requirements**

☐ **Exhibit C – City Supplemental Terms and Conditions**

☐ **Exhibit D – Required Bond Documents**

FOR CITY USE ONLY			
Contract No.		CIP No.	
Resolution No.		Project No.	

City of Emeryville | Construction Contract
REV06/2025

- **Attachment A** – City of Emeryville Standard Specifications (online only)
<http://www.ci.emeryville.ca.us/132/City-Standards>
<http://www.ci.emeryville.ca.us/348/City-Standard-Specifications>
- **Attachment B** – State of California Department of Transportation Standard Plans (online only)
<http://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications>
- **Attachment C** – State of California Department of Transportation Standard Specifications (online only)
<http://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications>

Any and all future amendments to this Contract will be incorporated as Construction Contract Amendments as needed.

2. SCOPE OF WORK

In conformance with the Contract Documents, Contractor will furnish, all labor, materials, equipment, incidentals, transportation, and disposal for services required in order to perform and complete the Project.

3. PRICE

The total amount to be paid under this Contract for all of the work set forth in Section 2 above is exceed **SEVEN HUNDRED TWELVE THOUSAND, ONE HUNDRED THIRTY DOLLARS AND NO CENTS (\$712,130.00)** ("Total Contract Price"). This price includes all costs for labor, materials, tools, equipment, services, warranty, taxes, insurance, overhead, profit and all other costs necessary to perform the work in accordance with this Contract.

4. TIME FOR COMPLETION

After the Contract has been executed by City, Contractor shall begin work within **seven (7) calendar days** after the effective date of the Notice to Proceed issued by City and shall diligently prosecute the work to completion within **ninety (90) working days** from the effective date of the Notice to Proceed. Liquidated Damages in the Amount of **\$1,500 per calendar day** will be assessed for failure to complete the contract work within the number of workdays specified.

5. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless City and City's members, officers, agents, employees and volunteers, from and against any and all claims, losses, liabilities of every kind, nature and description, damages, injury (including without limitation injury to or death of an employee of Contractor or subcontractors as well as any claim by any employee, agent, Contractor or independent contractor hired or employed by Contractor that such persons or individuals are entitled to any benefit otherwise provided to employees of the City,

including coverage under the California Public Employee Retirement System), costs and expenses of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses, and fees of expert contractors or expert witnesses incurred in connection therewith and the costs of investigation, arising out of, pertaining to, or relating to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Contractor, any subcontractor, anyone directly or indirectly employed by them or anyone that they control. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor. This obligation to indemnify and defend the City, its members, officers, agents, employees and volunteers shall survive termination of this Contract. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the City or the City's agents, servants, or independent contractors who are directly responsible to the City, or for defects in design furnished by those persons

6. INSURANCE

Contractor shall not commence Services under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under **Exhibit B**, attached hereto and incorporated herein by this reference. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under **Exhibit B**. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause.

7. NO WAIVER

Failure of City to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies or to properly notify Contractor in the event of breach, or the acceptance of or payment for any good hereunder, shall not release Contractor of any of the warranties or obligations of this Contract and shall not be deemed a waiver of any right of City to insist upon strict performance hereof.

8. NOTICES

Any notice required to be given by this Contract will be in writing and deemed effective upon personal delivery, or 1 business day after being sent via registered or certified mail return receipt requested or by overnight commercial courier providing next business day delivery and addressed to the following respective parties:

City of Emeryville | Construction Contract
REV06/2025

CITY	CONTRACTOR
<p>Mohamed Alaoui, Director of Public Works 1333 Park Avenue Emeryville, California 94608 Phone No: 510-596-4300 E-Mail : Mohamed.alaoui@emeryville.org</p> <p><i>with a copy to:</i> Matt Anderson, Environmental Programs Supervisor 1333 Park Avenue Emeryville, California 94608 Phone No: 510-596-3795 E-Mail : manderson@emeryville.org</p>	<p>Jorge Loza, President 810 Hampton Road Hayward, CA, 94541 Phone No: 510-520-2657 E-Mail : loslozalandscape@yahoo.com</p>

9. ENTIRE CONTRACT

This Contract contains the entire agreement of the parties with respect to the subject matter of this Contract. Any modifications to this Contract shall be in writing.

