



STAFF REPORT

City Council

Meeting Date:

4/14/2026

Staff Report Number:

26-051-CC

Consent Calendar:

Award a construction contract to Radius Earthwork, Inc. for the Bay and Pierce Road Improvement project and determine this action is categorically exempt pursuant to California Environmental Quality Act Guideline §§15301 (c)

Recommendation

Staff recommends that the City Council award a \$1,528,411 construction contract, including a bid alternate for Safe Routes to School improvements, to Radius Earthwork, Inc. (Radius) for the Bay and Pierce Road Improvement project (Project) (Attachment A), approve a contingency in the amount of \$350,000 (held by the City); and determine this action is categorically exempt pursuant to California Environmental Quality Act (CEQA) Guideline §§15301 (c) for existing facilities.

Policy Issues

This Project is consistent with the City's goal of maintaining its municipal infrastructure and extending the life and safety of its roadway network and is included in the Capital Improvement Plan (CIP) as part of the Street Resurfacing program. The Project is also consistent with the General Plan Circulation Element, the Transportation Master Plan, and the Vision Zero Action Plan. These policies seek to maintain a safe, efficient, attractive, user-friendly circulation system that promotes a healthy, safe and active community in the City.

Background

The City maintains approximately 96 miles of roadways across 348 streets. Staff uses StreetSaver, a pavement analysis software endorsed by the Metropolitan Transportation Commission (MTC), as the pavement management system for cataloguing streets and identifying segments in need of repair. Through grants provided by MTC, the City's street pavement conditions are assessed every two years. Each street is assigned a pavement condition index (PCI) rating, a numeric identifier that has a scale of zero to 100, to classify the condition of the roadway (Table 1). Generally, streets over 70 PCI qualify for preventative maintenance treatments such as slurry seal. Streets classified with PCI 70 or lower require asphalt resurfacing. The City's current overall PCI is 76 (good) and ranks 21 out of 110 Bay Area jurisdictions.

To maintain the City's PCI rating in the good category, staff execute street maintenance projects, typically alternating between asphalt resurfacing and slurry seal treatment each year per the City's five-year Street Maintenance Plan (Plan). Staff provided an update on the City's street maintenance projects for 2026 on Dec. 15, 2025 (Attachment B) and will provide a separate update on the Plan's five-year projection as an informational item to the City Council at the end of this calendar year.

Table 1: PCI classification		
PCI rating	Street condition	Recommended repair
0 to 25	Failed to very poor	Street reconstruction
26 to 49	Poor	Deep overlay (over 3 inches)
50 to 69	At risk to fair	Thin overlay (1 to 3 inches)
70 to 100	Good to excellent	Slurry seal

Analysis

As part of the design, staff evaluated PCI data, reviewed pavement cores, and conducted site walks to define the scope of work for Bay and Pierce Roads. The result of these efforts are described in the sections below.

Bay Road design

The pavement condition of Bay Road is good, with a PCI of 83 from Ringwood Avenue to Van Buren Road. Staff also walked the site and confirmed that this span of Bay Road is suitable for slurry seal treatment. Note that the City's on-call asphalt repair contractor performed extensive patching along Bay Road in 2022, improving the road pavement conditions significantly. Any isolated areas of pavement damage along the Bay Road will be crack-sealed or patched prior to applying slurry as typical for street maintenance projects.

Staff documented areas of ponding due to existing depressions, cracked gutters, and clogged inlets during field investigations. The Project will correct low-points and replace damaged drainage features as part of the work. Moreover, Public Works maintenance staff will clean out any existing inlets to ensure that these conveyance structures are free from debris. New curb ramps and crossings will be built where accessibility issues were documented per the Americans with Disabilities Act. Improved crossings are also proposed at Ringwood Avenue and Menlo Oaks Drive (as designated school routes) and Berkeley Avenue (as an uncontrolled crossing).

Pierce Road design

The condition of Pierce Road (from Del Norte and Terminal Avenues to Henderson Avenue) is good, with an average PCI of 85 between Del Norte and Henderson Avenue. Staff determined that this segment of Pierce Road is suitable for asphalt patching and slurry seal treatment. The pavement condition of Pierce Road (from Henderson to Windermere Avenue) is poor and will receive a deep asphalt mill and overlay ahead of the work included under this contract. The remaining span of Pierce Road between Windermere and Carlton Avenue will receive full roadway reconstruction (i.e., new hot mix asphalt over aggregate base).

On Feb. 24, the City Council adopted a resolution to install a no stopping zone along the south side of Pierce Road between Del Norte and Carlton Avenues. The Project includes the installation of a bicycle lane on the south side, and sharrows on the north side of Pierce Road in accordance with the resolution. The scope of work also includes new crossings along Pierce Road (including an improved crossing at the intersection of Terminal and Del Norte Avenue based on proximity to the Belle Haven Community Center and Beechwood School).

