



STAFF REPORT

City Council

Meeting Date:

4/29/2025

Staff Report Number:

25-061-CC

Consent Calendar:

Award a construction contract to Rapid Services, LLC dba Rapid Grading Services for the Middle Avenue Complete Streets project and determine this action is categorically exempt pursuant to California Environmental Quality Act Guidelines §§15301 and 15304 existing facilities

Recommendation

Staff recommends that the City Council award a \$1,507,400 construction contract to Rapid Services, LLC dba Rapid Grading Services (Rapid Grading) for the Middle Avenue Complete Streets project (Project) (Attachment A), approve a contingency in the amount of \$230,000 (held by the City), and determine that this action is categorically exempt pursuant to California Environmental Quality Act (CEQA) Guidelines §§15301 and 15304, for existing facilities.

Policy Issues

The Project is consistent with policies and programs included in the 2016 General Plan Circulation Element (e.g., CIRC-1.7, CIRC-1.8, CIRC-2.7, etc.). These policies seek to maintain a safe and efficient, circulation system that promotes a healthy and active community in Menlo Park. Design and implementation of bicycle facilities on Middle Avenue between El Camino Real and University Drive fulfill "Mitigation Measure TRA-2.1" of the Mitigation Monitoring and Reporting Program (MMRP) established in the 500 El Camino Real (i.e., Middle Plaza) project final environmental impact report (FEIR) approved in 2017. This Project is also identified as one of the top priority safety projects in the City's Vision Zero Action Plan, which affirms the City's goal to eliminate all traffic fatalities and serious injuries by 2040.

The Project was identified as a City Council priority in 2021 and 2022 and was included in the Capital Improvement Program (CIP). The Project is also consistent with the City's goal of maintaining its municipal infrastructure and extending the life and safety of its roadway network.

Background

Middle Avenue is a neighborhood collector fronting Safeway Plaza, Nealon and Lyle Parks, senior centers, preschools, a church and other community amenities. Children on bicycles also utilize Middle Avenue as a route to Hillview Middle School and Oak Knoll Elementary School. The street further serves as access to Palo Alto and Stanford University by way of a bicycle bridge at the south end of San Mateo Drive.

In 2021, the City Council directed staff to initiate the Project which included the following key elements. A link to the Project webpage is included as Attachment B:

- Enhance bicyclist and pedestrian visibility and improve safety of all street users;
- Provide safe and comfortable cycling and pedestrian infrastructure and encourage sustainable modes of transportation; and

- Increase accessibility of the corridor by supporting improvements related to Middle Plaza and the proposed Middle Avenue pedestrian and bicycle undercrossing.

On March 3, 2022, staff held in-person and virtual public meetings to inform residents about the Project and gather feedback from the community on the proposed bicycle improvements and traffic calming options. Nearly 100 people attended the two events and comments on current issues, needs, and priorities for the corridor were captured through an online public survey that received over 600 responses.

On May 11, 2022, staff presented to the Complete Streets Commission (Commission) a summary of community feedback from the public meetings and online surveys, indicating wide support of traffic calming measures to address safety concerns for all travel modes.

On Sept. 20, 2022, the City Council adopted a resolution authorizing staff to apply for \$1,200,000 in Project grant funding through the San Mateo County Transportation Authority Measure W Pedestrian and Bicycle Program Fund (TA Grant). A funding agreement for the TA Grant was signed May 24, 2023, and requires the work to be complete within three years. Consequently, staff targeted construction in summer 2025 to account for favorable weather and minimize disturbance to school traffic.

On Oct. 18, 2022, the City Council approved conceptual traffic calming measures for the Project and directed staff to return with options for the implementation of a bikeway. City Council also approved the temporary closure of Blake Street at Middle Avenue using temporary materials.

On Feb. 14, 2023, the City Council adopted a resolution to establishing no parking zones on both sides of Middle Avenue, from El Camino Real to Olive Street, and approved the installation of buffered bicycle lanes along the Project corridor as a pilot program. The buffered bike lanes were installed by removing parking on both sides of Middle Avenue and reconfiguring the Nealon Park frontage from perpendicular to parallel parking.

On Nov. 8, 2023, the Commission provided feedback on the pilot evaluation methodology, including data collection and a general evaluation timeline. The pilot data collection and final evaluation timeline included:

- Transportation data collection in the month of March/April 2024 (e.g., vehicle/bike volumes, vehicular speed, reported collisions, parking occupancy, online public survey).
- Two community meetings: virtual meeting March 19 and in-person meeting March 28, 2024.

On April 10, 2024, the Commission received an update on the data collected and the feedback from the community meetings. The Commission recommended to City Council to proceed with staff's recommendations on the buffered bike lane pilot, and provided additional feedback on key concerns.

On May 7, 2024, the City Council adopted a resolution to make the buffered bike lanes permanent and approved installation of back-in angle parking along Nealon Park as a pilot program (Attachment C). In November 2024, staff reconfigured the parking design on Middle Avenue and installed the back-in angled parking as a pilot per the City Council's direction, adding back 12 spaces. This change addressed safety concerns shared by the park users due to potential conflicts with bicyclists by adjusting the placement of the bicycle lane. The new configuration improved the loading and unloading, especially for families with children accessing the playground and Menlo-Atherton Cooperative Nursery School. Staff also reconfigured a portion of the Nealon Park parking lot, changing some of the angled parking to perpendicular, which increased the supply by 11 parking spaces and allowed for the installation of a walking path along the baseball field.

On Feb. 11, 2025, staff presented an update on the City's Five Year Street Maintenance Plan, which includes the resurfacing of Middle Avenue (Attachment D). The Project includes roadway mill and overlay in addition to the traffic calming elements described above.

On Feb. 12, 2025, the Commission received an update on the Project's scope of work and implementation of traffic calming measures concurrently with the resurfacing of Middle Avenue (Attachment E). The Commission discussed concerns over cut-through traffic in the neighborhood raised through public comment and the location and frequency of the traffic calming measures. As a follow-up to questions raised by the Commission, staff provided additional background and context to the placement of the traffic calming elements to the Commission Chair and Co-Chair and updated information on the Project webpage (Attachment B).

Analysis

Project description

The Project generally includes the following improvements as detailed below. Unless otherwise noted, the limit of work spans Middle Avenue from Olive Street to El Camino Real:

- New signing, striping and traffic calming elements including:
 - Buffered bicycle lanes from El Camino Real to Olive Street
 - Speed feedback signs at Maywood Lane, Jack Lyle Park, Nealon Park and fronting Safeway Plaza
 - Speed humps at Santa Rita Way and between Blake Street and Morey Drive
 - Speed tables and rapid flashing beacons at Cotton Street, Arbor Road (fronting 1100 Middle Ave.), and Yale Road
 - Signing and striping, including high visibility crosswalks, at Olive Street, San Mateo Drive, Arbor Road (fronting Jack Lyle Park), University Drive and Blake Street
- Two-inch asphalt mill and overlay (from San Mateo Drive to University Drive);
- Four-inch asphalt mill and overlay (from University Drive to El Camino Real);
- Installing new curb ramps in adherence to the Americans with Disabilities Act (ADA);
- Adjusting utilities to grade as required to resurface the street; and
- Repairing damaged gutters to facilitate drainage (at various locations between Fremont Street and University Drive).

Final design

As the Project moved from conceptual through final design development, some changes were necessary to construct the recommended improvements. These changes included the adjustment of the location of some traffic calming elements due to site constraints. For example, a raised crosswalk proposed at Blake Street was removed from the design because it would not meet ADA compliance due to the existing grades. Instead, a speed hump was included near the intersection. To address the long gap between the traffic calming elements along the corridor, a raised crosswalk was added at Yale Road with a rapid flashing beacon. This added element also addressed the frequent crossing patterns between residential parking and nearby apartments. The raised crosswalk at Arbor Road was also moved from the eastern to the western leg due to ADA compliance constraints and drainage issues. Because the rapid flashing beacons operate on solar panels, the unit was relocated to ensure appropriate sunlight to function. Overall, the changes focused on addressing safety gaps and improving mobility, safety and accessibility for all users.

Staff have received questions on whether the traffic calming elements included in the design will result in cut-through traffic in the neighborhood. During the bicycle lane pilot, staff collected data that showed traffic volumes consistent to pre-pilot numbers of approximately 7,500 vehicles per day. However, bicycle and

pedestrian usage increased, while the 85th percentile vehicle speed increased slightly, affirming the need for traffic calming. Based on past community surveys that asked how often Middle Avenue is used, the majority of respondents indicated that they drive Middle Avenue daily. Approximately 60% of the respondents indicated that they live on or directly adjacent to Middle Avenue, with 14% living on the corridor itself. Due to the local use of the corridor and the configuration of the neighborhood streets, Middle Avenue is the most convenient route. The design consultant determined that due to the lack of an easier route, limited parallel route options, and destinations on Middle Avenue, cut-through traffic is not expected to increase measurably in the neighborhood streets as a result of this Project. The design consultant's memorandum on the Project goals and cut-through traffic assessment can be found on the Project webpage (Attachment B).

Project bid alternate for rubberized asphalt

In 2021, the City Council held a study session to review rubberized and hot mix asphalt pavement options for upcoming CIP projects. Rubberized asphalt is composed of recycled tires, reduces noise from tires, and has a 20 year typical life expectancy compared to 15 years for hot mix asphalt. However, rubberized asphalt also costs up to 35% more than hot mix asphalt and is generally more labor intensive to install. Staff also recommended a 15% contingency for projects with rubberized asphalt due to potential complexities during construction. The City Council directed staff to pursue rubberized asphalt concrete as a bid alternative to hot mix asphalt for:

- Projects proposing a 1.2 to 2.4-inch surface overlay
- Projects along arterial or collector streets
- Projects planned for summer construction

The segment from Olive Street and San Mateo Drive was recently resurfaced in 2021 with hot asphalt mix and is not part of this resurfacing Project; only traffic calming and striping improvements will be completed in this section. Middle Avenue meets the above criteria within the Project limits between San Mateo Drive to University Drive, which has a Pavement Condition Index (PCI) of 69 and requires a two-inch asphalt mill and overlay. For this reason, the use of rubberized asphalt was included as a bid alternate for this segment. The remaining segment from University Drive to El Camino Real, however, requires a 4-inch mill and overlay depth due to poor conditions and a PCI of 41. Installing rubberized asphalt deeper than 2.4 inches poses compaction and constructability issues and is not recommended under these conditions.

Due to the short segment from San Mateo Drive to University Drive, staff is not recommending the use of rubberized asphalt on this Project as having two different construction methods on one road corridor would add significant complexity. With two construction methods, additional coordination would be required and the duration of the construction would increase. Additionally, with the traffic calming elements and reduced speeds, the noise reduction benefit of rubberized asphalt that occurs at higher speeds would likely not materialize. The use of hot mix asphalt is therefore recommended for the entire Project limits and would be consistent with the method used between Olive Street and San Mateo Drive in 2021.

Construction bidding

On Feb. 25, staff solicited bids from prospective contractors. Bids were opened March 27 with results as shown in Table 2. Of the seven bids received, Rapid Grading offered the lowest price, which was under the engineer's estimate. Staff determined the lowest bidder to be experienced with projects involving similar work for street resurfacing improvements. The low bidder was also found to be responsive and responsible per the project agreement and public contract code requirements.

| Table 2: Bid results | | | |
|--------------------------------|-------------------|------------------------------------|----------------------------------|
| Bidder | Base bid subtotal | Bid alternate (Rubberized asphalt) | Bid total (Base + bid alternate) |
| Engineer's estimate | \$2,000,000 | \$100,000 | \$2,100,000 |
| Rapid Grading | \$1,507,400 | \$121,600 | \$1,629,000 |
| Radius Earthwork | \$1,699,439 | \$88,939 | \$1,788,378 |
| Interstate Grading and Paving | \$1,810,210 | \$62,700 | \$1,872,910 |
| Ghillotti Construction Company | \$1,788,750 | \$127,300 | \$1,916,050 |
| O'Grady Paving | \$1,872,230 | \$87,400 | \$1,959,630 |
| Granite Rock Company | \$1,853,505 | \$138,700 | \$1,992,205 |
| JV Lucas Paving | \$1,929,890 | \$76,000 | \$2,005,890 |

Schedule and public outreach

Subject to the City Council's award of contract, work will be tentatively scheduled from May to mid-August. This timeframe will allow for construction to be substantially complete before the 2025-26 school year and minimize community and traffic impacts.

In December 2024, staff distributed sewer lateral notices to residents along the Project corridor. For street resurfacing efforts, residents are asked to take care of any sewer lateral improvements before the repaving of the street to ensure the integrity of the paving work. Furthermore, staff informed Oak Knoll Elementary, Hillview Middle, and Menlo Atherton High Schools that Project construction was forthcoming. The City will continue to coordinate with these stakeholders before and during construction.

Plans for the evaluation of the back-in angle parking on Middle Avenue and the Blake Street closure pilots include a survey of the park users and community, which will be issued in May. Staff will return to City Council in the summer with the findings and recommendations on the pilots.

Impact on City Resources

The Project is included in the fiscal year 2024-25 CIP and is funded from the general fund, transportation impact fee, Measure W and the TA grant. The Project's construction budget, including contingencies and construction management costs are shown in Table 3. The Project has sufficient funding for award.

| Table 3: Construction budget | |
|--|----------------------------------|
| Item | Cost |
| Construction subtotal (Base bid without bid alternate) | \$1,507,400 |
| Contingency (10%) | \$150,000 |
| Construction administration | \$200,000 |
| Estimated total construction cost | \$1,857,400 |
| Estimated TA grant reimbursement | (\$1,100,000)¹ |

¹To date, staff expended \$100,000 in grant monies for the design. This amount

reflects the remaining funds available for the eligible work pertaining to traffic calming improvements that will be reimbursed to the City upon completion of the Project.