10. AUTHORITY TO CONTRACT

Contractor covenants and declares that it has obtained all necessary approvals to bind Contractor to this Contract and that the representative signing the Contract is authorized to do so.

SIGNATURES ON FOLLOWING PAGE

11. SIGNATURE PAGE TO CONSTRUCTION CONTRACT

IN WITNESS WHEREOF the City and the Contractor have executed this Contract, which shall become effective as of the date first written above.

Approved As To Form:

DocuSigned by:
John Kennedy
2C334D02DB55407...
City Attorney

Dated: CITY OF EMERYVILLE

LaTanya Bellow, City Manager

Dated: LOS LOZA, INC.

07/01/2025

Signed by:
Jorge Loza, President
96B42A455E8B46C...
Jorge Loza, President (Signature)

Exhibit A

PART A

BID DOCUMENTS

FOR

2025 URBAN TREE PLANTING PROJECT

PROJECT NO. EPW-24251004

SECTION 1

BIDDER'S CHECKLIST

All items on the Bidder's Checklist should be checked next to each item and must be initialed and dated at the bottom for the Proposal to be considered complete. The City of Emeryville reserves the right to award a Contract in a manner and on the basis which will best serve the City.

The Bidders' attention is specifically called to the following forms which must be executed in full as required:

1. (a) Bid Sheets ☒

The Base Bid Price, Add Alternate Price and Total Bid Price must be shown in the space on the Bid Proposal form provided.

(b) Bid Proposal Form ☒

A Bid Proposal form must be filled in, signed and submitted for the Bid Documents to be considered complete.

2. Bidder's Bond (Accompanying Bid) ☒

If not otherwise providing cash, cashier's check or certified check with its Bid Proposal as its bid guaranty, a Bidder's Bond form must be filled out, signed, and submitted with the Bid Proposal for the Bid Documents to be considered complete. The surety's power of attorney must be attached. Original signatures are required.

3. Non-Collusion Declaration ☒

A Non-Collusion Declaration form must be filled out, signed, and submitted with the Bid Proposal for the Bid Documents to be considered complete.

4. Subcontractors List ☒

A Subcontractors List form must be filled out and submitted with the Bid Proposal for the Bid Documents to be considered complete.

5. Workers Compensation Certificate ☒

The Bidder acknowledges that he/she must sign and attach any applicable Workers Compensation Certificate to the Bid Proposal.

6. Waste Management Plan ☒

Applicant is notified of need to prepare a Waste Management Plan as a project submittal. On-line system is available at www.emeryville.wastetracking.com/#
Check here signifies awareness of and intent to prepare, if awarded a contract.

7. Bond Requirements ☒

The Bidder understands that a performance bond issued by an approved surety equaling one hundred percent (100%) of the Total Contract Price amount will be required. A payment bond equaling one hundred percent (100%) of the Total Contract Price amount will also be required.

8. Addenda ☒

The Bidder acknowledges that he/she must sign and attach any applicable addenda to the Bid Proposal for the Bid Documents to be considered complete.

Initial: J.L. Date: 6/18/2025

SECTION 2

Not Used

SECTION 3

PROPOSAL

To the Honorable City Council of the City of Emeryville, Alameda County, California.

2025 URBAN TREE PLANTING PROJECT

PROJECT NO. EPW-24251004

Name of Bidder LOS LOZA INC

Street Address 810 HAMPTON RD

City, State, Zip Code HAYWARD, CA 94541

Telephone No. 510-520-2657

Email Address loslozalandscape@yahoo.com

FOR USE WITH THE FOLLOWING:

1. The State of California Department of Transportation Standard Specifications, 2015, and the State of California Department of Transportation Standard Plans, 2015.