Safe Routes to School improvements

On Aug. 27, 2024, City Council adopted resolutions authorizing staff to submit applications to the San Mateo County Transportation Authority (TA) for the Measures A and W Pedestrian and Bicycle Program. The City received grant funding for safe routes to school intersection improvements at Sharon Road and Eastridge Avenue and Oak Avenue and Oak Knoll Lane (SRTS improvements). On June 30, 2025, the City executed an agreement with the TA for up to \$450,500 in reimbursable grant funds for the SRTS improvements (subject to a 15% local match). On Dec. 10, 2025, staff presented conceptual designs for Bay Road, Pierce Road, and the SRTS improvements to the Complete Streets Commission.

During the design, staff determined that it would be timelier and more cost effective to construct the SRTS improvements simultaneously with work at Bay and Pierce Roads. Consequently, the SRTS improvements were included as a Project bid alternate. In general, the SRTS improvements include curb ramps and traffic calming upgrades to promote safer crossings at Sharon Road and Eastridge Avenue (servicing La Entrada Middle School) and Oak Ave and Oak Knoll Lane (servicing Oak Knoll Elementary School).

Project description

The Project includes base bid (for work along Bay and Pierce Roads) and bid alternate (for SRTS improvements) work to maintain the City's overall PCI in good condition upon completion and advance safety improvement in cost effective manner. The key scopes of work are summarized in Table 2 and generally include:

- Asphalt patching, crack sealing, and tree root remediation
- Application of slurry seal at locations per Table 2
- Full roadway reconstruction along segments of Pierce Road per Table 2
- Installation of curb ramps at intersections (where accessibility issues were noted)
- Removal and replacement of speed humps per City standard (along Bay and Pierce Roads)
- Signing and striping (including bicycle lanes, sharrows, and high visibility crosswalks near schools)
- New curb ramps to facilitate safer crossings
- New gutters, trench drains, and other drainage features to convey stormwater
- Rectangular rapid flashing beacons crossing Sharon Road
- Red curbs at select intersections per California's Daylighting Law (Assembly Bill 413)

Table 2: Key Scopes of Work			
Street	Begin	End	Description
Base Bid			
Bay Road	Ringwood Avenue	Van Buren Road	Slurry seal, speed hump replacement / relocation, curb ramps at select crossings, new and improved crosswalks, added buffer to existing bicycle lanes, gutter replacements as required and drainage improvements at Menlo Oaks Dr.
Pierce Road	Intersection of Del Norte and Terminal Avenue	Henderson Avenue	Slurry seal, speed hump replacement (including a new speed hump near Menlo Oaks Drive), curb ramps at select crossings, new and improved crosswalks, new bicycle lane and sharrows, gutter replacements as required
Pierce Road	Henderson Avenue	Carlton Avenue	Full street reconstruction, speed hump replacement, new and improved crosswalks, new bicycle lane and sharrows, gutter replacements as required
Bid Alternate			
Sharon Road	Sharon Road	Intersection of Eastridge Avenue	Rapid flashing beacons, improved crosswalks, concrete bulb-outs, curb ramps, gutter and trench drain installation
Oak Avenue	Oak Avenue	Intersection of Oak Knoll Lane	Improved crosswalks, concrete bulb-out, curb ramps, and gutter installation

Coordination with stakeholders

Public Works staff coordinated with external agencies during design. For example, West Bay Sanitary District and California Water Service reviewed the Project locations and confirmed that upcoming sewer and water main installations were not in conflict. Staff also coordinated the SRTS improvements with La Entrada Middle and Oak Knoll Elementary schools during design and shared the plans with other City departments to avoid overlaps with concurrent CIP or developer-led projects. The Project's signing and striping plans were also reviewed for pedestrian, bicycle and vehicular safety measures consistent with the City's Vision Zero Action Plan and complete streets initiatives (including the recently adopted no stopping zone along Pierce Road).

Construction bidding

On Jan. 27, staff solicited bids from prospective contractors and bids were opened on March 10 (Table 2). Of the six bids received, Radius offered the lowest price inclusive of the bid alternate, 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. Subject to the City Council's award of contract, construction is tentatively scheduled from May to July 2026.

Table 2: Bid results			
Bidder	Base bid subtotal	Bid alternate subtotal	Bid total (Base + bid alternate)
Engineer's estimate	\$1,200,000	\$400,000	\$1,600,000
Radius Earthwork Inc.	\$1,267,771	\$260,640	\$1,528,411
Interstate Grading & Paving	\$1,250,450	\$298,510	\$1,538,960
Granite Rock Company	\$1,222,025	\$321,515	\$1,543,540
Andreini Brothers Inc.	\$1,334,747	\$353,253	\$1,688,000
O'Grady Paving, Inc.	\$1,548,520	\$270,750	\$1,819,270
Zara Construction, Inc.	\$1,433,750	\$390,650	\$1,824,400

Impact on City Resources

The Project's base bid is included in the fiscal year 2025-26 Capital Improvement Plan as part of the Street Resurfacing program which is funded from Senate Bill 1 (SB 1), construction impact fees and highway user (gas) tax funds. The SRTS improvements are funded from Measure A and the TA grant. There is eligible TA grant funding which will offset the cost of the bid alternate (based on the bid value of the SRTS Improvements minus the City's 15% local match). The Project construction budget, including contingencies, consultant support, and staff administration fees, is summarized in Table 3. There is sufficient funding to construct the base bid and bid alternate.