Environmental Review

The Project is categorically exempt pursuant to CEQA Guidelines §§15301 and 15304. Both sections allow for minor alternations of existing facilities, including existing highways and streets, sidewalks, gutters, bicycle and pedestrian access, and similar facilities, as long as there is negligible or no expansion of use.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

- A. Construction contract
- B. Hyperlink – Project webpage: menlopark.gov/Government/Departments/Public-Works/Capital-improvement-projects/Middle-Avenue-Complete-Streets
- C. Hyperlink – May 7 Staff Report #24-073-CC: menlopark.gov/files/sharedassets/public/v/1/agendas-and-minutes/city-council/2024-meetings/agendas/20240507/n1-20240507-cc-no-parking-middle-ave.pdf
- D. Hyperlink – Feb. 11 Staff Report #25-021-CC: menlopark.gov/files/sharedassets/public/v/1/agendas-and-minutes/city-council/2025-meetings/20250211/i4-20250211-cc-five-year-street-maintenance-plan-update.pdf
- E. Hyperlink – Feb. 12 presentation to Commission: menlopark.gov/files/sharedassets/public/v/1/agendas-and-minutes/complete-streets-commission/2025-meetings/agendas/20250212-csc-agenda_original.pdf

Report prepared by:

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CONSTRUCTION AGREEMENT

City Manager's Office
701 Laurel St., Menlo Park, CA 94025
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Agreement #:

AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND RAPID SERVICES LLC DBA RAPID GRADING SERVICES

THIS CONSTRUCTION AGREEMENT ("Contract") is made and entered into this day of _____ ("Execution Date") by and between the CITY OF MENLO PARK, a California municipal corporation, ("City") and RAPID SERVICES LLC DBA RAPID GRADING SERVICES ("Contractor").

RECITALS

A. Contractor is a California duly organized and in good standing in the State of California, License Number 1001011090. Contractor represents and warrants that it has the background and experience set forth in the Contractor's responses to the notice inviting bids.

B. Contractor represents that it is duly licensed by the State of California and has the background, knowledge, experience and expertise to perform the obligations set forth in this Contract.

C. On March 27, 2025, the City issued a Notice to Contractors inviting bids for the Project. A copy of the Contractor's Bid proposal and List of Subcontractors is attached herein and incorporated by this reference.

D. The City desires to retain Contractor as an independent contractor to provide the construction and other services identified in this Contract for the Project upon the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants and conditions contained herein, the parties hereby agree as follows:

1. **DEFINITIONS.** Capitalized terms used throughout the Contract Documents shall have the meanings set forth in this Contract and/or the Special Provisions. If there is a conflict between the definitions in this Contract and the Special Provisions, the definitions in this Contract shall prevail.

2. **PROJECT.** The project is the construction of Middle Avenue Complete Streets project ("Project"). The work includes all labor, materials, equipment, services, permits, licenses and taxes, and all other things necessary for Contractor to perform its obligations and complete the Project, including, without limitation, any Change Orders executed by City and Contractor in accordance with the requirements of the Contract Documents ("Work").

Contractor shall permit City (or its designees) access to the work area, Contractor's shop, or any other facility, to permit inspection of the Work at all times during construction and/or manufacture and fabrication. The granting of any progress payment, and any inspections, reviews, approvals or oral statements by any City representative, or certification by any governmental entity, shall in no way limit Contractor's obligations under the Contract Documents.

3. **CONTRACT DOCUMENTS.**

3.1 **List of Documents.** The Contract Documents (sometimes collectively referred to as "Agreement" or "Bid Documents") consist of the following documents which are on file with the Public Works Department

and are hereby incorporated by reference.

- 1) Subcontractors List
- 2) Change Orders
- 3) Field Orders
- 4) Construction Agreement
- 4) Bidding Addenda
- 5) Special Provisions
- 6) Project Plans and Drawings
- 7) Technical Specifications
- 8) City Standard Details
- 9) State of California Department of Transportation Specifications, 2006 Edition (Standard Specifications)
- 10) Notice to Contractors
- 11) Contractor's Bid
- 12) 12 Bidder Certifications, Questionnaire and Statements
- 13) Reports listed in the Contract Documents
- 14) City of Menlo Park Waste Management Form, Waste Management Daily Transport Report
- 15) City of Menlo Park Truck Route Map and Regulations
- 16) Performance, Payment and Maintenance Bonds

3.2 Order of Precedence. For the purposes of construing, interpreting and resolving inconsistencies between and among the provisions of this Contract, the Contract Documents shall have the order of precedence as set forth in the preceding section. If a claimed inconsistency cannot be resolved through the order of precedence, the City shall have the sole power to decide which document or provision shall govern as may be in the best interests of the City.

4. PERMITS. Contractor, at its sole expense, shall obtain and maintain during the term of this Contract, all appropriate permits, licenses and certificates that may be required in connection with the performance of the Work, including, but not limited to, a City business license.

5. DEPARTMENT OF INDUSTRIAL RELATIONS. Pursuant to Labor Code Section 1771(a), Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified. This Project is subject to compliance monitoring and enforcement by the DIR. It is the responsibility of the Contractor to ensure all DIR requirements and regulations are met and stay current. For more information, see <http://dir.ca.gov/Public-Works/SB854.html>.

6. TERM. This Contract is effective on the Execution Date set forth in the initial paragraph of this Contract and shall remain in effect until the Project has been satisfactorily completed by Contractor, unless earlier terminated pursuant to the terms of this Contract.

7. TIME OF COMPLETION. Time is of the essence with respect to all time limits set forth in the Contract Documents. Contractor shall commence the Work on the date specified in the City's Notice to Proceed. Contractor shall diligently prosecute the Work to Substantial Completion within 70 working days after the date specified in the City's Notice to Proceed ("Contract Time"). The Contract Time may only be adjusted for extensions of time approved by the City and agreed to by Change Order executed by City and Contractor in accordance with the requirements of the Contract Documents.

8. COMPENSATION. The City agrees to compensate Contractor for its satisfactory completion of the Work in compliance with the Contract Documents for the not to exceed amount of one million six hundred and twenty-nine thousand (\$1,629,000) ("Contract Sum"). Payment shall be as set forth in the Plans, Special Provisions and/or Technical Specifications. The Contract Sum may only be adjusted by Change Orders issued, executed and satisfactorily performed by Contractor in accordance with the requirements of

the Contract Documents. The Contract Sum shall be adjusted (upward or downward) only to account for Change Orders. The Contract Sum is and shall be full compensation for all Work performed by Contractor. The Contract Sum shall cover all losses arising out of the nature of the Work or from the elements or any unforeseen difficulties or obstructions which may arise or be encountered in performance of the Work until its Acceptance by the City, all risks connected with the Work and any and all expenses incurred due to the suspension or discontinuance of the Work.

Should the City withhold retention in connection with the Work, Contractor may elect to substitute securities or direct payment to an escrow account, pursuant to Public Contract Code Section 22300 (incorporated herein by this reference).

Contractor shall submit all billings with all necessary invoices or other appropriate evidence of proper performance, after which City shall make payment within thirty (30) days. Upon City's written request, Contractor shall make available to City, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the Work or the expenditures and disbursement charged to City, and all correspondence, internal memoranda, calculations, books and accounts, records documenting its Work under the Agreement, and invoices, payrolls, timecards, records and all other data related to matters covered by the Agreement. Contractor shall furnish to City, its authorized agents, officers, or employees, such other evidence or information as City may require with regard to the Work or any such expenditure or disbursement charged by Contractor.

CONTRACTOR Shall bill each month to City an original invoice for all Services performed and expenses incurred during the preceding month. Each such invoice shall contain the total agreement amount subtracting the invoices paid and billing. By submitting an invoice for payment under this Agreement, CONTRACTOR is certifying compliance with all provisions of the Agreement. CONTRACTOR shall not invoice City for any duplicate Services performed by more than one person. City shall independently review each invoice submitted by CONTRACTOR to determine whether the Services performed and expenses incurred are in compliant with the provisions of this Agreement. City will use its best efforts to cause CONTRACTOR to be paid within thirty (30) days of receipt of CONTRACTOR's correct and undisputed invoice, except as to any charges for Services performed or expenses incurred by CONTRACTOR which are disputed by City, or as provided in Section 6.3. In the event any charges or expenses are in dispute by City, the original invoice shall be returned by City to CONTRACTOR for correction and resubmission. Review and payment by City of any invoice provided by CONTRACTOR shall not constitute waiver of any rights or remedies provided herein or any applicable law. Consultant shall bill the City as services are complete. City reserves the right to deny payment to CONTRACTOR for any invoice submitted is more than 90 days after performance of Services or expenses incurred by CONTRACTOR.

9. **STANDARD OF PERFORMANCE.** As a material inducement to the City to enter into this Contract, Contractor hereby represents and warrants that it has the qualifications and experience necessary to undertake the Work to be provided and the Project to be completed pursuant to this Contract. Contractor agrees that the Work shall be performed by qualified, experienced and well-supervised personnel. The Work performed pursuant to this Contract shall be performed in a manner consistent with the standard of care under California law applicable to those who specialize in providing such services for projects of the type, scope and complexity of the Project.

10. **COMPLIANCE WITH LAW.** This Project constitutes a public work within the meaning of California Labor Code Section 1720 et. seq. and is subject to prevailing wage laws. Contractor shall pay prevailing wages to its employees on any contract in excess of \$1,000.00. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the City's Public Works Department and may be obtained from the California Department of Industrial Relations website [<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>]. Contractor shall comply with the 8-

hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. Contractor and all subcontractors shall keep and maintain accurate employee payroll records for Work performed under the Agreement. The payroll records shall be certified and submitted as required by law, including Labor Code Sections 1771.4 (if applicable) and 1776, including to the Labor Commissioner no less frequently than monthly. Contractor shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to this Agreement. The Work performed by Contractor pursuant to this Contract shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of the City, and any federal, state or local governmental agency having jurisdiction in effect at the time the work is rendered.

11. REPRESENTATIVE. Yadwinder Singh is hereby designated as the project manager/superintendent/foreman of Contractor authorized to act on its behalf with respect to the Work specified in this Contract. It is expressly understood that the experience, knowledge, capability and reputation of Rapid Services, LLC dba Rapid Grading Services were a substantial inducement for City to enter into this Contract. Therefore, Yadwinder Singh shall be responsible during the term of this Contract for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. The representative may not be changed by Contractor without the express written approval of the City.

12. LIQUIDATED DAMAGES.

12.1 Entitlement. City and Contractor acknowledge and agree that if Contractor fails to fully and satisfactorily complete the Work within the Contract Time, the City will suffer, as a result of Contractor's failure, substantial damages which are both extremely difficult and impracticable to ascertain. Such damages may include, but are not limited to: (a) loss of public confidence in the City and its contractors; (b) loss of public use of public facilities; and (c) extended disruption to public.

12.2 Daily Amount. City and Contractor have reasonably endeavored, but failed, to ascertain the actual damage that the City will incur if the Contractor fails to achieve Substantial Completion of the Work within the Contract Time. Therefore, the parties agree that in addition to all other damages to which the City may be entitled other than delay damages, in the event the Contractor shall fail to achieve Substantial Completion of the Work within the Contract Time, Contractor shall pay City as liquidated damages the amount of two thousand Dollars (\$2,000) per day for each calendar day after the expiration of the Contract Time until Contractor achieves Substantial Completion of the Work. The liquidated damages amount is not a penalty, but a reasonable estimate of the amount of damages the City will suffer.

Liquidated damages for delay shall cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by City as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from City (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. City may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages.

12.3 Apportionment. Such liquidated damages shall be subject to reduction for delays for which Contractor is entitled to receive an extension of time under the Contract Documents ("Apportionment"). Such Apportionment shall not be affected by the fact that liquidated damages may not be applied for periods of time during which delays have occurred that are caused by both City and Contractor. It is agreed that the liquidated damages shall not be applied for portions of the Work completed prior to the expiration of the Contract Time.

12.4 Exclusive Remedy. City and Contractor acknowledge and agree that this Section 11, Liquidated Damages, shall be the City's only remedy for delay damages caused by the Contractor's failure to achieve

Substantial Completion of the Work within the Contract Time.

12.5 Damages upon Abandonment. In the event that the Contractor either abandons the Work or is terminated for default in accordance with the provisions of this Contract, City shall have the right, in its sole discretion exercised by written notice issued either before or after Substantial Completion, to elect to either assert or waive its right to liquidated damages. If City elects to assert its right to liquidated damages, then the liquidated damages shall be calculated from expiration of the Contract Time to the date that Substantial Completion of the Work is achieved by the City or its replacement contractor employed to complete Contractor's performance. If City elects to waive its right to liquidated damages, then Contractor shall be liable to the City, in lieu of the liquidated damages, for all actual Losses (as defined in the General Conditions) proximately resulting from Contractor's failure to complete the Work within the Contract Time.

12.6 Other Remedies. The parties further acknowledge and agree that the City is entitled to any and all available legal and equitable remedies City may have where City's Losses are caused by any reason other than Contractor's failure to achieve Substantial Completion of the Work within the Contract Time.