The Contract Drawings are generally titled **2025 URBAN TREE PLANTING PROJECT, PROJECT NO. EPW-24251004.**

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items.

The Bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between item price and the total set forth for the item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "Item Total" column, then the amount set forth in the "Item Total" column for the item shall prevail in accordance with the following:

PROPOSAL (CONT.)

Project No. EPW-24251004

- (1) As to lump sum items, the amount set forth in the "Item Total" column shall be the item price.
- (2) As the unit basis items, the amount set forth in the "Item Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

If this proposal shall be accepted and the undersigned shall fail to enter into the Contract and furnish the two (2) bonds in the sums to be determined as aforesaid with surety satisfactory to the Department of Public Works and provide the appropriate insurance certificates within ten (10) calendar days after the Bidder has received notice from the City Engineer that the Contract has been awarded, the City may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of Emeryville. If the deadline to perform any act shall fall on a Saturday, Sunday or legal holiday of the City, then the deadline to perform said act shall fall on the next regular business day.

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firms, or corporation and in submitting this proposal, the undersigned Bidder agrees that he has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the plans and specifications therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the City of Emeryville in the form of a copy of the Contract annexed hereto to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the City Engineer as therein set forth, and that he will take in full payment therefore the following item prices to wit:

BID SHEET

Project No. EPW-24251004

Contractor: **LOS LOZA INC****URBAN TREE PLANTING PROJECT**

EMERYVILLE, CALIFORNIA

Date: **6/18/2025**

Plan Nos.: EPW-24251004

Amount rounded to Nearest: \$.01

No.	CONTRACT BID ITEMS	Quantity	Unit	Unit Price	Total
1	Supplemental Work	75,000	EA	\$1.00	\$75,000.00
2	Mobilization	1	LS	\$25,000.00	\$25,000.00
3	Prepare, Implement and Maintain Water Pollution Control Plan (WPCP)	1	LS	\$25,000.00	\$25,000.00
4	Traffic Control System	1	LS	\$25,000.00	\$25,000.00
Prepare Tree Planting Site, Install New Street Tree and Paving					
5	(S) Tree Site 20: 6430 Shellmound	1	LS	\$6,500.00	\$6,500.00
6	(S) Tree Site 63: 1000 47th Street	1	LS	\$6,500.00	\$6,500.00
7	(S) Tree Site 65: 1027 47th Street	1	LS	\$11,700.00	\$11,700.00
8	(S) Tree Site 66: 1036 47th Street	1	LS	\$10,500.00	\$10,500.00
9	(S) Tree Site 67: 1039 47th Street	1	LS	\$11,700.00	\$11,700.00
10	(S) Tree Site 68: 1042 47th Street	1	LS	\$10,500.00	\$10,500.00
11	(S) Tree Site 77: 1068 47th Street	1	LS	\$11,900.00	\$11,900.00
12	(S) Tree Site 83: 1021 44th Street	1	LS	\$10,900.00	\$10,900.00
13	(S) Tree Site 89: 4379 Adeline Street	1	LS	\$11,000.00	\$11,000.00
14	(S) Tree Site 90: 4385 Adeline Street	1	LS	\$12,900.00	\$12,900.00
15	(S) Tree Site 92: 4318 Essex Street	1	LS	\$10,900.00	\$10,900.00
16	(S) Tree Site 93: 1045 45th Street	1	LS	\$10,900.00	\$10,900.00
17	(S) Tree Site 94: 1031 45th Street	1	LS	\$12,800.00	\$12,800.00
18	(S) Tree Site 96: 1075 45th Street	1	LS	\$13,900.00	\$13,900.00
19	(S) Tree Site 102: 4210 Adeline Street	1	LS	\$13,000.00	\$13,000.00
20	(S) Tree Site 104: 4310 Adeline Street	1	LS	\$11,900.00	\$11,900.00
21	(S) Tree Site 105: 1058 Salem Street	1	LS	\$9,800.00	\$9,800.00
22	(S) Tree Site 108: 4308 Salem Street	1	LS	\$10,000.00	\$10,000.00
23	(S) Tree Site 110: 4300 San Pablo Avenue	1	LS	\$7,000.00	\$7,000.00
24	(S) Tree Site 112: 4308 Salem Street	1	LS	\$11,900.00	\$11,900.00
25	(S) Tree Site 113: 4320 Salem Street	1	LS	\$9,900.00	\$9,900.00
26	(S) Tree Site 158: 1031 45th Street	1	LS	\$15,900.00	\$15,900.00
27	(S) Tree Site 159: across from 1097 45th Street	1	LS	\$14,500.00	\$14,500.00
28	(S) Tree Site 84: 1026 45th Street	1	LS	\$10,400.00	\$10,400.00
29	(S) Tree Site 95: 1070 45th Street	1	LS	\$11,730.00	\$11,730.00
30	(S) Prepare Tree Planting Site, Install New Marina Trees	100	EA	\$1,400.00	\$140,000.00
31	(S) Tree Rod Staking, per Detail 4/Sheet LP503	5	EA	\$700.00	\$3,500.00
32	(S) Tree Protection Staking, per Detail 7/Sheet LP502	100	EA	\$600.00	\$60,000.00
33	(S) Plant Establishment and Tree Maintenance (Six Month Period)	4	EA	\$20,000.00	\$80,000.00
Note: "(S)" adjacent to a Contract bid item designates a "Specialty Item"					
TOTAL BID AMOUNT					\$712,130.00