Table 3: Construction budget	
Item	Total
Construction subtotal (combined base bid and bid alternate)	\$1,528,411
Contingency (approximately 20%)	\$350,000
Construction administration	\$150,000
Total construction cost	\$2,028,411
Estimated TA grant reimbursement (Bid alternate work only)	(\$221,544)

Environmental Review

The Project is categorically exempt pursuant to CEQA Guideline §§15301 which allows for minor alternations of existing facilities, including existing highways and streets, sidewalks, gutters, bicycle and pedestrian access, and similar facilities.

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 – Dec. 16, 2025 Staff Report #25-189-CC:
www.menlopark.gov/files/sharedassets/public/v/1/agendas-and-minutes/city-council/2025-meetings/20251216/k2-20251216-cc-update-on-the-city%E2%80%99s-street-maintenance-projects.pdf

Report prepared by:
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Report reviewed by:
Azalea Mitch, Public Works Director

CONSTRUCTION AGREEMENT

City Manager's Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620

ATTACHMENT A



Agreement #:

AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND RADIUS EARTHWORK INC.

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 Radius Earthwork Inc. ("Contractor").

RECITALS

- A. Contractor is a California Corporation duly organized and in good standing in the State of California, License Number 1059010. 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 Jan. 27, 2026, the City issued a Notice to Contractors inviting bids for the Project. A copy of the Contractor's Bid proposal with the List of Subcontractors (Exhibit A) and Line Items (Exhibit B) 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 Bay and Pierce Road Improvement 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 90 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 five-hundred twenty-eight thousand four-hundred and eleven (\$1,528,411) ("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. Janamjit Gondara 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 Radius Earthwork Inc. were a substantial inducement for City to enter into this Contract. Therefore, Janamjit Gondara 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 one thousand Dollars (\$1,000) 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 Engineer
City of Menlo Park
City Hall, 701 Laurel St.
Menlo Park, CA 94025

To Contractor:

Radius Earthwork Inc.
197 E. Hamilton Ave. St.204
Campbell, CA 95008

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
San Rafael, CA 94901

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.

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
to
City of Menlo Park
State of California**

for

2026 BAY AND PIERCE ROAD IMPROVEMENT PROJECT (CPS-014)

NAME OF BIDDER: Radius Earthwork Inc

BUSINESS ADDRESS: 197 E Hamilton Ave, St.204

CITY, STATE, ZIP: Campbell, CA 95008

LICENSE NO.: 1059010 CLASS: A/C-12 EXP. DATE: 10/31/2027

TAX I.D. NO.: 83-4221909

DIR REGISTRATION NO.: 1000517452

TELEPHONE NO: (408) 429-3086 FAX NO: ()

EMAIL: ap@radiusearthwork.com

HOW DID YOU HEAR ABOUT THIS PROJECT 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 January 27, 2026, entitled 2026 Bay and Pierce Road Improvement Project (CPS-014). 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.

The following shall be signed and submitted as part of bidder's proposal. Failure to do so may deem the bid as non-responsive.

BIDDER'S STATEMENT

The undersigned declares, by signature, that their bid figures are accurate and have been carefully checked. Furthermore, the undersign accepts that the City shall not be responsible for any errors or omissions on the part of the undersigned in making up their bid. The undersigned hereby acknowledges the following provisions with their bid.

That the Base and Alternate Bid Items will be considered in accordance with Section 3-1.2, "Add Alternate Consideration," of the project Special Provisions.

That the estimate of construction quantities set forth herein, and per Planetbids, 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.

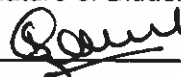
That the City reserves the right to increase or decrease quantities as deemed necessary.

Date: 3/10/2026

(Type or print name)

Janamjit S Gondara

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. Unless otherwise noted, all detail numbers, descriptions, and striping items below shall be in reference to the latest [Caltrans standard plans](#) to be installed using thermoplastic per Section 84 of the Special Provisions .

Description	Units	Item Price per Unit (In figures)
4" solid white or yellow line	Per Linear Foot	\$ 1.50
6" solid white or yellow line	Per Linear Foot	\$ 2.00
8" solid white or yellow line	Per Linear Foot	\$ 3.00
12" solid white or yellow line	Per Linear Foot	\$ 10.00
Detail 9	Per Linear Foot	\$ 1.25
Detail 10	Per Linear Foot	\$ 1.25
Detail 22	Per Linear Foot	\$ 4.50
Detail 23	Per Linear Foot	\$ 6.00
Detail 27A	Per Linear Foot	\$ 1.75
Detail 39A	Per Linear Foot	\$ 2.00
Continental crosswalk	Per Linear Foot	\$ 45.00
Yield Line	Per Linear Foot	\$ 19.00
Green Rectangular Area (Bike Lane)	Per Linear Foot	\$ 50.00
Pavement legends*	Each *	\$ 400.00
Sharrow	Each	\$ 300.00
Bike Symbol/Bike Marking	Each	\$ 325.00
Speed Hump Diamond Markings (All/Hump)	Each	\$ 400.00
Speed Hump Chevron Markings (All/Hump)	Each	\$ 450.00
Type IV "R", or "L" Symbol	Each	\$ 250.00
Type A or Type AY Buttons	Each	\$ 7.00
Type D or Type G Reflectors	Each	\$ 9.00
Install Roadside Sign and Post	Each	\$ 550.00
Blue Reflective Marker at Hydrant	Each	\$ 35.00
* 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 _____ inclusively.