13. INDEPENDENT CONTRACTOR. Contractor is, and shall at all times remain as to the City, a wholly independent contractor and not an agent or employee of the City. Contractor shall receive no premium or enhanced pay for work normally understood as overtime, nor shall Contractor receive holiday pay, sick leave, administrative leave, or pay for any other time not actually worked. The intention of the parties is that Contractor shall not be eligible for benefits and shall receive no compensation from the City except as expressly set forth in this Contract. Contractor shall have no power to incur any debt, obligation, or liability on behalf of the City or otherwise act on behalf of the City as an agent. Neither the City, nor any of its agents shall have control over the conduct of Contractor, any of Contractor's employees, or any subcontractors, except as set forth in this Contract. Contractor shall at no time, or in any manner, represent that it or any of its agents or employees or subcontractors are in any manner employees of the City. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Contract, and to indemnify and hold the City and the harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by this Contract. Pursuant to Labor Code Sections 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Labor Code Section 3700 that 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 Contractor shall comply with such provisions before commencing the performance of the Work. Contractor further agrees to indemnify and hold the City harmless from any failure of Contractor and any subconsultants to comply with applicable worker's compensation laws. The contractor shall further agree to indemnify the Town of Atherton (Town), pursuant to the aforementioned terms of this section, for work spanning Valparaiso Avenue.

14. COMPLIANCE WITH LAWS; CONFLICT OF INTEREST. Contractor agrees to comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding discrimination, unfair labor practices, anti-kick-back, collusion, and the provisions of the Americans with Disability Act. Contractor shall not engage in unlawful employment discrimination including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, sexual orientation, or sexual identity as prohibited by state or federal law. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the work to be performed by Consultant under this Contract, or which would conflict in any manner with the performance of its services hereunder. Contractor further covenants that, in performance of this Contract, no person having any such interest shall be employed by it. Contractor, its officers, partners, associates, agents, and employees, shall not make, participate in making, or in any way attempt to use the position afforded them by the Contract Documents to influence any governmental decision in which he or she knows or has reason to know that he or she has a financial interest under applicable state, federal and local conflict of interest regulations. Furthermore, Contractor shall avoid the appearance of having any interest which would conflict in any

manner with the performance of the work pursuant to this Contract. Contractor agrees not to accept any employment during the term of this Contract which is or may make Contractor financially interested, as provided in California Government Code Sections 1090 and 87100, in any decision made by the City on any matter in connection with which Contractor has been retained pursuant to this Contract. However, nothing herein shall preclude Contractor from accepting other engagements with the City.

15. INDEMNIFICATION.

15.1 To the fullest extent permitted by law, Contractor shall indemnify, defend, with independent counsel approved by the City, and hold harmless the City, and its elective or appointive boards, officers, employees agents and volunteers ("Indemnitee") from and against any and all claims, losses, or liability that may arise out of or result from damages to property or personal injury received by reason of, or in the course of work performed under this Contract due to the acts or omissions of Contractor or Contractor's officers, employees, agents or subcontractors. The indemnification provisions survive completion of the Work or the termination of this Contract. The acceptance of such services shall not operate as a waiver of such right of indemnification. Notwithstanding the foregoing, nothing contained herein shall be construed as obligating Contractor to indemnify any Indemnitee for any claims, losses or liability resulting from the sole or active negligence or willful misconduct of the Indemnitee. Contractor shall pay City for any costs incurred in enforcing this provision. The contractor shall further agree to indemnify the Town of Atherton (Town), pursuant to the aforementioned terms of this section, for work spanning Valparaiso Avenue.

15.2 The City does not and shall not waive any rights that they may possess against Contractor because of the acceptance by the City or the deposit with the City of any insurance policy or certificate required pursuant to this Contract. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

15.3 Pursuant to Public Contract Code Section 9201, the City shall timely notify Contractor upon receipt of any third-party claim relating to the Contract.

16. ASSIGNABILITY. The parties agree that the experience and qualifications of Contractor as set forth in the Contractor's Bid are material considerations for the City entering into this Contract. Consultant shall not assign or transfer any interest in this Contract, without the prior written consent of the City, and any attempt by Contractor to do so shall be void and of no effect and a breach of this Contract. For purposes of this section, the sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor or of any general partner or joint venturer or syndicate member of Contractor, if a partnership or joint venture or syndicate or co-tenancy exists, which shall result in changing the control of Contractor, shall be construed as an assignment of this Construction Contract. Control means more than fifty percent (50%) of the voting power of the corporation or other entity.

17. INSURANCE AND BOND REQUIREMENTS.

17.1 Prior to the commencement of any Work, the Contractor shall provide the City with evidence that it has obtained the insurance required by this Section and all bonds, including, but not limited to, payment and performance bonds, required in the Special Provisions. Failure to obtain and maintain the required insurance and bonds to so shall be deemed a material breach of this Contract.

17.2 Insurance Requirements. Contractor shall obtain the following insurance.

A. Worker's Compensation and Employer's Liability Insurance: The CONTRACTOR shall have in effect during the entire life of this Contract workers' compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Contract, the CONTRACTOR makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers'

compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

B. Commercial General Liability Insurance: The CONTRACTOR shall take out and maintain during the life of this Contract such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this Contract from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the CONTRACTOR's operations under this Contract, whether such operations be by CONTRACTOR or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) in aggregate, or four million dollars (\$4,000,000) combined single limit bodily injury and property damage for each occurrence. CONTRACTOR shall provide the City with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions.

C. Automobile Liability Insurance: CONTRACTOR shall maintain Automobile Liability Insurance pursuant to this Contract in an amount of not less than one million dollars (\$1,000,000) for each accident combined single limit or not less than one million dollars (\$1,000,000) for any one (1) person, and one million dollars (\$1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, (\$300,000) property damage.

17.3 CITY and its subsidiary agencies, and their officers, agents, employees and servants shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the workers' compensation), which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies, and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.

17.4 In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provision of this Contract to the contrary, immediately declare a material breach of this Contract and suspend all further work pursuant to this Contract.

17.5. Before the execution of this Contract, any deductibles or self-insured retentions must be declared to and approved by CITY.

18. EARTHWORK AND UNDERGROUND FACILITIES. If the Work involves digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall notify City in writing of any material that Contractor believes may be hazardous waste that is required to be removed in accordance law, subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids, or unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents, pursuant to Section 7104 of the Public Contract Code. For any Work involving trench shoring that costs in excess of \$25,000, Contractor shall submit and City (or a registered civil or structural engineer employed by City) must accept, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, pursuant to Labor Code Section 6705. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Consistent with Government Code Section 4215, as between City and Contractor, City will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for bidding.

19. **DEFECTIVE WORK; WARRANTIES.** Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices, all Contract Documents requirements, and all laws, codes, standards, licenses, and permits. Contractor warrants that all materials and equipment shall be new, of suitable grade of their respective kinds for their intended uses, and free from defects. Contractor hereby grants to City for a period of one year following the date of completion its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers. If either prior to completion of the Work, or within one year after completion, any Work (completed or incomplete) is found to violate any of the foregoing warranties (**Defective Work**), Contractor shall promptly, without cost to City and in accordance with City's written instructions, correct, remove and replace the Defective Work with conforming Work, and correct, remove and replace any damage to other Work or other property resulting therefrom. If Contractor fails to do so, Contractor shall pay all of the City's resulting claims, costs, losses and damages. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, City shall have all rights and remedies granted by law.

20. **SUSPENSION.** The City may, at any time and from time to time, without cause, order Contractor, in writing ("Suspension Order"), to suspend, delay, or interrupt the Work in whole or in part for such period of time, up to an aggregate of fifty percent (50%) of the Contract Time, as City may determine, with such period of suspension to be computed from the date of the Suspension Order. Upon receipt of a Suspension Order, Contractor shall, at City's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Work covered by the Suspension Order during the period of work stoppage. Within the period of the above noted aggregate time, or such extension to that period as is agreed upon by Contractor and City, City shall either cancel the Suspension Order or delete the work covered by the Suspension Order by issuing a Change Order. If a Suspension Order is canceled or expires, Contractor shall resume and continue with the Work. A Change Order will be issued to cover any adjustments of the Contract Sum or the Contract Time necessarily caused by such suspension. All claims by Contractor against City shall be submitted in writing to City, and shall be governed by Public Contract Code Sections 9204 and 20104 – 20104.6, after which time the one year time period in Government Code Section 911.2 shall be, pursuant to Government Code Section 930.2, reduced to 90 days.

21. **BOOKS AND RECORDS.** Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract in accordance with generally accepted accounting principles and practices consistently applied. City and City's accountants shall be afforded access at all times during normal business hours, to inspect, audit and copy Contractor's records, books, estimates, take-offs, cost reports, ledgers, schedules, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and Contractor shall preserve these for a period of three years after the later of (i) final payment or (ii) final resolution of all Contract Disputes and other disputes or for such longer period as may be required by law. Contractor's compliance with any request by City pursuant to this Section 18 shall be a condition precedent to filing or maintenance of any legal action or proceeding by Contractor against City and to Contractor's right to receive further payments under the Contract Documents. Any failure by Contractor to provide access to its business records for inspection or copying by City shall be specifically enforceable by issuance of a writ or a provisional or permanent mandatory injunction by a court of competent jurisdiction based on affidavits submitted to such court, without the necessity of oral testimony.

22. **WAIVER.** Waiver by either party of any breach or violation of any one or more terms or conditions of this Contract shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. Acceptance by the City of the performance of any work by the Contractor shall not be deemed to be a waiver of any term or condition of this Contract. In no event shall the City's making of any payment to Contractor constitute or be construed as a waiver by the City of any breach of this Contract, or any default which may then exist on the part of Contractor, and the making of any such payment by the City shall in no way impair or prejudice

any right or remedy available to the City with regard to such breach or default.

23. **DEFAULT.** In the event the City determines, in its sole discretion, that Contractor has failed or refused to perform any of the obligations set forth in the Contract Documents, or is in breach of any provision of the Contract Documents, the City may give written notice of default to Contractor in the manner specified for this giving of notices in this Contract. Except for emergencies, Contractor shall cure any default in performance of its obligations under the Contract Documents within two (2) business days after receipt of written notice. However, if the breach cannot be reasonably cured within such time, Contractor will commence to cure the breach within two (2) days and will diligently and continuously prosecute such cure to completion within a reasonable time, which shall in no event be later than ten (10) days after receipt of such written notice.

24. CITY RIGHTS AND REMEDIES.

24.1 **Remedies Upon Default.** In the event that Contractor fails to cure any default of this Contract within the time period set forth in Section 20, then City may pursue any remedies available under law or equity, including, without limitation, the following: (1) the City may, without terminating the Contract, delete certain portions of the Work, reserving to itself all rights to losses related thereto; (2) the City may, without terminating the Contract, engage others to perform the Work or portion of the Work that has not been performed by the Contractor and withhold the cost thereof to City from future payments to the Contractor, reserving to itself all rights to Losses related thereto; or (3) the City may, without terminating the Contract and reserving to itself all rights to Losses related thereto, suspend all or any portion of this Construction Contract for as long a period of time as City determines, in its sole discretion, appropriate, in which event City shall have no obligation to adjust the Contract Sum or Contract Time, and shall have no liability to Contractor for damages if City directs Contractor to resume Work; (4) the City may terminate all or any part of this Contract for default, reserving to itself all rights of Losses related thereto; or (5) the City may, without terminating the Contract and reserving to itself all rights to Losses related thereto, exercise its rights under the Performance Bond.

24.2 **Additional Provisions.** All of City's rights and remedies under this Contract are cumulative, and shall be in addition to those rights and remedies available in law or in equity. Designation in the Contract Documents of certain breaches as material shall not be construed as implying that other breaches not so designated are not material nor shall such designations be construed as limiting City's right to terminate the Contract, or the exercise of its other rights or remedies for default, to only material breaches. City's determination of whether there has been noncompliance with the Contract so as to warrant exercise by City of its rights and remedies for default under the Contract, shall be binding on all parties. No termination or action taken by City after such termination shall prejudice any other rights or remedies of City provided by law or equity or by the Contract Documents upon such termination; and City may proceed against Contractor to recover all liquidated damages and Losses suffered by City.

24.3 **Delays by Sureties.** Without limitation to any of City's other rights or remedies under the law, City has the right to suspend the performance by Contractor's sureties in the event of any of the following: (1) failure of the sureties to begin Work within a reasonable time in such manner as to insure full compliance with the Contract within the Contract Time; (2) abandonment of the Work; (3) if at any time City is of the opinion the Work is unnecessarily or unreasonably delayed; (4) willful violation of any terms of the Contract; (5) failure to perform according to the Contract Documents; or (6) failure to follow instructions of City for its completion within the Contract Time. City will serve notice of such failure upon the sureties and in the event the sureties neglect or refuse to cure the breach within the time specified in such notice, City shall have the power to suspend the performance or any part thereof of the sureties.

24.4 **Damages to the City.** The City will be entitled to recovery of all Losses under law or equity in the event of Contractor's default under the Contract Documents. In the event that City's Losses arise from Contractor's default under the Contract Documents, City shall be entitled to withhold monies otherwise payable to Contractor until Final Completion, as defined in the General Conditions, of the Project. If City

incurs Losses due to Contractor's default, then the amount of Losses shall be deducted from the amounts withheld. Should the amount withheld exceed the amount deducted, the balance will be paid to Contractor or its designee upon Final Completion of the Project. If the Losses incurred by City exceed the amount withheld, Contractor shall be liable to City for the difference and shall promptly remit same to City.

24.5 Termination of the Contract for Default. Without limitation to any of City's other rights or remedies at law or in equity, and reserving to itself all rights to Losses related thereto, City shall have the right to terminate this Contract, in whole or in part, upon the failure of Contractor to promptly cure any default. City's election to terminate the Contract for default shall be communicated by giving Contractor a written notice of termination in the manner specified for the giving of notices in the Contract. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein. Should Contractor be terminated for default, and such termination is subsequently determined to be wrongful, such termination will be converted to a termination for convenience as provided herein.

24.6 Termination Without Cause. City shall have the option, at its sole discretion and without cause, of terminating this Contract in part or in whole by giving thirty (30) days written notice to Contractor. Contractor agrees to accept such sums as allowed under this Section as its sole and exclusive compensation and waives any claim for other compensation or Losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect or incidental damages of any kind.