LOS LOZA INC

Bidder

EPW-24251004

A-6

5/29/2025

PROPOSAL (CONT.) Project No. EPW-24251004

Accompanying this proposal is BIDDERS BOND
(Notice: insert the words CASH (\$), CASHIER'S CHECK, CERTIFIED CHECK, OR BIDDERS BOND)

in an amount equal to at least ten percent of the total of the Total Bid Price.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if Bidder or other interested person is an individual, state first and last names in full.

Corporation Name: Los Loza Inc

President, Secretary, Treasurer, and Manager: Jorge Loza

Licensed in accordance with an act providing for the registration of Contractors:

Contractor: License No. 985575

Licensee Name Los Loza Inc

License Qualifier Jorge Loza

Date Issued 7/27/2013

Other License Classifications Hazardous Substances Removal: License No 937674

Licensee Name (May be Subcontractor) KM 106 CONSTRUCTION INC

License Qualifier Aaron Ramirez

Date Issued 9/14/2009

DIR Registration Number 1000707281

PROPOSAL (CONT.) Project No. EPW-24251004

ADDENDA This Proposal is submitted with respect to the changes to the contract included in addenda numbers N/A (Fill in any addenda numbers if addenda have been received.)

By my signature on this proposal, I certify, under penalty of perjury, under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Section 10162, 10232 and 10285.1 are true and correct and that the Bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal, I further certify, under penalty of perjury, under the laws of the State of California, that the Non-Collusion Affidavit required by Public Contract Code Section 7106 is true and correct.

SIGN HERE>>>

by: Torin Loze

its: PRESIDENT

Date: 6/18/2025

END OF PROPOSAL

SECTION 4

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That Los Loza, Inc., as Principal, and The Ohio Casualty Insurance Company, as Surety, are held and firmly bound unto the City of Emeryville, a municipal corporation located in Alameda County, State of California (hereinafter "City"), in the sum of (\$) Ten percent (10%) of the amount bid, being at least ten percent (10%) of the total amount of the Grand Total Bid Price, for the payment of which sum in lawful money of the United States of America to the City of Emeryville we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted said bid to the City for the **2025 URBAN TREE PLANTING, PROJECT NO. EPW-24251004**. ("Project");

NOW, THEREFORE, the condition of the above obligation is such that if a Contract is awarded by the City within the time and in the manner required by the specifications for the Project, and a written Contract is entered into with the City and the requisite bond or bonds and insurance certificates are furnished, then this obligation shall become null and void, otherwise to remain in full force and effect for ninety (90) days following the public opening of bids for this solicitation.