Date: 3/10/2026

(Type or print name)

Janamjit S Gondara

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.

Corporation -CA

Janamjit S Gondara - President

Suneetha Tummala - Secretary

Rolando Alvarez - Manager

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:

None

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:

None

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: 3/10/2026

(Type or print name)

Janamjit S Gondara

Signature of Bidder



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

197 E Hamilton Ave, St.204, Campbell, CA 95008

Business Phone: (408) 429-3086

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.

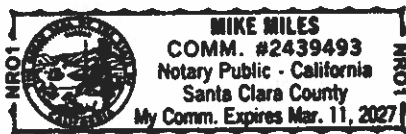
State of California }
 } ss.
 County of Santa Clara }

"I, _____, 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."

RADIVS EARTHWORK INC
 Contractor JANAMJIT S GONDARA

On March 10, 2024, before me, Mike Miles a Notary Public, personally appeared Janamjit S Gondara, 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.



[Signature]
 Notary Public

(Seal)

Subscribed and sworn to before me this

10th day of March, 20 26

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



**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 _____, 20__, for the **2026 Bay and Pierce Road Improvement Project (CPS-014)**.

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.

List of Subcontractors

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.

Subcontractor Information	Description of Work	Subcontractor License No.	DIR Registration Number
Name: DK Traffic Control Number: 925-727-8297 Address: 1395 Fairfax Ave, Unit A San Francisco CA	Traffic control	1099211	1000995659
Name: Graham Contractors Inc Number: 408-293-9516 Address: PO Box 26770 San Jose, CA 95159	Slurry	315789	1000898576
Name: Chrisp Company Number: 510-656-2840 Address: 43650 Osgood Rd, Fremont CA	Striping	374600	1000000306
Name: St. Francis Electric Number: 510-775-3593 Address: 975 Carden St San Leandro CA	Electric	1003811	1000022208
Name: FBD Vanguard Construction Inc Number: 925-245-1300 Address: 550 Greenville Rd, Livermore CA 94550	Concrete	833032	1000008493
Name: Number: Address:			

(Bidder to attach additional sheets if necessary)

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 <u>23</u>	EMR = <u>1.15</u>
20 <u>24</u>	EMR = <u>1.35</u>
20 <u>25</u>	EMR = <u>1.37</u>
THREE-YEAR AVERAGE = <u>1.29</u>	

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>25</u>	<u>0</u>
20 <u>24</u>	<u>0</u>
20 <u>23</u>	<u>0</u>

Total Employee Hours Worked

Year	Hours
20 <u>25</u>	<u>40,752</u>
20 <u>24</u>	<u>42,062</u>
20 <u>23</u>	<u>30,153</u>

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

20 25 RIR = 0

20 24 RIR = 0

20 23 RIR = 0

Three-Year Average = 0

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>25</u>	<u>0</u>
20 <u>24</u>	<u>0</u>
20 <u>23</u>	<u>0</u>

Total Employee Hours Worked

Year	Hours
20 <u>25</u>	<u>40,752</u>
20 <u>24</u>	<u>42,062</u>
20 <u>23</u>	<u>30,153</u>

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

20 25 LTIR = 0

20 24 LTIR = 0

20 23 LTIR = 0

Three-Year Average = 0

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: Radius Earthwork Inc

Authorized By: Janamjit S Gondara Title: President

Signature:  Date: 3/10/2026

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: Liberty Mutual Insurance

Address: 3155 Oslen Dr, St.400, San Jose CA 95117

Contact Name: Dmitriy Lazarev Phone: 408-618-6921

Contact Email Address: dlazarev@acrisure.com

Safety Personnel or Consultant: Janamjit S Gondara

Contact Person: Janamjit S Gondara Phone: 408-935-9181

Contact Email Address: rex@radiusearthwork.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. 1059010 for a period of years and has the following DIR Registration No. 1000517452

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: Improvements on Mabel Ave
Owner: County of Alameda
Address: 951 Turner Ct, Hayward, CA 94545
Telephone No.: 510-882-0396
Engineer in Charge: James Lai
Date Accepted: 7/15/2025

2. Title of Project: 2023/24 Pavement Management Project
Owner: City of Pittsburg
Address: 65 Civic Ave, Pittsburg, CA 94565
Telephone No.:
Engineer in Charge: Savoon Reese 925-252-6948
Date Accepted: 11/16/2024