24.7 Compensation. Following termination without cause and within forty-five (45) days after receipt of a billing from Contractor seeking payment of sums authorized by this Section, City shall pay to Contractor as its sole compensation for performance of the Work the following: (1) the amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor; (2) reasonable costs of Contractor and its Subcontractors and Sub-subcontractors for demobilizing and administering the close-out of its participation in the Project (including, without limitation, all billing and accounting functions, not including attorney or expert fees) for a period of no longer than thirty (30) days after receipt of the notice of termination in an amount not to exceed the daily sum payable to Contractor for Compensable Delays; (3) previously unpaid cost of any items delivered to the Project Site which were fabricated for subsequent incorporation in the Work.

CONTRACTOR Shall bill each month to City an original invoice for all Services performed and expenses incurred during the preceding month. Each such invoice shall contain the total agreement amount subtracting the invoices paid and billing. By submitting an invoice for payment under this Agreement, CONTRACTOR is certifying compliance with all provisions of the Agreement. CONTRACTOR shall not invoice City for any duplicate Services performed by more than one person. City shall independently review each invoice submitted by CONTRACTOR to determine whether the Services performed and expenses incurred are in compliant with the provisions of this Agreement. City will use its best efforts to cause CONTRACTOR to be paid within thirty (30) days of receipt of CONTRACTOR's correct and undisputed invoice, except as to any charges for Services performed or expenses incurred by CONTRACTOR which are disputed by City, or as provided in Section 6.3. In the event any charges or expenses are in dispute by City, the original invoice shall be returned by City to CONTRACTOR for correction and resubmission. Review and payment by City of any invoice provided by CONTRACTOR shall not constitute waiver of any rights or remedies provided herein or any applicable law. Consultant shall bill the City as services are complete. City reserves the right to deny payment to CONTRACTOR for any invoice submitted is more than 90 days after performance of Services or expenses incurred by CONTRACTOR.

24.8 Subcontractors. Contractor shall include provisions in all of its subcontracts, purchase orders and other contracts permitting termination for convenience by Contractor on terms that are consistent with this Contract and that afford no greater rights of recovery against Contractor than are afforded to Contractor under this Section.

24.9 Contractor's Duties Upon Termination. Upon receipt of a notice of termination for default or for

convenience, Contractor shall, unless the notice directs otherwise, do the following: (1) immediately discontinue the Work to the extent specified in the notice; (2) place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not discontinued; (3) provide to City a description, in writing no later than fifteen (15) days after receipt of the notice of termination, of all subcontracts, purchase orders and contracts that are outstanding, including, without limitation, the terms of the original price, any changes, payments, balance owing, the status of the portion of the Work covered and a copy of the subcontract, purchase order or contract and any written changes, amendments or modifications thereto, together with such other information as City may determine necessary in order to decide whether to accept assignment of or request Contractor to terminate the subcontract, purchase order or contract; (4) promptly assign to City those subcontracts, purchase orders or contracts, or portions thereof, that City elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or contracts, or portions thereof, that City does not elect to accept by assignment; and (5) hereafter do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project Site or in transit thereto.

25. CONTRACTOR'S RIGHTS AND REMEDIES. Contractor may terminate this Construction Contract for cause only upon the occurrence of one of the following: (1) the Work is stopped for sixty (60) consecutive days, through no act or fault of Contractor, any subcontractor or any employee or agent of Contractor or any subcontractor, due to issuance of an order of a court or other public authority other than City having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable; or (2) if the City does not make payment of sums that are not in good faith disputed by the City and does not cure such default within ninety (90) days after receipt of notice from Contractor, then upon an additional thirty (30) days' notice to City, Contractor may terminate the Contract.

25.1 Damages to Contractor. In the event of termination for cause by Contractor, City shall pay Contractor the sums provided for in Section 21 above. Contractor agrees to accept such sums as its sole and exclusive compensation and agrees to waive any claim for other compensation or Losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect and incidental damages, of any kind.

26. NOTICES. Any notices or other communications required or permitted to be given under this Contract shall be given in writing by personal delivery, by a recognized courier service, or by U.S. mail, postage prepaid, and return receipt requested, addressed to the respective parties as follows:

To City:

Assistant Public Works Director
City of Menlo Park
City Hall, 701 Laurel St.
Menlo Park, CA 94025

To Contractor:

Yadwinder Singh
Rapid Services, LLC dba Rapid Grading Services
23842 Cabot Blvd.
Hayward, CA 94545

27. Notice shall be deemed communicated on the earlier of actual receipt or 48 hours after deposit in the U.S. mail, or the date of delivery shown on deliverer's receipt. In the event of any change of address, the moving party is obligated to notify the other party of the change of address in writing within a reasonable period of time.

In addition, copies of all Claims by Contractor under this contract shall be provided to the City Attorney as follows:

To City Attorney:

City Attorney for Menlo Park
Burke, Williams & Sorensen, LLP
181 Third Street, Suite 200

All claims shall be delivered personally or sent by certified mail.

28. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. In the performance of this Contract, Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental handicap, or medical condition. Contractor will take affirmative action to ensure that employees are treated without regard to race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental handicap, or medical condition.

29. CONTRACT DOCUMENTS AND PRECEDENCE. The Contract Documents shall consist of the following documents. In case of inconsistencies between Contract Documents, the documents are listed in order of precedence.

30. PUBLIC WORKS CLAIMS. This Contract is subject to Public Contracts Code Section 9204 governing contractor claims. Accordingly, should any clarification, determination, action or inaction by City, Work, or any other event, in the opinion of Contractor, exceed the requirements of or not comply with Contract Documents, or otherwise result in Contractor seeking additional compensation in time or money or damages for any reason (collectively "Disputed Work"), then Contractor and City will make good faith attempts to resolve informally any and all such issues, claims and/or disputes. Before commencing the Disputed Work, or within seven Days after Contractor's first knowledge of the Disputed Work, whichever is earlier, Contractor shall file a written notice and cost proposal for the Disputed Work with City stating clearly and in detail its objection and reasons for contending the Work or interpretation is outside the requirements of Project Documents. If a written notice and cost proposal for Disputed Work is not issued within this time period, or if Contractor proceeds with the Disputed Work without first having given the notice required by this paragraph, Contractor shall waive its rights to further claim on the specific issue.

A. City will review Contractor's timely notice and cost proposal for Disputed Work and provide a decision. If, after receiving the decision, Contractor disagrees with it or still considers the Work required of it to be outside of the requirements of Project Documents, it shall so notify City, in writing, within seven Days after receiving the decision, by submitting a notice of potential claim, stating that a formal claim will be issued. Within 30 Days of receiving the decision, Contractor shall submit its claim in the form specified herein and all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting its position. Contractor's failure to furnish notification within seven Days and all justifying documentation within 30 Days will result in Contractor waiving its right to the subject claim.

B. Claim Format

1. A. Contractor shall submit the claim justification in the following format:

- (a) Cover letter and certification;
- (b) Summary of claim, including underlying facts, entitlement, schedule analysis, quantum calculations, Project provisions supporting relief;
- (c) List of documents relating to claim including Specifications, Drawings/Plans clarifications/requests for information, schedules, notices of delay, cost calculations and any others;
- (d) Chronology of events and correspondence;
- (e) Analysis of claim merit;
- (f) Analysis of claim cost; and
- (g) Attach supporting documents referenced in paragraph 2.14,C.1(c), above..

C. Required Provisions on Contract Claim Resolution

1. Public Contract Code Section 9204 specifies provisions on resolving contract claims of any size, and Public Contract Code Section 201014, et seq., specifies required provisions on resolving contract claims less than \$375,000. Those statutes constitute a part of this Contract. In the event any other Contract provision violates such statutes, the applicable statute controls.

2. Public Contract Code Section 9204 provides:

(a) For the purposes of this section, "Claim" means a separate demand by Contractor for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by City.

(b) Procedure:

(1) Upon receipt of a Claim the City shall conduct a reasonable review of the Claim and within 45 days, or if City's governing body must approve City's response to the Claim and the governing body has not met within the 45 days then within three (3) days of the governing body's meeting, shall provide Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Should City take no action on the Claim within 45 days of submission, it shall be deemed denied.

(2) If the Contractor disputes City's response to its Claim, including a failure to respond, it may submit via registered mail or certified mail, return receipt requested, a written demand for an informal conference to meet and confer for settlement of the issues in dispute. City shall schedule such a meet and confer conference within 30 days for settlement of the dispute. Within ten (10) days of the meet and confer conference City shall provide Contractor with a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. If the Contractor disputes City's statement it shall inform City and they shall mutually agree to a mediator within 10 business days of the written statement.

(3) City shall pay the undisputed portions of the Claim within 60 days of the issuance of a written statement identifying an undisputed portion.

(4) Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the claimant sharing the associated costs equally. The City and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.

(5) For claims under \$375,000, unless the parties agree otherwise in writing, mediation pursuant to these provisions shall excuse the mediation obligation under Public Contracting Code section 20104.4(a).

(6) The parties may mutually agree, in writing, to waive the mediation requirements of this subsection and proceed to the commencement of a civil action.

(7) Failure by the City to respond to a Claim from a Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A Claim that is denied by reason of the public entity's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.

(8) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(9) If a Subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against City because privity of contract does not exist, the Contractor may present to the City a claim on behalf of a Subcontractor or lower tier subcontractor. A Subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the Subcontractor or by a lower tier subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the Claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the claim to the City and, if the original Contractor did not present the claim, provide the Subcontractor with a statement of the reasons for not having done so.

(10) Nothing in this section shall impose liability upon the City that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(11) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a

later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

3. To the extent applicable, Public Contract Code Section 20104, et seq., provide:

(a) For the purposes of this section, "Claim" means a separate demand by Contractor of \$375,000 or less for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by City. Separate Contractor Claims that together total more than \$375,000 do not qualify as a "separate demand of \$375,000 or less," as referenced above, and are not subject to this section.

(b) Caution. This section does not apply to tort claims, and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the Government Code.

(c) Procedure:

(1) The Claim must be in writing, submitted in compliance with all requirements of General Conditions including, without limitation, the time prescribed by and including the documents necessary to substantiate the Claim. Nothing in this section is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth in the General Conditions or elsewhere in the Contract Documents.

(2) For Claims of fifty thousand dollars (\$50,000) or less, City shall respond in writing within forty-five (45) days of receipt of the Claim, or City may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims City may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section upon mutual agreement of City and Claimant. City's written response to the Claim, as further documented, shall be submitted to Claimant within fifteen (15) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

(3) For Claims over Fifty Thousand Dollars (\$50,000) and less than or equal to \$375,000: City shall respond in writing within sixty (60) days of receipt of the Claim, or City may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims City may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of City and Claimant; City's written response to the Claim, as further documented, shall be submitted to Claimant within thirty (30) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

(4) Meet and Confer: If Claimant disputes City's written response, or City fails to respond within the time prescribed above, Claimant shall notify City, in writing, either within fifteen (15) days of receipt of City's response or within fifteen (15) days of City's failure to timely respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand City will schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

(5) Following the meet and confer conference, if the Claim or any portion remains in dispute, Claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Claimant submits its written claim as set forth herein, until the time that Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

31. ATTORNEYS' FEES; VENUE. The Agreement shall be deemed to have been executed in the City of Menlo Park, California. Enforcement of the Contract Documents shall be governed by the laws of the State of California, excluding its conflict of laws rules. Except as expressly provided in the Contract Documents, nothing in the Contract Documents shall operate to confer rights or benefits on persons or entities not party to the Agreement. As between the parties to the Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of City's issuance of the final Certificate for Payment, or termination of the Contract Documents, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause. In the event that any party to this Contract commences any legal action or proceeding to enforce or interpret

the provisions of this Contract, the prevailing party in such action or proceeding shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which the successful party may be entitled. The venue for any litigation shall be San Mateo County.

32. COOPERATION. In the event any claim or action is brought against the City relating to Contractor's performance or services under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

33. NUISANCE. Contractor shall not maintain, commit, nor permit the maintenance or commission of any nuisance in connection with the performance of services under this Contract.

34. GOVERNING LAW. This Contract shall be construed in accordance with and governed by the laws of the State of California.

35. COMPLETE AGREEMENT; SEVERABILITY. This Contract, and any other documents incorporated herein by reference, represent the entire and integrated agreement between the City and Contractor. This Contract supersedes all prior oral and written negotiations, representations or agreements. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Contract may only be modified by a written amendment duly executed by the parties to this Contract. In case a provision of this Contract is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

36. NO MODIFICATION OR WAIVER. The Contract Documents may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of City and Contractor. Contract Documents headings are for convenience only and do not affect the construction of the Contract Documents.

37. COUNTERPARTS. This Contract may be signed in multiple counterparts, which shall, when executed by all the parties constitute a single binding contract.

Signatures on next page.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

FOR FIRST PARTY:

Signature

Date

Printed name

Title

Tax ID#

APPROVED AS TO FORM:

Nira F. Doherty, City Attorney

Date

FOR CITY OF MENLO PARK:

Justin I.C. Murphy, City Manager

Date

ATTEST:

Judi A. Herren, City Clerk

Date

Proposal Forms

Proposal Submittal Checklist

This checklist is provided for reference only and is intended to assist bidders in the submittal of a bid proposal. **This checklist is not a part of the bid documents and shall not be submitted with the bid proposal.**

The following documents shall be signed and included with the bidders proposal:

1. Proposal

- ☒ Company name and contact information is complete. In the case of a partnership or corporation, the business address is the address of the firm, not the address of the partner or official signing the Proposal
- ☒ California Contractor's license number and classification filled in completely
- ☒ DIR Registration numbers included
- ☒ Signed
 - a. An individual doing business in his or her own name, sign name only
 - b. An individual using a firm name, sign name as an individual DBA (doing business as). For example: "John Doe, an individual doing business as XYZ Company."
 - c. A co-partnership, sign name as shown in this example: "XYZ Co., by John Doe, Copartner." Also, give the names of all individual copartners composing the firm.
 - d. A corporation, sign name with your title as in this example: "XYZ Co., by John Doe, President." Also, state legal name of corporation, names of the president, secretary, treasurer and manager of corporation. Affix seal of corporation.