In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorneys fee to be fixed by the Court.

Dated June 12th, 2025.

TO BE CONSIDERED COMPLETE,
BOTH THE PRINCIPAL AND
SURETY MUST SIGN THIS
BIDDER'S BOND. IN ADDITION,
THE SURETY'S SIGNATURE MUST
BE NOTARIZED AND
THE SURETY'S POWER OF ATTORNEY
MUST BE ATTACHED. ORIGINAL
SIGNATURES ARE REQUIRED

Los Loza, Inc.
Principal

By: Torres Loza

The Ohio Casualty Insurance Company
Surety

By: Jocelyn Y. Quirt

Jocelyn Y. Quirt, Attorney-in-Fact

1340 Treat Blvd., Suite 400, Walnut Creek, CA 94597

Address of Surety

NOTARIAL ACKNOWLEDGMENT ATTACHED FOR SURETY'S SIGNATURE

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF ALAMEDA

}
SS

On _____, 20__ before me, _____,
Notary Public, _____ personally appeared

_____, 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: _____

(Seal Above)

END OF BIDDERS BOND

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 Calaveras

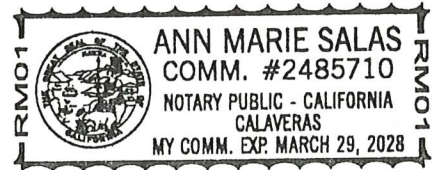
On June 12, 2025 before me, Ann Marie Salas, Notary Public
(insert name and title of the officer)

personally appeared Jocelyn Y. Quirt,
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 Ann Marie Salas (Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205713-969762**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jocelyn Y. Quirt

all of the city of Valley Springs state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of June, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 7th day of June, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of June, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

SECTION 5

NON-COLLUSION DECLARATION

The undersigned declares:

I am the PRESIDENT of LOS LOZA INC, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct.

Executed on JUNE 18, 2025

LOS LOZA INC

Legal Company Name

By: 

Title: PRESIDENT

Date: 6/18/2025

SECTION 6**SUBCONTRACTORS LIST**

In accordance with Section 2-1.10 "Subcontractors List" of the Standard Specifications for this Contract, the following list of Subcontractors is submitted with the Proposal and made a part thereof. (Use multiple sections for same subcontractor if all of their line items do not fit under one section.)

1. Name of Subcontractor/Supplier KM 106 CONSTRUCTION INC
License No. 937674
Dept. of Industrial Relations Registration No. 1000704655
Address 1400 EGBERT AVENUE SAN FRANCISCO, CA 94124
Work to be Performed HAZARDOUS SUBSTANCES REMOVAL
Bid Sheet Item No.(s) 5 - 30
Percentage of each Item No. to be Performed 1%
Dollar Value of each Work Item \$4,186.00

2. Name of Subcontractor/Supplier _____
License No. _____
Dept. of Industrial Relations Registration No. _____
Address _____
Work to be Performed _____
Bid Sheet Item No.(s) _____
Percentage of each Item No. to be Performed _____
Dollar Value of each Work Item _____

3. Name of Subcontractor/Supplier _____
License No. _____
Dept. of Industrial Relations Registration No. _____
Address _____
Work to be Performed _____
Bid Sheet Item No.(s) _____
Percentage of each Item No. to be Performed _____
Dollar Value of each Work Item _____

SECTION 7

WORKERS' COMPENSATION CERTIFICATE

To be executed by Bidder and submitted with bid

By signing below, Bidder is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that code, and if awarded a Contract, Bidder will comply with such provisions before commencing the performance of the work of this Contract.