3. **Title of Project:** St. Resurface Zone 5J

Owner: City of Concord

Address: 1950 Park side Dr, Concord, CA 94519

Telephone No.: _____

Engineer in Charge: Saeed Shamirzai 650-4550-3507

Date Accepted: 12/16/2025

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>5393 Almaden Expy</u>
_____	<u>San Jose CA 95118</u>

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

Company: Liberty Mutal Insurance

Address: 31555 Oslen Dr, St.400 San Jose CA 95117

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 **2026 Bay and Pierce Road Improvement Project (CPS-014)** :

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 
 Typed or Printed Name and Title Janamjit S Gondara President
 Firm Name Radius Earthwork Inc
 Address 197 E Hamilton Ave, St.204
Campbell, CA 95008
 Telephone Number 408-429-3086 Fax Number _____
 QS Contact Email Address: ap@radiusearthwork.com

COLONEL JANAMJIT SINGH GONDARA

1800 Hamilton Ave, San Jose 95125 CA.
Cell: 510-738-9181 E-Mail: rex@radiuscon.com

OBJECTIVE

- ▶ Experienced veteran of Indian Armed Forces who took premature retirement as Colonel with experience in General Management, Administration and Facility Management, Logistics, Security, Human Resources Development and Construction.

SUMMARY

- ▶ Management capabilities backed by a **comprehensive human resource and experienced background** complemented with **enhanced operation, equipment, education & logistic management, pan India.**
- ▶ The gradual increase in responsibility in **human resources and equipment management** in a varied and challenging environment **to over thousand personnel.**
- ▶ The nature and content of profession has ensured **adaptability, close teamwork** and a high degree of **interpersonal communication and relationship.**
- ▶ **Core Values.** Integrity, positive outlook, adaptability, dedication, commitment and energetic towards the organisation.
- ▶ **Core Competencies.** Recognized as a consistent strong performer throughout the career, **tolerance to ambiguity, selflessness and initiative. Judicious and economical employment** of resources, equipment, education, security, logistic management and **ability to motivate under any or all circumstances.**

CAREER CONSPECTUS

- ↳ A result oriented professional with **31 years** of experience in the areas of:
 - General Administration - Training & Development - Infrastructure Management
 - Security Management - Facilities Management - HR Management
 - Construction Management

EMPLOYMENT SCAN

- ↳ **7 May 19 to date:** Owner of Radius Earthwork Inc in partnership with exceptionally talented and dedicated team. Radius Earthwork Inc is expertise in Grading, Paving, Demotion and General Engineering. Company successfully completed 36 projects generating revenues worth 6 million in eight months.
- ↳ **2018 – 2019: Dispatcher, Project Manager and Equipment Manager,** PMK Constructions. Was instrumental in efficient management of human resources, equipment and material thus saving time and money. Supervised day-to-day work activities by delegating authority, assigning and prioritizing activities and monitoring operating standards. Assisted other Field Managers and/or direct supervisor in performing their duties and responsibilities. Highly self-motivated and committed to the development of high quality work and productivity.
- ↳ **20 Aug 1988 to 20 Aug 2017: Indian Army as Officer - 2LT to Colonel.** Accountabilities:
 - ↳ Managed overall human resource activities including planning high impact HRD strategies and social responsibility to keep the forces motivated and satisfied.
 - ↳ Instructor at Indian Military Academy, Dehradun, responsible for training, discipline, administration & building of overall personality & leadership qualities of young cadets to lead the troops from the front in adverse situation.
 - ↳ Was posted to College of Defence Management, Secunderabad where strategic level management courses are conducted for all three services ie Army, Air Force and Navy are conducted.
 - ↳ Commanded an Artillery unit with over 900 personnel.
 - ↳ As Colonel Administration of Corps ensured discipline, education management and logistic and welfare activities of 5000 personnel.

↳ Being Directing Staff at Army War College, Mhow, trained middle level Army officers from around the world, in tactics, concepts, strategies, leadership qualities and administration.

EDIFICATION

- ↳ MSc from Pune University, Pune in Military Science in 1998.
- ↳ Bachelor of Arts from Govt College Chandigarh in 1987.
- ↳ Fluent in English.

SUNEETHA TUMMALA

1800 Hamilton Ave, #210, San Jose CA 95125.
Cell: 408-429-3086. E-Mail: suneetha@radiuscon.com

OBJECTIVE

- ▶ Skilled finance professional with strong managerial skills. Over 6 years of experience in construction industry including general

SUMMARY

- ▶ Over 6 years of experience in Construction Industry working as finance professional under general developer and subcontractor.
 - ▶ Current C-12 license holder and working on getting additional classification for general engineering.
 - ▶ Ability to monitor the job cost on real time basis to minimize any unforeseen costs.
 - ▶ Ability to understand the scope of the work and review proposal prior to submitting client to ensure the job is profitable.
 - ▶ Outstanding knowledge of **planning, scheduling, staffing, budgeting, and job costing.**
 - ▶ Management capabilities backed by a **comprehensive human resource and experienced background.**
- Fluent in English.