2. Proposal Pay Item Price Schedule

- ☒ Complete and correctly totaled
- ☒ Add Alternate costs are included, if requested

3. Addenda Acknowledgement

- ☒ Number of addenda entered

4. Bidder Certifications and Statements

- ☒ Sign in all indicated locations

5. Bid Bond or Alternate Form of Bid Deposit

- ☒ Signed and dated by Bidder and Surety
- ☒ Signatures for Bidder and Surety are Notarized
- ☒ Surety includes Power-of-Attorney

6. List of Subcontractors

- ☒ Designated subcontractors are listed, if any
- ☒ Subcontractors' DIR Registration Numbers are included

7. Mandatory Safety Program Requirements

- ☒ Please complete and sign forms

8. Bidder's Financial Responsibility, Technical Ability & Experience

- ☒ Only specific Form provided is used
- ☒ All required information is included
- ☒ Form is included with Bid

9. Bidder's Qualification Statement

☐ Response Sheets

☐ Resumes for Key Personnel



**Proposal
to
City of Menlo Park
State of California**

for

MIDDLE AVENUE COMPLETE STREETS PROJECT(CPT031)

NAME OF BIDDER: Rapid Grading Services

BUSINESS ADDRESS: 23842 Cabot Blvd

CITY, STATE, ZIP: Hayward, CA 94545

LICENSE NO.: 1101213 CLASS: A, C12, C31, HAZ EXP. DATE: 02/28/2027

TAX I.D. NO.: 37-2053654

DIR REGISTRATION NO.: 1001011090

TELEPHONE NO: (650) 281.5495 FAX NO: ()

EMAIL: info@rapidgradingservices.com

HOW DID YOU HEAR ABOUT THIS PROJECT Planet Bids / Builders Exchange

The work for which this Proposal is submitted is for construction in accordance with the Contract documents approved by the Assistant Public Works Director/City Engineer on **February 25, 2025**, entitled **Middle Avenue Complete Streets Project (CPT031)**. The State of California Department of Transportation Labor Surcharge and Equipment Rental Rates, and the State Department of Industrial Relations General Prevailing Wage Rates, current at the bid opening date, shall be used.

The project's scope of work is generally described in the "Notice to Contractors Inviting Bids" and per Section 4-2 of the General Provisions herein. Bidders shall also refer to the project's construction drawings, included per these Appendices, and the following sections of these specifications, regarding the scope of work in this contract.

Cash, cashier's check or certified check payable to the City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to ten percent (10%) of the total bid amount including all alternatives shall accompany this Proposal. A list of subcontractors for work in the excess of one half of one percent (0.5%) of the total Contract, or ten-thousand (\$10,000), whichever is greater per page 29 of the total bid amount including all alternatives and a statement of financial responsibility, technical ability, and experience if such information is not already on file with the City shall accompany this Proposal; and be completely filled in by the bidder and the same are incorporated herein by reference. The project shall be awarded to the lowest responsive and responsible bidder who meets all of the Proposal Requirements, and the requirements of the Contract Documents.

Failure to provide the required information, or if information provided is subsequently proved false, the Proposal may be considered as non-responsive and may be grounds for rejection of the bid.

After acceptance of this Proposal and award of the Contract, if the undersigned should fail to contract as aforesaid or should fail to give the "Performance" Surety Bond in the sum of one hundred percent (100%) of the Contract bid, along with the required Bonds, along with the Certificate of Insurance covering public liability and property damage in the amounts specified in the Construction Contract, to the City of Menlo Park within twelve (12) days, not including Sundays and legal holidays, after the Bidder has received notice from the City that the Contract has been awarded, the City may, at its option, determine that the bidder has abandoned the Contract, thereupon this Proposal and the acceptance thereof shall be null and the forfeiture of such security accompanying this Proposal shall operate and the same shall become the property of the City of Menlo Park.

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, firm or corporation; that he/she has carefully examined the location of the proposed work, the proposed Contract, and the Plans and Specifications therein referred to; that he/she proposes and agrees if this Proposal is accepted, that he/she will contract with the City of Menlo Park, 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 Engineer as therein set forth, and that he will accept in full payment therefore the following unit prices, to wit:

PAY ITEM PRICE SCHEDULE

Bids are required for the entire work. Unless otherwise specified in the Special Conditions, the amount of the bid for comparison purposes will be the total of all base bid items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

The Bidder shall set forth for each item of work, in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between an item price and 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 "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

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

ATTACHMENT A: UPDATED PAY ITEM PRICE SCHEDULE

Proposal Forms

| Base Bid Items | | | | | | | |
|-----------------------|----------|---|-------|-------------------|--|----------------------------------|--------------------|
| Item No. | Sec. No. | Description | Units | Estimate Quantity | Item Price per Unit of Quantity (In words) | Item Price per Unit (In figures) | Total (In figures) |
| Base Bid Items | | | | | | | |
| 1 | 11 | Mobilization and Demobilization | LS | 1 | | \$ 50,000.00 | \$ 50,000.00 |
| 2 | 12 | Traffic Control | LS | 1 | | \$ 156,595.00 | \$ 156,595.00 |
| 3 | 13 | Waste Management | LS | 1 | | \$ 1,000.00 | \$ 1,000.00 |
| 4 | 14 | SWPPP | LS | 1 | | \$ 4,950.00 | \$ 4,950.00 |
| 5 | 15 | Adjust Monument to Grade | EA | 4 | | \$ 2,290.00 | \$ 9,160.00 |
| 6 | 15 | Adjust Manhole to Grade | EA | 22 | | \$ 1,500.00 | \$ 33,000.00 |
| 7 | 15 | Adjust Utility Structure to Grade | EA | 25 | | \$ 1,033.00 | \$ 25,825.00 |
| 8 | 15 | Install ADA Heel Proof Grate | EA | 6 | | \$ 3,000.00 | \$ 18,000.00 |
| 9 | 15 | Install Speed Table | EA | 3 | | \$ 5,900.00 | \$ 17,700.00 |
| 10 | 15 | Install Speed Hump | EA | 2 | | \$ 4,000.00 | \$ 8,000.00 |
| 11 | 16 | Tree Services and Root Repair | LS | 1 | | \$ 5,000.00 | \$ 5,000.00 |
| 12 | 26 | Install Class II Aggregate Base | CY | 300 | | \$ 105.00 | \$ 31,500.00 |
| 13 | 39 | Roadway Excavation | CY | 1,230 | | \$ 86.00 | \$ 105,780.00 |
| 14 | 39 | Install HMA Dig-out | SF | 5,400 | | \$ 11.50 | \$ 62,100.00 |
| 15 | 39 | Install HMA Paving | TON | 2,500 | | \$ 136.00 | \$ 340,000.00 |
| 16 | 56 | Install sign on existing post | EA | 21 | | \$ 250.00 | \$ 5,250.00 |
| 17 | 56 | Relocate existing sign post | EA | 4 | | \$ 270.00 | \$ 1,080.00 |
| 18 | 56 | Install new sign and post | EA | 29 | | \$ 450.00 | \$ 13,050.00 |
| 19 | 73 | Install PCC Valley Gutter Apron | SF | 280 | | \$ 40.00 | \$ 11,200.00 |
| 20 | 73 | Install PCC Valley Gutter (3-feet) | LF | 85 | | \$ 243.00 | \$ 20,655.00 |
| 21 | 73 | Install Vertical Curb and Gutter | LF | 390 | | \$ 144.00 | \$ 56,160.00 |
| 22 | 73 | Install Rolled Curb and Gutter | LF | 30 | | \$ 144.00 | \$ 4,320.00 |
| 23 | 73 | Install PCC Sidewalk | SF | 220 | | \$ 23.00 | \$ 5,060.00 |
| 24 | 73 | Install PCC Driveway | SF | 140 | | \$ 44.00 | \$ 6,160.00 |
| 25 | 73 | Install ADA Curb Ramp | EA | 11 | | \$ 5,400.00 | \$ 59,400.00 |
| 26 | 73 | Install ADA Truncated Dome | EA | 1 | | \$ 1,000.00 | \$ 1,000.00 |
| 27 | 84 | Install Signing and Striping | LS | 1 | | \$ 265,055.00 | \$ 265,055.00 |
| 28 | 86 | Install RRFB | EA | 6 | | \$ 23,400.00 | \$ 140,400.00 |
| 29 | 15 | Bid Allowance for Unknown Utility Conflicts | AL | 1 | | \$50,000 | \$50,000 |

**Base Bid Subtotal
(Bid Items 1 – 29)****(in words)** One Million Five Hundred Seven Thousand Four Hundred Dollars \$ 1,507,400.00**Bid Alternate A: Installation of Rubberized Asphalt Concrete (Surface lift)**

| Item No. | Sec. No. | Description | Units | Estimated Quantity | Item Price per Unit of Quantity (In words) | Item Price per Unit (In figures) | Total (In figures) |
|--|----------|--|-------|---|--|----------------------------------|--------------------|
| Alternate A Bid Items | | | | | | | |
| 1A | 39 | Install HMA Paving (revoked from Base Bid) | TON | 1,900 | | \$ 136.00 | \$ -258,400.00 |
| 2A | 39 | Install Rubberized Hot Mix Asphalt | TON | 1,900 | | \$ 200.00 | \$ 380,000.00 |
| Alternate A Bid Total (Bid Items 1A - 2A) | | | | (in words) One Hundred Twenty One Thousand Six Hundred Dollars \$ 121,600.00 | | | |

Notes:

- Base and Alternate Bid Items will be considered in accordance with Section 3-1.2, "Add Alternate Consideration," of the project Special Provisions.
- The estimate of construction quantities set forth herein is approximate only, being given as a basis for the comparison of bids. The City does not expressly or by implication agree that the actual amount of work will correspond therewith, and reserves the right to change the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or expedient in accordance with the Special Provisions.
- The City reserves the right to increase or decrease quantities as deemed necessary.

The undersigned declares, by their signature in the proposal documents, that the bidder has checked carefully all of the above figures and understands that the City shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

Date: 03/27/2025

(Type or print name)

Yadwinder Singh, Manager

Signature of Bidder

Yadwinder Singh

Line Items

Discount Terms No Discount

| Item # | Item Code | Type | Item Description | UOM | QTY | Unit Price | Line Total | Response | Comment |
|--|------------|------|---|------------|-------|--------------|----------------|----------|---------|
| Base Bid Items | | | | | | | \$1,507,400.00 | | |
| 1 | Section 11 | | Mobilization and Demobilization | Lump Sum | 1 | \$50,000.00 | \$50,000.00 | Yes | |
| 2 | Section 12 | | Traffic Control | Lump Sum | 1 | \$156,595.00 | \$156,595.00 | Yes | |
| 3 | Section 13 | | Waste Management | Lump Sum | 1 | \$1,000.00 | \$1,000.00 | Yes | |
| 4 | Section 14 | | SWPPP | Lump Sum | 1 | \$4,950.00 | \$4,950.00 | Yes | |
| 5 | Section 15 | | Adjust Monument to Grade | Each | 4 | \$2,290.00 | \$9,160.00 | Yes | |
| 6 | Section 15 | | Adjust Manhole to Grade | Each | 22 | \$1,500.00 | \$33,000.00 | Yes | |
| 7 | Section 15 | | Adjust Utility Structure to Grade | Each | 25 | \$1,033.00 | \$25,825.00 | Yes | |
| 8 | Section 15 | | Install ADA Heel Proof Grate | Each | 6 | \$3,000.00 | \$18,000.00 | Yes | |
| 9 | Section 15 | | Install Speed Table | Each | 3 | \$5,900.00 | \$17,700.00 | Yes | |
| 10 | Section 15 | | Install Speed Hump | Each | 2 | \$4,000.00 | \$8,000.00 | Yes | |
| 11 | Section 16 | | Tree Services and Root Repair | Lump Sum | 1 | \$5,000.00 | \$5,000.00 | Yes | |
| 12 | Section 26 | | Install Class II Aggregate Base | Cubic Yard | 300 | \$105.00 | \$31,500.00 | Yes | |
| 13 | Section 39 | | Roadway Excavation | Cubic Yard | 1230 | \$86.00 | \$105,780.00 | Yes | |
| 14 | Section 39 | | Install HMA Dig-out | SF | 5400 | \$11.50 | \$62,100.00 | Yes | |
| 15 | Section 39 | | Install HMA Paving | Ton | 2500 | \$136.00 | \$340,000.00 | Yes | |
| 16 | Section 56 | | Install sign on existing post | Each | 21 | \$250.00 | \$5,250.00 | Yes | |
| 17 | Section 56 | | Relocate existing sign post | Each | 4 | \$270.00 | \$1,080.00 | Yes | |
| 18 | Section 56 | | Install new sign and post | Each | 29 | \$450.00 | \$13,050.00 | Yes | |
| 19 | Section 73 | | Install PCC Valley Gutter Apron | SF | 280 | \$40.00 | \$11,200.00 | Yes | |
| 20 | Section 73 | | Install PCC Valley Gutter (3-feet) | LF | 85 | \$243.00 | \$20,655.00 | Yes | |
| 21 | Section 73 | | Install Vertical Curb and Gutter | LF | 390 | \$144.00 | \$56,160.00 | Yes | |
| 22 | Section 73 | | Install Rolled Curb and Gutter | LF | 30 | \$144.00 | \$4,320.00 | Yes | |
| 23 | Section 73 | | Install PCC Sidewalk | SF | 220 | \$23.00 | \$5,060.00 | Yes | |
| 24 | Section 73 | | Install PCC Driveway | SF | 140 | \$44.00 | \$6,160.00 | Yes | |
| 25 | Section 73 | | Install ADA Curb Ramp | Each | 11 | \$5,400.00 | \$59,400.00 | Yes | |
| 26 | Section 73 | | Install ADA Truncated Dome | Each | 1 | \$1,000.00 | \$1,000.00 | Yes | |
| 27 | Section 84 | | Install Signing and Striping | Lump Sum | 1 | \$265,055.00 | \$265,055.00 | Yes | |
| 28 | Section 86 | | Install RRFB | Each | 6 | \$23,400.00 | \$140,400.00 | Yes | |
| 29 | Section 15 | | Bid Allowance for Unknown Utility Conflicts | Allowance | 1 | \$50,000.00 | \$50,000.00 | Yes | |
| Alternate A Bid Items - Installation of Rubberized Asphalt Concrete (Surface lift) | | | | | | | \$121,600.00 | | |
| 30 | Section 39 | | Install HMA Paving (revoked from Base Bid) | Ton | -1900 | \$136.00 | -\$258,400.00 | Yes | |
| 31 | Section 39 | | Install Rubberized Hot Mix Asphalt | Ton | 1900 | \$200.00 | \$380,000.00 | Yes | |