Firm Name LOS LOZA INC

Signature of Authorized Official Jorge Loza

Printed Name of Authorized Official JORGE LOZA

Title of Authorized Official PRESIDENT

Date 6/18/2025



City of Emeryville

CALIFORNIA

EXHIBIT B

Contract Insurance Requirements

As used in this Exhibit B, Contractor refers to **LOS LOZA, INC.**

1. MINIMUM REQUIREMENTS

Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work or Services required by the Contract hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage, as checked below:

1.1 *Minimum Scope of Insurance*

Coverage shall be at least as broad as the latest version of the following:

- ☒ **General Liability**
Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
- ☒ **Automobile Liability**
Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto) or if Contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the General Liability Policy.
- ☐ **Professional Liability / Errors and Omissions**
Written on a policy form specifically designed to protect against acts, errors or omissions of the Contractor wherein "Covered Professional Services" as designated in the policy must specifically include Services performed under this Contract.
- ☒ **Workers' Compensation and Employer's Liability**
Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.
- ☐ **Pollution Liability Insurance**
Pollution Liability insurance for claims arising from the discharge, dispersal release or escape or any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse or body of water, including groundwater. This shall include on and off-site clean up and emergency response costs and claims arising from above ground and below ground storage tanks.

1.2 *Minimum Limits of Insurance*

Contractor shall maintain limits no less than:

☒ **General Liability**

☐ **All Contract Types**

\$1,000,000.00 per occurrence and **\$2,000,000.00** aggregate for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability.

OR

☒ **Construction Specific**

\$2,000,000.00 per occurrence and **\$4,000,000.00** aggregate for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability, and coverage for explosion, collapse and underground property damage hazards.

☒ **Automobile Liability**

\$2,000,000.00 per accident for bodily injury and property damage.

☐ **Professional Liability / Errors and Omissions**

\$2,000,000.00 per claim and aggregate.

☒ **Workers' Compensation and Employer's Liability**

Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **\$1,000,000.00** each accident, policy limit bodily injury or disease, and each employee bodily injury or disease.

☐ **Pollution Liability Insurance**

\$2,000,000.00 per occurrence and **\$2,000,000.00** aggregate.

Except for the professional liability / errors and omissions policy, defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the Parties required to be named as additional insureds pursuant to this Contract.

2. **INSURANCE ENDORSEMENTS**

The insurance policies shall contain the following provisions, if checked, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the City to add the following provisions, if checked, to the insurance policies:

☒ **General Liability**

(1) Such policy shall provide the City, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20

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10 or CG20 37, or endorsements providing the exact same coverage, with respect to the work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it; and (4) the insurance coverage shall contain standard separation of insureds provisions.

☒ **Automobile Liability**

(1) Such policy shall provide the City, its officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

☐ **Professional Liability Coverage**

Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and Contractor agrees to maintain continuous coverage through a period no less than three years after termination of the Contract.

☒ **Workers' Compensation and Employer's Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

☐ **Pollution Liability Coverage**

(1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status with respect to claims arising from the discharge, dispersal release or escape or any irritant or contaminant into or upon

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land, any structure, the atmosphere, watercourse or body of water, including groundwater; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

ALL COVERAGES

Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, employees, agents and authorized volunteers.

3. NO SPECIAL LIMITATIONS

The required insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, employees, agents and authorized volunteers.

4. DEDUCTIBLES AND SELF-INSURANCE RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the City guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

5. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, licensed to do business in California, and satisfactory to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

6. VERIFICATION OF COVERAGE

Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied

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or approved by the City. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

7. SUBCONTRACTORS

All subcontractors shall meet the requirements of this Section before commencing any work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the City, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the City in writing.

8. REPORTING OF CLAIMS

Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the work performed under this Contract.

Attach:
Insurance Certificate and Endorsements