EMPLOYMENT SCAN

- **May 19 to date:** Owner of **Radius Earthwork Inc** in partnership with exceptionally talented and dedicated team. Radius Earthwork Inc is expertise in **Grading, Paving, Demotion and General Engineering.** Company successfully completed **36 projects** generating revenues worth **6 million** in eight months.
- **2017 – 2019 : CFO, PMK Constructions and its affiliates:** Oversee preparation of quarterly, year-end financial statements and consolidated financial statements. Assess and evaluate financial performance of the organization. Worked closely with CEO and project managers on project budgets and cash flow forecast spending. Worked with financial institutions for line of credit. Worked with insurance agent to get several insurance policies and bonds as needed for new projects
- **2014 – 2016 Controller, Siliconsage Builders.** Preparation of year-end financial and consolidated financial statements. Work with external auditors and tax preparers. Monitor weekly job cost reports and prepare budget variance report to determine causes and provide solutions to eliminate overages. Preparation of documents for loans with banks and worked closely with private investors. Work closely with CEO for budgeting and cash flow forecast spending.

ROLANDO ALVAREZ

1800 Hamilton Ave, #210, San Jose CA 95125.
Cell: 209-704-4839. E Mail: rolando@radiuscon.com

OBJECTIVE

- ▶ Result driven construction and project specialist with 19 years of experience as Labour, Operating Engineer, Foreman, Superintendent, and Business Owner. History of concurrently directing multiple projects to successful completion through effective management and team collaboration. Continually strives to produce high quality work while adhering to tight schedule and budget. Advanced understanding of customer needs with diligent attention to detail results in superior customer service and high level of client satisfaction.

SUMMARY

- ▶ Outstanding knowledge of **planning, scheduling, staffing, budgeting, and job costing.**
- ▶ Deep knowledge of commercial **construction materials and methods.**
- ▶ Management capabilities backed by a **comprehensive human resource and experienced background** complemented with **enhanced operation, equipment & logistic management.**
- ▶ **Core Competencies.** Recognized as a consistent strong performer throughout the career, tolerance to ambiguity, selflessness and initiative. Foresight and planning to cater for unforeseen circumstances. Judicious and economical employment of all resources to include manpower & equipment. Safety cautious and target oriented.

CAREER CONSPECTUS

- ✦ A result oriented professional with **19 years** of experience in the areas of:
- | | | |
|------------------|----------------------|-----------|
| - Labour | - Operating Engineer | - Foreman |
| - Superintendent | - Business Owner | |

EMPLOYMENT SCAN

- **7 May 19 to date:** Owner of **Radius Earthwork Inc** in partnership with exceptionally talented and dedicated team. Radius Earthwork Inc is expertise in **Grading, Paving, Demotion and General Engineering.** Company successfully completed **36 projects** generating revenues worth **6 million** in in eight months.
- **2014 – 2019: Superintendent, PMK Constructions.** Managed all aspects of construction projects including acquiring permits, creating budget, scheduling construction and overseeing field operations.
- **2005 – 2014: Operator, Grade setter, Foreman, Granite Rock.** Managed field staff, actively worked in the field, and operated specialized equipment for execution of jobs. Supervised construction and provided cost estimates for project evaluation. Worked effectively in a team-oriented environment. Managed field staff efficiently to complete the jobs within time and budget.
- **2002 – 2004: Apprentice Operator, Duran and Venables.** Operated all types of equipment from **Skid Steer to Scrapers.** Outstanding safety record, ensured continuous availability of equipment through steadfast focus on regularly scheduled maintenance and comprehensive safety inspections
- **2000 – 2002: Labour and Labour Apprentice Top Grade.** Occasional spotting or flagging of heavy equipment and other vehicles. Cleaned and maintained tools and other equipment. Responsible for keeping site and grounds at sites clean and neat. Performed work safely in accordance with departmental safety procedures.

GABRIEL IRVING

197 E Hamilton Ave, #204, Campbell CA 95008.
Cell: 650-773-6801. E Mail: gabriel@radiusearthwork.com

OBJECTIVE

Result driven construction and project specialist with 39 years of experience as Labour, Operating Engineer, Foreman, Superintendent, Estimator, Chief Estimator and Business Owner. History of concurrently directing multiple projects to successful completion through effective management and team collaboration. Continually strives to produce high quality work while adhering to tight schedule and budget. Advanced understanding of customer needs with diligent attention to detail results in superior customer service and high level of client satisfaction.

SUMMARY

Vast experience in Construction Industry with ability to perform difficult and complex **estimating** activities typical to the **engineering** and **construction** industry.

Ability to work with, **engineering drawings** and **specifications**.

Outstanding knowledge of **planning, scheduling, staffing, budgeting, and job costing**.

Deep knowledge of commercial **construction materials and methods**.

Management capabilities backed by a **comprehensive human resource and experienced background** complemented with **enhanced operation, equipment & logistic management**.