Line Item Subtotals

| Section Title | Line Total |
|--|----------------|
| Base Bid Items | \$1,507,400.00 |
| Alternate A Bid Items - Installation of Rubberized Asphalt Concrete (Surface lift) | \$121,600.00 |
| Grand Total | \$1,629,000.00 |

| Base Bid Items | | | | | | | |
|-----------------------|----------|---|-------|--------------------|--|----------------------------------|--------------------|
| Item No. | Sec. No. | Description | Units | Estimated Quantity | Item Price per Unit of Quantity (In words) | Item Price per Unit (In figures) | Total (In figures) |
| Base Bid Items | | | | | | | |
| 1 | 11 | Mobilization and Demobilization | LS | 1 | | \$ | \$ |
| 2 | 12 | Traffic Control | LS | 1 | | \$ | \$ |
| 3 | 13 | Waste Management | LS | 1 | | \$ | \$ |
| 4 | 14 | SWPPP | LS | 1 | | \$ | \$ |
| 5 | 15 | Adjust Monument to Grade | EA | 4 | | \$ | \$ |
| 6 | 15 | Adjust Manhole to Grade | EA | 22 | | \$ | \$ |
| 7 | 15 | Adjust Utility Structure to Grade | EA | 25 | | \$ | \$ |
| 8 | 15 | Install ADA Heel Proof Grate | EA | 2 | | \$ | \$ |
| 9 | 15 | Install Speed Table | EA | 3 | | \$ | \$ |
| 10 | 15 | Install Speed Hump | EA | 2 | | \$ | \$ |
| 11 | 16 | Tree Services and Root Repair | LS | 1 | | \$ | \$ |
| 12 | 26 | Install Class II Aggregate Base | CY | 300 | | \$ | \$ |
| 13 | 39 | Roadway Excavation | CY | 1,230 | | \$ | \$ |
| 14 | 39 | Install HMA Dig-out | SF | 5,400 | | \$ | \$ |
| 15 | 39 | Install HMA Paving | TON | 2,500 | | \$ | \$ |
| 16 | 56 | Install sign on existing post | EA | 21 | | \$ | \$ |
| 17 | 56 | Relocate existing sign post | EA | 4 | | \$ | \$ |
| 18 | 56 | Install new sign and post | EA | 29 | | \$ | \$ |
| 19 | 73 | Install PCC Valley Gutter Apron | SF | 280 | | \$ | \$ |
| 20 | 73 | Install PCC Valley Gutter (3-feet) | LF | 85 | | \$ | \$ |
| 21 | 73 | Install Vertical Curb and Gutter | LF | 390 | | \$ | \$ |
| 22 | 73 | Install Rolled Curb and Gutter | LF | 30 | | \$ | \$ |
| 23 | 73 | Install PCC Sidewalk | SF | 220 | | \$ | \$ |
| 24 | 73 | Install PCC Driveway | SF | 140 | | \$ | \$ |
| 25 | 73 | Install ADA Curb Ramp | EA | 11 | | \$ | \$ |
| 26 | 73 | Install ADA Truncated Dome | EA | 1 | | \$ | \$ |
| 27 | 84 | Install Signing and Striping | LS | 1 | | \$ | \$ |
| 28 | 86 | Install RRFB | EA | 6 | | \$ | \$ |
| 29 | 15 | Bid Allowance for Unknown Utility Conflicts | AL | 1 | | \$50,000 | \$50,000 |

REPLACED BY ADDENDUM 01

Proposal Forms

| | | |
|---|-------------------|-----------|
| Base Bid Subtotal (Bid Items 1 – 29) | (In words) | \$ |
|---|-------------------|-----------|

| Bid Alternate A: Installation of Rubberized Asphalt Concrete (Surface lift) | | | | | | | |
|---|----------|--|-------------------|--------------------|--|----------------------------------|--------------------|
| Item No. | Sec. No. | Description | Units | Estimated Quantity | Item Price per Unit of Quantity (In words) | Item Price per Unit (In figures) | Total (In figures) |
| Alternate A Bid Items | | | | | | | |
| 1A | 39 | Install HMA Paving (revoked from Base Bid) | TON | -1,900 | | \$ | \$ |
| 2A | 39 | Install Rubberized Hot Mix Asphalt | TON | 1,900 | | \$ | \$ |
| Alternate A Bid Total (Bid Items 1A - 2A) | | | (in words) | | | \$ | |

Notes:

- Base and Alternate Bid Items will be considered in accordance with Section 3-1.2, "Add Alternate Consideration," of the project Special Provisions.
- The estimate of construction quantities set forth herein is approximate only, being given as a basis for the comparison of bids. The City does not expressly or by implication agree that the actual amount of work will correspond therewith, and reserves the right to change the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or expedient in accordance with the Special Provisions.
- The City reserves the right to increase or decrease quantities as deemed necessary.

The undersigned declares, by their signature in the proposal documents, that the bidder has checked carefully all of the above figures and understands that the City shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

Date: _____

(Type or print name)

Signature of Bidder

UNIT PRICE STRIPING SCHEDULE

(These prices will not be used to determine the apparent low bidder)

Bidder is required to provide the unit prices for the following items of striping work. These unit prices are not part of the basis for comparing and awarding bids; however, they will be used to compensate the successful bidder or credit the City for any deviation in striping work required from what is shown on the project plans and identified in the specifications.

| Description | Units | Item Price per Unit (In figures) |
|---|-----------------|-------------------------------------|
| 4" solid white or yellow line | Per Linear Foot | \$ 3.50 |
| 6" solid white or yellow line | Per Linear Foot | \$ 5.00 |
| 8" solid white or yellow line | Per Linear Foot | \$ 6.00 |
| 12" solid white or yellow line | Per Linear Foot | \$ 10.00 |
| Detail 9 | Per Linear Foot | \$ 4.00 |
| Detail 10 | Per Linear Foot | \$ 4.00 |
| Detail 22 | Per Linear Foot | \$ 5.00 |
| Detail 23 | Per Linear Foot | \$ 5.00 |
| Detail 27A | Per Linear Foot | \$ 4.00 |
| Continental crosswalk | Per Linear Foot | \$ 50.00 |
| Yield Line | Per Linear Foot | \$ 10.00 |
| Green Rectangular Area (Bike Lane) | Per Linear Foot | \$ 60.00 |
| Pavement legends* | Each * | \$ 240.00 |
| Sharrow | Each | \$ 510.00 |
| Bike Symbol/Bike Marking | Each | \$ 110.00 |
| Speed Hump Diamond Markings (All/Hump) | Each | \$ 250.00 |
| Speed Hump Chevron Markings (All/Hump) | Each | \$ 250.00 |
| Type IV "R", or "L" Symbol | Each | \$ 150.00 |
| Type A or Type AY Buttons | Each | \$ 8.00 |
| Type D or Type G Reflectors | Each | \$ 10.00 |
| Install Roadside Sign and Post | Each | \$ 985.00 |
| Blue Reflective Marker at Hydrant | Each | \$ 25.00 |
| * Pavement legends shall be measured where EACH shall be an individual word. For example: STOP is counted as 1 (each), STOP AHEAD is counted as 2 (each), SLOW SCHOOL XING is counted as 3 (each), and so on. | | |

The prices listed in the unit price stripping schedule shall include, but shall not be limited to labor, materials, installation, overhead, profit, insurance, and bonds to cover the full cost of the finished work. The undersigned declares, by their signature in the proposal documents, that the

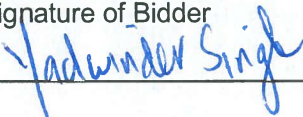
bidder has checked carefully all of the above figures and understands that the City shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

ADDENDA ACKNOWLEDGEMENT

The undersigned acknowledges receipt of Addendum number 01 through 01 inclusively.

Date: 03/27/2025

(Type or print name)
Yadwinder Singh, Manager

Signature of Bidder


Bidder Certifications and Statements

The following certifications, statements and responses are hereby incorporated into the Proposal:

Principal Persons with Interest in Proposal

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.

Rapid Services LLC dba Rapid Grading Services

Yadwinder Singh

Karandeep Gill

Public Contract Code Section 10285.1 Statement

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ____/has not X been convicted within the preceding three years of any offenses referred to in that Section. These offenses include any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works Contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100,. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In accordance with Public Contract Code Section 10162, the bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

YES _____ NO X _____

If the answer is yes, explain the circumstances in the following space:

Public Contract Code Section 10232 Statement

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Workers Compensation Requirement

The Contractor hereby states that he is aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he agrees to comply with such provisions before commencing the performance of the work of this Contract.

Registration of Contractors

Before submitting bids, Contractors shall be licensed in accordance with the provisions of the State Contractors' License Law, Business and Professions Code 7000 et seq. as amended. Pursuant to California Labor Code section 1771.4, the project that is the subject and purpose of this contract is subject to prevailing wage compliance monitoring by the California Department of Industrial Relations.

Pursuant to California Labor Code section 1771.1, by execution below, the Bidder and its Subcontractors certify that they are registered and qualified to perform public work pursuant to section 1725.5 of the California Labor Code, subject to limited legal exceptions.

Affidavit of Noncollusion

Title 23, United States Code, Section 112 Noncollusion and Public Contract Code Section 7106

In accordance with Title 23, United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the Contract on anyone interested in the proposed Contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Statements, Questionnaire, and Non-collusion Affidavit are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statements, Questionnaire and Non-collusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Debarment and Suspension Certification

The bidder, under penalty of perjury, certifies that, except as noted below, they or any person associated therewith in the capacity of owner, partner, director, officer, manager (please check if applicable):

- ☒ Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency;
- ☒ Has not been suspended, debarred, voluntarily excluded or determined ineligible by any state or federal agency within the past three (3) years;
- ☒ Does not have a proposed debarment pending; and
- ☒ Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are any exceptions to this certification, insert the exceptions in the following space:

n/a

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action:

n/a

Note: Providing false information may result in criminal prosecution or administrative sanction. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

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 Sections 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 the perjury under the laws of the State of California that the Non-Collusion Affidavit, and the Debarment and Suspension Certification are true and correct.

Date: 03/27/2025

(Type or print name)

Yadwinder Singh, Manager

Signature of Bidder

Yadwinder Singh

Business Address (Street Address, City, State & Zip Code):

23842 Cabot Blvd, Hayward, CA 94545

Business Phone: (650) 281.5495

Fax No.: () _____

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

State of California }
 County of Alameda } ss.

"I, Yadwinder Singh, being first duly sworn, deposes and says that he or she is the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly, or indirectly, sought by agreement, communication, or conferred 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, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in this bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

Rapid Grading Services
 Contractor

Yadwinder Singh

On _____, before me, _____ a Notary Public, personally appeared _____, personally known to me (or 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 they executed the same in their authorized capacity(ies), and that by their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

 Notary Public

(Seal)

SEE ATTACHED NOTARY ACKNOWLEDGEMENT

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 Alameda

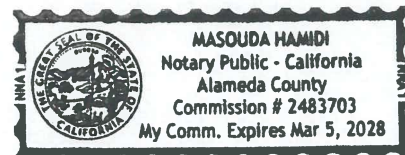
On 3/27/25 before me, MASOUDA HAMIDI
(insert name and title of the officer)

personally appeared YADWINDER SINGH,
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)



Subscribed and sworn to before me this

27th day of MARCH, 2025

Notary Public in and for the County of ALAMEDA, STATE OF CALIFORNIA



**CITY OF MENLO PARK
STATE OF CALIFORNIA**

Bid Bond

Note: Bidders may use this form as the Bid Bond to accompany proposals or may substitute standardized bond forms prepared by their surety. If substitute forms are submitted, the following text shall be included.

KNOW ALL PERSONS BY THESE PRESENTS, that we, Rapid Services, LLC, as Principal, and The Ohio Casualty Insurance Company, as Surety, are held and firmly bound unto the City of Menlo Park, hereinafter called "City", in penal sum of ten percent (10%) OF THE TOTAL AMOUNT OF THE PROPOSAL submitted to the said City for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Proposal dated March 27, 2025, for the Middle Avenue Complete Streets Project (CPT031).

NOW, THEREFORE, if the Principal shall not withdraw said Proposal prior to the date and time for the opening of bids, and if the Principal is awarded the Contract and shall within the period specified in the Proposal after receiving notice that the Contract has been awarded and the prescribed forms are presented to him/her for signature, enter in a written Contract with the City, in accordance with the Proposal as accepted and give insurance and bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Proposal within the period specified or the failure to enter into such Contract and give such City bonds, within the time specified, if the Principal shall pay the City the difference between the amount specified in said Proposal and the amount for which the City may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the City in again calling for bids, then the above obligation shall be voided and of no effect, otherwise to remain in full force and virtue.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the work, or to the specifications.

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 attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this 24th day of March, 2025, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

(Corporate Seal)

Principal

By: Rapid Services, LLC

Yadwinder Singh

(Acknowledgment)

Title: MANAGER

(Corporate Seal)

Surety

By:

Jody Nelson, Attorney-In-Fact

Jody Nelson

(Acknowledgment)

Title The Ohio Casualty Insurance Company

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.

NOTE TO SURETY COMPANY: The following form of acknowledgment should be used. If any other form of acknowledgment is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

NOTARIAL ACKNOWLEDGMENT OF ATTORNEY-IN-FACT OF SURETY

STATE OF CALIFORNIA }
 } ss.
COUNTY OF _____ }

On _____, before me, _____ a Notary Public, personally appeared _____, personally known to me (or 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 they executed the same in their authorized capacity(ies), and that by their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(Seal)

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 Alameda)

On 3/27/25 before me, MASOUDA HAMIDI
(insert name and title of the officer)

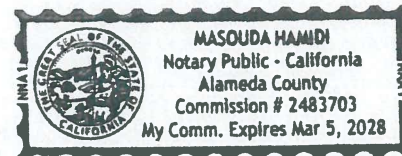
personally appeared YADWINDER SINGH,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ 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)



CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }

County of Santa Clara }

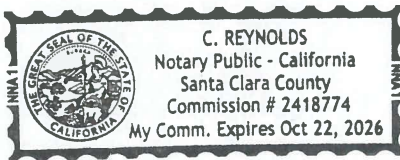
On 03-24-2025 before me, C Reynolds, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jody Nelson
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.



Place Notary Seal and/or Stamp Above

Signature C Reynolds
Signature of Notary Public

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: _____



POWER OF ATTORNEY

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

Certificate No: **8213235-988333**

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, James Untiedt; Jody Nelson

all of the city of San Jose 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 27th day of February, 2025.



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

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 27th day of February, 2025 before me personally appeared Nathan J. Zangerle, 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 Plymouth Meeting, 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, 2029
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 Nathan J. Zangerle, 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 25 day of March, 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.



**CITY OF MENLO PARK
STATE OF CALIFORNIA**

Alternate Form of Bid Deposit

Note: Bidders may use this form as the Bid Deposit to accompany proposals when submitting a cashier's check or a certified check, which must accompany this form.

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, as Principal, are held and firmly bound unto the City of Menlo Park, hereinafter called "City", in penal sum of ten percent (10%) OF THE TOTAL AMOUNT OF THE PROPOSAL submitted to the said City for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE EXACT FORM OF THIS DEPOSIT is as hereby described as: _____

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying Proposal dated _____, 2025, for the **Middle Avenue Complete Streets Project (CPT031)**.

NOW, THEREFORE, if the Principal shall not withdraw said Proposal prior to the date and time for the opening of bids, and if the Principal is awarded the Contract and shall within the period specified in the Proposal after receiving notice that the Contract has been awarded and the prescribed forms are presented to him/her for signature, enter in a written Contract with the City, in accordance with the Proposal as accepted and give insurance and bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Proposal within the period specified or the failure to enter into such Contract and give such City bonds, within the time specified, if the Principal shall pay the City the difference between the amount specified in said Proposal and the amount for which the City may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the City in again calling for bids, then the above obligation shall be voided and of no effect, otherwise to remain in full force and virtue.

Principal hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligation, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this Deposit by the City and judgment is recovered, all costs incurred by the City in such suit, including a reasonable attorney's fee to be fixed by the court shall also be added to the judgment award and be payable from the funds or instrument constituting this Deposit.

IN WITNESS WHEREOF, the above-bounded party has executed this instrument on this _____ day of _____, 20__, the name, and corporate seal if a corporation, being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

By: _____

Name: _____

(Acknowledgment)

Title: _____

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.

NOTE TO SURETY COMPANY: The following form of acknowledgment should be used. If any other form of acknowledgment is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

NOTARIAL ACKNOWLEDGMENT OF ATTORNEY-IN-FACT OF SURETY

STATE OF CALIFORNIA }

} ss.

COUNTY OF _____ }

On _____, before me, _____, a Notary Public, personally appeared _____, personally known to me (or 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 they executed the same in their authorized capacity(ies), and that by their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(Seal)

List of Subcontractors

Each Bidder shall set forth below the name, business address, telephone number and State of California Contractor's license number, class, and expiration date of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these Contract Documents. The Bidder shall also list the proposal item number(s) to be done, in whole or in part, by each subcontractor and the total amount of each subcontractor's work in dollars and as a percentage of the total bid amount. The Bidder's attention is directed to Section 8-1.01, "Subcontracting", of the Standard Specifications.

Per sections 4100-4114 of the Public Contracts Code, the Bidder shall list the name, California Contractor license number, address and telephone number of each subcontractor to whom the Bidder proposes to subcontract portions of the work in the excess of 0.5% of the total Contract, or \$10,000, whichever is greater.

NOTE: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to section 1725.5 of the Labor Code, subject to limited legal exceptions under Labor Code section 1771.1.

1. Name: ABSL Construction Item No(s). 13
Contractor's License No.: 621781 Class: A,B Exp. Date: 06/30/2025
DIR Registration No.: 1000002818
Address: 29393 Pacific St, Hayward, CA 94545 Tel: () 510.727.0900
Dollar Amount & Percent of Total Bid: \$ 9,200.00 (.56 %)
Description of portion of work subcontracted: milling

2. Name: Rapid Trans Item No(s). 9(p), 10(p), 12(p), 13(p), 14(p) 15(p) 1A(p), 1B(p)
Contractor's License No.: N/A Class: N/A Exp. Date: N/A
DIR Registration No.: 1000673844
Address: 100 Hegenberger Rd, Ste 160, Oakland, CA 94621 Tel: () 925.200.1314
Dollar Amount & Percent of Total Bid: \$ 120,524.00 (7.4 %)
Description of portion of work subcontracted: trucking / hauling

3. Name: Tennyson Electric Item No(s). 1(p), 27(p), 28
Contractor's License No.: 717998 Class: C10 Exp. Date: 05/31/2025
DIR Registration No.: 1000013487
Address: 7275 National Dr, Ste A, Livermore, CA 94550 Tel: () 925.606.1038
Dollar Amount & Percent of Total Bid: \$ 179,920.00 (11 %)
Description of portion of work subcontracted: RRFB, Speed feedback Signs

4. Name: Chrisp Company Item No(s). 1(p), 2(p), 16, 17,18, 27(p)
Contractor's License No.: 374600 Class: ^{A,C13,}C32 Exp. Date: 05/31/2025
DIR Registration No.: 1000000306
Address: 1001 Stokes Ave, Stockton, CA 95215 Tel: () 209.948.2175
Dollar Amount & Percent of Total Bid: \$ 327,515.00 (20.1 %)
Description of portion of work subcontracted: striping and markings

SUBCONTRACTORS

(Continued)

5. Name: _____ Item No(s). _____
 Contractor's License No.: _____ Class: _____ Exp. Date: _____
 DIR Registration No.: _____
 Address: _____ Tel: (____) _____
 Dollar Amount & Percent of Total Bid: \$ _____ (____ %)
 Description of portion of work subcontracted: _____
6. Name: _____ Item No(s). _____
 Contractor's License No.: _____ Class: _____ Exp. Date: _____
 DIR Registration No.: _____
 Address: _____ Tel: (____) _____
 Dollar Amount & Percent of Total Bid: \$ _____ (____ %)
 Description of portion of work subcontracted: _____
7. Name: _____ Item No(s). _____
 Contractor's License No.: _____ Class: _____ Exp. Date: _____
 DIR Registration No.: _____
 Address: _____ Tel: (____) _____
 Dollar Amount & Percent of Total Bid: \$ _____ (____ %)
 Description of portion of work subcontracted: _____
8. Name: _____ Item No(s). _____
 Contractor's License No.: _____ Class: _____ Exp. Date: _____
 DIR Registration No.: _____
 Address: _____ Tel: (____) _____
 Dollar Amount & Percent of Total Bid: \$ _____ (____ %)
 Description of portion of work subcontracted: _____
9. Name: _____ Item No(s). _____
 Contractor's License No.: _____ Class: _____ Exp. Date: _____
 DIR Registration No.: _____
 Address: _____ Tel: (____) _____
 Dollar Amount & Percent of Total Bid: \$ _____ (____ %)
 Description of portion of work subcontracted: _____

Mandatory Safety Program Requirements

The City of Menlo Park requires that to be considered a responsive bid, that all bidders meet the following safety qualification guidelines. The bidder's sub-consultant or sub-contractor shall be exempt from this section unless otherwise requested by the Engineer in writing. **Failure to provide the safety data sheets will result in a non-responsive bid.**

All Bidders must satisfy at least two of the three safety standards identified below. If a BIDDER cannot satisfy two of the three minimum safety standards, the City will consider a bid from BIDDER meeting only one of the minimum safety standards, however the BIDDER will be required to provide the services of a third-party safety consultant specializing in the type of work to be performed that is acceptable to the Engineer. The City will not be responsible for any additional costs incurred for providing the third-party safety consultant and BIDDER shall include such costs in its bid. The third-party safety consultant will be used in the capacity of reviewing the Contractor's Site Safety and Project Safety Plans, providing periodic monitoring of site safety at a frequency to be determined by the Engineer, reviewing special safety hazards not addressed in the Contractor's safety plans and reviewing and evaluating the safety incidents that occur during the project.

City of Menlo Park Minimum Safety Standards:

1. Experience Modification Rate (EMR or Exmod): Experience modification rates are calculated by the insurance industry as a way to determine equitable workers' compensation insurance premiums. It is calculated as a three-year moving average. A BIDDER shall have a current three-year average EMR of **1.0** or lower.
2. Recordable Incident Rate (RIR): The RIR is a measure of the frequency of injuries and is a measure of all occupational injuries and illnesses that occur within an organization. It is calculated from the OSHA Log 300 form. A BIDDER shall have a current three-year average RIR of **7.0** or lower.
3. Lost Time Incident Rate: The LTIR is an indicator of the severity of a company's occupational injuries. The LTIR deals only with incidents that result in lost work time. Like the RIR, the information needed to calculate the LTIR is derived OSHA Log 300 form. A BIDDER shall have a current three-year average RIR of **4.6** or lower.

All Bidders shall complete and submit the following forms and release with its bid.

Mandatory Safety Program Requirements Experience Modification Rate

The following information will be used to determine if you meet the minimum safety requirements for this project.

You must not have a three-year average Workers' Compensation Experience Modification Rate (Ex-mod) greater than **1.0**. Please provide verification of your Ex-mod from your insurer in your proposal and provide your current Ex-mod below:

Enter your Experience Modification Rate for the last three complete years (available from your insurance carrier).

20 24 EMR = .75

20 23 EMR = .95

20 22 EMR = 1.07

THREE-YEAR AVERAGE = .92

Mandatory Safety Program Requirements Recordable incident rate

The following information will be used to determine if you meet the minimum safety requirements for this project. To qualify, you must not have a three-year average Recordable Incident Rate greater than **7.0**. Incident rate information is on your OSHA Log 300. Please calculate the RIR for the last three complete years as follows.

$$\frac{\text{Total number of recordable incidents} \times 200,000}{\text{Total employee hours worked}} = \text{RIR}$$

Recordable incidents

| Year | Number |
|--------------|----------|
| 20 <u>24</u> | <u>0</u> |
| 20 <u>23</u> | <u>0</u> |
| 20 <u>22</u> | <u>0</u> |

Total Employee Hours Worked

| Year | Hours |
|--------------|---------------|
| 20 <u>24</u> | <u>20,800</u> |
| 20 <u>24</u> | <u>12,480</u> |
| 20 <u>24</u> | <u>8320</u> |

Enter your Total Recordable Incident Rate for each of the last three complete years.

20 24 RIR = 0.00

20 23 RIR = 0.00

20 22 RIR = 0.00

Three-Year Average = 0.00

Mandatory Safety Program Requirements Lost time incident rate

The following information will be used to determine if you meet the minimum safety requirements for this project. To qualify, you must not have a three-year average Lost Time Incident Rate greater than **4.6**. Incident rate information is on your OSHA Log 300. Please calculate the LTIR for the last three complete years as follows.

$$\frac{\text{Total number of lost-time incidents} \times 200,000}{\text{Total employee hours worked}} = \text{LTIR}$$

Lost-time Incidents

| Year | Number |
|---------------|----------|
| 20 <u>24</u> | <u>0</u> |
| 20 <u>23</u> | <u>0</u> |
| 200 <u>22</u> | <u>0</u> |

Total Employee Hours Worked

| Year | Hours |
|--------------|---------------|
| 20 <u>24</u> | <u>20,800</u> |
| 20 <u>23</u> | <u>12,408</u> |
| 20 <u>22</u> | <u>8,320</u> |

Enter your Lost Time Incident Rate for each of the last three complete years.

20 24 LTIR = 0.00

20 23 LTIR = 0.00

20 22 LTIR = 0.00

Three-Year Average = 0.00

**Mandatory Safety Program Requirements
Authorization to Disclose Information**

To verify the information provided in your bid packet, we may contact your workers' compensation insurance company, agent, broker, safety consultants, or other related parties. Please provide your authorization to release this information. Failure to do so will result in automatic disqualification.

I authorize my insurance company, agent or broker, as well as any other party with knowledge of the Company's safety record, to disclose to the City of Menlo Park information concerning the Company's insurance coverage, claims, and safety record, including the Workers' Compensation Experience Modification Rate, Recordable Incident Rate, Lost Time Incident Rate, OSHA 300 log, claims history, or other safety issues or factors related to the Company's operations.