Core Competencies. Recognized as a consistent strong performer throughout the career, tolerance to ambiguity, selflessness and initiative. Foresight and planning to cater for unforeseen circumstances. Judicious and economical employment of all resources to include manpower & equipment. Safety cautious and target oriented.

CAREER CONSPECTUS

✧ A result oriented professional with **39 years** of experience in the areas of:

- | | | |
|---|-------------|----------------------|
| - Labour | - Foreman | - Operating Engineer |
| - Superintendent | - Estimator | - Chief Estimator |
| - Vice President of Start Up Construction Company | | - Business Owner |

EMPLOYMENT SCAN

- **May 19 to date: Chief Estimator at Radius Earthwork Inc** joined company when started. Played key role in bringing the company to this stage from scratch and keeping Radius busy with continuous jobs. Radius Earthwork Inc is expertise in **Grading, Paving, Demotion and General Engineering**.
- **2015 – 2018 : Vice President and Chief Estimator, PMK Constructions.** Started the company from **scratch to 26 million** revenue company in 3 years. Managed all aspects of construction projects including estimating, acquiring permits, submitting bids, creating budget, scheduling construction and overseeing field operations.
- **2003 – 2015 : Estimator, O'Grading Paving.** Established goals and assisted Estimating Department to achieve their goals. Assisted project management with **preparation of schedules for estimate preparation, review, and publication**. Generated and reviewed contract bid documents for the projects.
- **1985 – 2003 : Foreman & Operating Engineer, De Silva Gates.** Operated all types of equipment from **Skid Steer to Scrapers** without any accident and damage to equipment. As a foreman **managed field staff efficiently to complete the jobs within time and budget**.
- **1982 – 1984:** Worked as labour with various companies learning the **nuances of grading and paving**.

REFERENCES

S No.	Name	Company Name	Title	Phone Number
1	Bill Gilmartin	Proven Management	Vice President	415-990-4448
2	Alan Verella	A&B Construction	President	415-640-4433
3	Steve Cusella	General Lighting	Owner	408-640-3547
4	Brian Green	Rosendin Electric	Vice President	408-512-4078
5	Randy McVay	Blue Mountain Construction	Director of Building	707-761-6298
6	Kent Gerber	Barry Swenson	Vice President	408-639-1592
7	Ron Cote	Barry Swenson	Vice President	408-640-2601
8	Rich Gates	De Silva-Gates	Owner	925-361-1380
9	Rey Fard	California Plus Engineering	President	408-674-1779
10	Ramesh Babu	WL Butler Construction	Senior Estimator	650-537-8323
11	David Givens	Swenson Builders	Vice President	831-475-7100



**2026 BAY AND PIERCE ROAD IMPROVEMENT PROJECT
PROJECT NO. CPS-014 | March 3, 2026
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. Base Bid Plan Revisions:

Plan Sheet 24 and Project Bid Schedule update

- Added removal and replacement of one speed hump at Del Norte Avenue (Attachment A).
- Base Bid Item 8 (REMOVE AND INSTALL SPEED HUMP) per the Project Bid Schedule of the front end specifications is updated to 11 as shown below. This change is also reflected in the project's Planetbids webpage.

PROJECT BID SCHEDULE – BASE BID							
Item No.	Sec. No.	Description	Unit	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	EROSION CONTROL	LS	1		\$	\$
5	15	ADJUST MONUMENT TO GRADE	EA	2		\$	\$
6	15	ADJUST MANHOLE TO GRADE	EA	5		\$	\$
7	15	ADJUST UTILITY STRUCTURE TO GRADE	EA	7		\$	\$
8	15	REMOVE AND INSTALL SPEED HUMP	EA	11		\$	\$

Plan Sheets 25 to 28: Pierce Road – Striping Plan

Plan sheets 25 to 28 have been superseded per Attachment A. The updated striping plan includes a bicycle lane along designated sections of Pierce Road (fronting US-101).

2. Bid Alternate A Plan Set Revisions:

Sheet 9: Sharon Road and Eastridge Avenue Intersection

Proposed storm drain line at Sharon Road and Eastridge Avenue has been removed from scope.

Bidders shall refer to Attachment A attached hereto for the updated plan sheets. These sheets shall supersede the previous version in the specifications.



Approved by:

Guan Huan Fu, Assistant Public Works Director

Acknowledgement (signature required below):