Company Name: Rapid Grading Services

Authorized By: Yadwinder Singh Title: Manager

Signature:  Date: 03/27/2025

This authorization shall remain in effect for the duration of the project or one year from date of signature. A copy of the authorization shall be as valid as the original.

Agent or Broker: Acrisure

Address: 3155 Olsen Dr, Ste 400, San Jose, CA 95117

Contact Name: Dmitriy Lazarev Phone: 408.329.4426

Contact Email Address: dlazarev@acrisure.com

Safety Personnel or Consultant: Rapid Grading Services

Contact Person: Yadwinder Singh Phone: 408.210.3938

Contact Email Address: ysingh@rapidgradingservices.com

Bidder's Financial Responsibility, Technical Ability & Experience

THE BIDDER SHALL FURNISH EVIDENCE OF FINANCIAL RESPONSIBILITY AND ABILITY TO PERFORM THE WORK INCLUDED IN THIS PROPOSED CONTRACT. SUCH EVIDENCE MAY INCLUDE, BUT NOT BE LIMITED TO, A FINANCIAL STATEMENT AS OF THE DATE OF BID; A STATEMENT, WITH REFERENCES, OF THREE COMPLETED PROJECTS OF A SCOPE & PRICE SIMILAR TO THAT INCLUDED HEREIN; A STATEMENT OF THE LAST THREE PROJECTS PERFORMED REGARDLESS OF THEIR CHARACTER; AND SUCH OTHER INFORMATION WHICH WILL ENABLE THE PUBLIC WORKS DIRECTOR TO JUDGE THE BIDDER'S RESPONSIBILITY, EXPERIENCE, SKILL AND BUSINESS STANDING.

The bidder has been engaged in the contracting business under State License No. 1101213 for a period of 2 years and has the following DIR Registration No. 1001011090.

The bidder's three recently completed projects similar to the work outlined by section -11 General of these special provisions for a Public Agency in the State of California:

1. Title of Project: Clayton Neighborhood Street Rehabilitation Project City Project 2306
Owner: City of Clayton
Address: 6000 Heritage Trail, Clayton, CA 94517
Telephone No.: 925.890.9732
Engineer in Charge: Larry Theis
Date Accepted: 11/12/2024

2. Title of Project: 2024 PAVEMENT DIGOUT PROJECT – PHASE 1 Project 2024-08
Owner: County of Marin
Address: 3501 Civic Center Dr, Ste 304, San Rafael, CA 94903
Telephone No.: 415.246.5017
Engineer in Charge: Rachel Calvert
Date Accepted: 09/11/2024

3. Title of Project: 2024 Accessibility Project City Project No. C1040/C1071

Owner: City of Martinez

Address: 525 Henrietta St, Martinez, CA 94553

Telephone No.: 707-978-8308

Engineer in Charge: Brian Fleck

Date Accepted: 02/07/2025

Reference is hereby made to the following bank or banks as to the financial responsibility of the bidder:

| Name of Bank | Address |
|-------------------|--|
| <u>Chase Bank</u> | <u>24333 Southland Dr, Hayward, CA 94545</u> |
| <u></u> | <u></u> |

Reference is hereby made to the following surety companies as to the financial responsibility and general reliability of the bidder:

Company: The Ohio Casualty Insurance Company

Address: 175 Berkeley St, Boston, MA 02116

Company:

Address:

Bidder's Qualification Statement

All Prospective Bidders **must** submit the Qualification Statement (QS) herewith along with the Bid Package.

Qualifications Statement Requirements: Prospective Bidders shall submit all information and forms specified in the Qualifications Statement, including the Response Sheets and resumes for key personnel. Failure to provide the required responsibility information as indicated herewith shall constitute grounds for rejection of the QS.

Review of the Qualifications Statement: All information submitted for qualification evaluation will be considered official information acquired in confidence and the City will maintain its confidentiality to the extent permitted by law.

The City and/or its designee will review and evaluate the information contained in each Prospective Bidder's QS within five (5) days and notify Prospective Bidders, whether their QS is found responsive and responsible for this project. The sole and discretionary judgment of the City and/or its designee will determine if a Prospective Bidder is deemed responsible and responsive.

Protesting a Disqualification: Prospective Bidders who are disqualified for this project, may submit a protest to the City. This protest must be submitted in writing and must provide a basis or grounds for the protest. This written protest must be received by the City within five (5) days of the date the City issues a disqualification notification. Please see section 3-1.1 for procedure to protest award of contract.

Response Sheets

Please answer the following questions and sign the Qualification Statement certification for **Middle Avenue Complete Streets Project (CPT031)** :

Contractor will be immediately disqualified if the answer to any of questions 1 through 3 is "No."

- A. Contractor has a liability insurance policy with a policy limit of at least \$2,000,000 per occurrence and \$4,000,000 aggregate.
☒ Yes ☐ No
- B. Contractor has current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.
☒ Yes ☐ No
- C. Contractor's Field Superintendent/Foreman has a minimum of five (5) years of construction experience doing similar scope of work per the project description, each with a minimum construction value of \$100,000. Please attach a copy of a resume of the proposed Field Supervisor/Foreman, detailing the similar project descriptions, project responsibilities, relevant experience, and project owner references including current contact information.
☒ Yes ☐ No

Contractor may be disqualified if the answer to any of questions 4 through 15 is "Yes". Explanation deemed to be Assistant Public Works Director/City Engineer

- D. Has your contractor's license been revoked at any time in the last five (5) years?
☐ Yes ☒ No
- E. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?
☐ Yes ☒ No
- F. At the time of submitting this Qualification Statement, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to Labor Code section 1777.1.
☐ Yes ☒ No
- G. At any time during the last five (5) years, has your firm or any of its officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?
☐ Yes ☒ No
- H. Was your firm in bankruptcy at any time during the last five (5) years?
☐ Yes ☒ No
- I. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?
☐ Yes ☒ No

- J. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?
☐ Yes ☒ No
- K. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?
☐ Yes ☒ No
- L. Defaulted on a contract forcing a surety to suffer a loss?
☐ Yes ☒ No
- M. Had any mediation or arbitration on a contract initiated by the owner/public agency?
☐ Yes ☒ No
- N. Has the Contractor been fined, penalized or otherwise found to have violated any State or Federal fair employment provision or law?
☐ Yes ☒ No
- O. Has the Contractor been fined, penalized or otherwise found to have violated any prevailing wage provisions?
☐ Yes ☒ No

Explanation field for the ones they answered yes are subject for review, and not automatically disqualified.

Qualifications Statement Certification. The Undersigned declares under penalty of perjury that all of the responsibility information submitted with this form is true and correct and that this Declaration was executed by a duly authorized officer of the Company.

Signature Yadwinder Singh
 Typed or Printed Name and Title Yadwinder Singh, Manager
 Firm Name Rapid Grading Services
 Address 23842 Cabot Blvd, Hayward, CA 94545
 Telephone Number 650.281.5495 Fax Number _____
 QS Contact Email Address: ysingh@rapidgradingservices.com

YADWINDER SINGH

Phone: 408-210-3938, Email: ysingh@rapidgradingservices.com

PROFESSIONAL SUMMARY

Experienced construction manager with over 20 years of expertise in dump trucking, grading, paving, and project management. A highly skilled project superintendent with extensive knowledge in overseeing large-scale construction and infrastructure projects. Strong background in both residential and commercial construction, including paving, grading, and demolition. Proven leadership and organizational skills, with a history of successfully managing teams and ensuring projects are completed on time and within budget.

PROFESSIONAL EXPERIENCE

Project Superintendent & Project Manager - Rapid Services LLC DBA Rapid Grading Services

2022 - Present

- Oversee grading and paving projects across multiple cities.
- Manage project timelines, budgets, and resources, ensuring efficiency and quality.
- Coordinate with subcontractors, clients, and stakeholders to meet project objectives.
- Provide hands-on leadership to field crews, ensuring adherence to safety protocols.

General Manager & Partner - PMK Construction

2015- 2022

- Managed operations for a construction firm specializing in grading and paving.
- Supervised project execution and ensured all projects were completed on time and within budget.
- Led teams in the successful completion of high-profile projects across the Bay Area.

Manager – Construction Dump Trucking - Various Companies

2000 - 2020

- Managed logistics and operations for dump trucking services, specializing in construction materials transportation.
 - Ensured the smooth delivery and removal of materials for large-scale grading and paving projects.
 - Maintained strong relationships with clients, ensuring efficient project coordination.
-

EDUCATION

Diploma in Electrical Engineering

Guru Nanak Dev Engineering College, Ludhiana, Punjab, India

1997

RAPID GRADING SERVICES

EARTHWORK | GRADING | PAVING

23842 Cabot Blvd, Hayward, CA 94545 | Phone (510) 789-8807

CSLB No. 1101213 | DIR 1001011090

SKILLS & EXPERTISE

- Project Management
 - Grading & Paving Operations
 - Dump Trucking Logistics
 - Team Leadership & Staff Management
 - Budget & Schedule Management
 - Safety & Compliance
 - Client Relations & Stakeholder Communication
-

CLIENT REFERENCES

- **Doug Hamilton - Gray West**
 - **Project:** Alma Street Paving and Sidewalk Concrete Work
 - **Contact:** 714-469-4370
- **Pat Mueller - Path Construction**
 - **Project:** Costco Parking Area Paving, Road Construction, Grading
 - **Contact:** 847-409-1634
- **Daryl Vorne - ABSL Construction**
 - **Project:** Various
 - **Contact:** 510.750.4643

RAPID GRADING SERVICES

EARTHWORK | GRADING | PAVING

23842 Cabot Blvd, Hayward, CA 94545 | Phone (510) 789-8807

CSLB No. 1101213 | DIR 1001011090



**MIDDLE AVENUE COMPLETE STREETS PROJECT
PROJECT NO. CPT-031 | MARCH 20, 2025
ADDENDUM NO. 1**

THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO INCLUDE AND ACKNOWLEDGE THE ADDENDUM MAY RESULT IN THE BID BEING REJECTED AS NOT RESPONSIVE.

Instructions: The bidder must sign this addendum in the space provided below and enclose one signed copy with the bid. Failure to enclose this signed copy with the bid proposal shall not relieve the bidder of his obligation to incorporate these changes to this proposal.

ADDENDUM No. 1 includes the following changes:

1. Pay Item Price Schedule (See Attachment A of this Addendum)

- a. Bidders shall use the updated Pay Item Price Schedule (included hereto as **Attachment A**) for their bid. This version includes a modification to Bid Item 8: Install ADA Heel Proof Grate” and will supersede the original document in the contract specifications.

2. Plan Revisions (See Attachment B of this Addendum)

The following sheets have been superseded and included as Attachment B.

- a. Sheet C-1, C-3, and C-6: Added note regarding non-slip grate
- b. Sheet C-7: Removed Keynote 26
- c. Sheet DR-1: Removed from contract
- d. Sheet CD-6 Detail revision for speed table
- e. Sheet CD-8: New detail for ADA Non-slip grate

3. The following Measurement and Payment terms in Section 15 are superseded as follow:

a. Section 15 2.2A: Payment for retrofitting existing drain inlet grates is hereby removed.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for performing all the work required for adjusting monuments, utility boxes (including all boxes, vaults, manholes, and valves overlapping asphalt resurfacing limits) or other project improvements, to finished grade complete in place as indicated in the Plans, construction details, and these Special Provisions, including but not limited to the provisions outlined in 15-2.2 herein, as directed by the Engineer shall be as follows and no additional compensation shall be allowed therefor.

Payment for adjusting monuments to grade will be made under:

Adjust Monument to Grade - Per Each (EA)

Payment for adjusting utility boxes, vaults, and valves to grade will be made under:

Adjust Utility Structure to Grade - Per Each (EA)

Payment for adjusting utility manholes to grade will be made under:

Adjust Manhole to Grade - Per Each (EA)

b. Added Section 15-2.2B:

Where specified on Plan, the ADA non-slip grate shall be Metalsdepot Stainless Steel Floorplate (non-polished) or approved equal. Full compensation for furnishing all labor, materials, tools, equipment, curb connections, and incidentals for performing all the work required to install ADA non-slip grates at proposed speed tables, complete in place, and as indicated in the Plans, construction details, and these Special Provisions (including requirements noted on Sheets CD-6 and CD-8) as directed by the Engineer shall be as

follows and no additional compensation shall be allowed therefor.

Payment for installing ADA non-slip grates over proposed speed tables will be made under:
Install ADA heel proof grate **- Per Each (EA)**

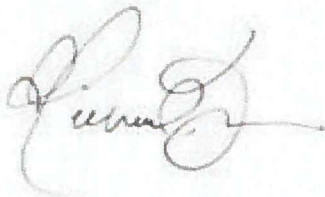
c. **Section 15-2.3A, "Payment," modified as follow:**

"Measurement and Payment of ADA heel proof grates abutting speed tables shall be bid separately per Section 15-2.2B. Measurement and payment for speed tables shall extend to the asphalt conform abutting the ADA heel proof grate, and connection, within the street.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all the work required for removing, off-hauling, and installing new speed humps and tables and associated striping, complete in place, as indicated in the Plans, construction details, and these Special Provisions as directed by the Engineer shall be as follows and no additional compensation shall be allowed therefor.

Payment will be made under:
Install Speed Table **- Per Each (EA)**
Install Speed Hump **- Per Each (EA)**

Approved by:



Guan Huan Fu, Assistant Public Works Director

Acknowledgement (signature required below):

Yadwinder Singh
BIDDER'S SIGNATURE

03/27/2025
DATE

Yadwinder Singh, Manager
BIDDER'S NAME AND TITLE

Rapid Grading Service
COMPANY