BIDDER'S SIGNATURE

3/10/26
DATE

JANANITH S GONDARA, PRESIDENT
BIDDER'S NAME AND TITLE

RADIUS EARTHWORK INC
COMPANY

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Base Bid Items							\$1,267,770.50		
1	Section 11		Mobilization and Demobilization	Lump Sum	1	\$163,991.25	\$163,991.25	Yes	
2	Section 12		Traffic Control	Lump Sum	1	\$116,476.25	\$116,476.25	Yes	
3	Section 13		Waste Management	Lump Sum	1	\$3,225.00	\$3,225.00	Yes	
4	Section 14		Erosion Control	Lump Sum	1	\$6,450.00	\$6,450.00	Yes	
5	Section 15		Adjust Monument to Grade	Each	2	\$1,612.50	\$3,225.00	Yes	
6	Section 15		Adjust Manhole to Grade	Each	5	\$1,612.50	\$8,062.50	Yes	
7	Section 15		Adjust Utility Structure to Grade	Each	7	\$1,612.50	\$11,287.50	Yes	
8	Section 15		Remove and Install Speed Hump	Each	11	\$8,062.50	\$88,687.50	Yes	
9	Section 26		Install Aggregate Base (Revocable)	Cubic Yard	900	\$96.75	\$87,075.00	Yes	
10	Section 37		Install Slurry Seal (Pierce Road)	Square Yar	9500	\$4.61	\$43,795.00	Yes	
11	Section 37		Install Slurry Seal (Bay Road)	Square Yar	15500	\$4.61	\$71,455.00	Yes	
12	Section 39		Install 6-Inch HMA Digout	Square Fee	9000	\$13.44	\$120,960.00	Yes	
13	Section 39		Excavate Asphalt (Revocable)	Cubic Yard	1300	\$99.44	\$129,272.00	Yes	
14	Section 39		Install HMA Paving (Revocable)	TON	1250	\$149.93	\$187,412.50	Yes	
15	Section 73		Install ADA Curb Ramp	Each	8	\$11,812.50	\$94,500.00	Yes	
16	Section 73		Install Truncated Dome	Each	1	\$483.00	\$483.00	Yes	
17	Section 73		Remove and Replace Curb and Gutter	Linear Fee	10	\$73.50	\$735.00	Yes	
18	Section 73		Remove and Replace Valley Gutter	Linear Fee	160	\$48.30	\$7,728.00	Yes	
19	Section 73		Install Sidewalks	Square Fee	150	\$42.00	\$6,300.00	Yes	
20	Section 84		Install Signing and Striping	Lump Sum	1	\$73,500.00	\$73,500.00	Yes	
21	Section 84		Signing and Striping Modifications	Allowance	1	\$40,000.00	\$40,000.00	Yes	
22	Section 84		Install Red Curb	Linear Fee	500	\$6.30	\$3,150.00	Yes	
Alternate A Bid Items - Partial Depth Reclamation at Pierce Road							-\$403,450.43		
23	Section 26		Install Aggregate Base (Revoked from Base Bid)	Cubic Yard	-900	\$96.75	-\$87,075.00	Yes	
24	Section 39		Excavate Asphalt (Revoked from Base Bid)	Cubic Yard	-1300	\$99.44	-\$129,272.00	Yes	
25	Section 39		Install HMA Paving (Revoked from Base Bid)	TON	-1250	\$149.93	-\$187,412.50	Yes	
26	Section 39		Asphalt Wedge Grind to Conform	Square Yar	1	\$59.13	\$59.13	Yes	
27	Section 39		Install 4-Inch PDR Section	Square Yar	1	\$59.66	\$59.66	Yes	
28	Section 39		Install 2-Inch HMA Overlay	TON	1	\$190.28	\$190.28	Yes	
Alternate B Bid Items - Safe Routes to School Improvements							\$260,640.45		
29	Section 11		Mobilization and Demobilization	Lump Sum	1	\$22,575.00	\$22,575.00	Yes	
30	Section 12		Traffic Control	Lump Sum	1	\$27,412.50	\$27,412.50	Yes	
31	Section 13		Waste Management	Lump Sum	1	\$2,150.00	\$2,150.00	Yes	
32	Section 14		Erosion Control	Lump Sum	1	\$5,375.00	\$5,375.00	Yes	
33	Section 15		Adjust Manhole to Grade	Each	1	\$1,612.50	\$1,612.50	Yes	
34	Section 15		Adjust Utility Structure to Grade	Each	4	\$1,612.50	\$6,450.00	Yes	
35	Section 16		Tree Services and Root Repair	Lump Sum	1	\$5,250.00	\$5,250.00	Yes	
36	Section 39		Install 6-Inch HMA Digout	Square Fee	900	\$26.88	\$24,192.00	Yes	
37	Section 51		Install Trench Drain	Linear Fee	40	\$80.63	\$3,225.20	Yes	
38	Section 73		Install ADA Curb Ramp	Each	6	\$11,025.00	\$66,150.00	Yes	
39	Section 73		Install Sidewalks	Square Fee	1270	\$21.00	\$26,670.00	Yes	
40	Section 73		Install Driveway	Square Fee	100	\$26.25	\$2,625.00	Yes	
41	Section 73		Install Curb and Gutter	Linear Fee	160	\$68.25	\$10,920.00	Yes	
42	Section 73		Install Signing and Striping	Linear Fee	1	\$23,798.25	\$23,798.25	Yes	
43	Section 84		Install RRFB	Each	2	\$16,117.50	\$32,235.00	Yes	

Line Item Subtotals

Section Title	Line Total
Base Bid Items	\$1,267,770.50
Alternate A Bid Items - Partial Depth Reclamation at Pierce Road	-\$403,450.43
Alternate B Bid Items - Safe Routes to School Improvements	\$260,640.45
Grand Total	\$1,124,960.52