

BENICIA CITY COUNCIL CITY COUNCIL MEETING AGENDA

June 23, 2026
6:00 PM

Benicia City Hall, Council Chambers
250 East L Street, Benicia, CA 94510

COURTESY ZOOM PARTICIPATION

<https://us02web.zoom.us/j/88508047557?pwd=cHRsZlBrYlphU3pkODcycytmcFR2UT09>

Meeting ID: 885 0804 7557

Password: 449303

Phone: 1 669 900 9128

1. **CALL TO ORDER (6:00 P.M.)**

2. **CONVENE OPEN SESSION**

3. **ROLL CALL**

4. **PLEDGE OF ALLEGIANCE**

5. **REFERENCE TO THE FUNDAMENTAL RIGHTS OF THE PUBLIC**

The fundamental rights of each member of the public can be found in the municipal code posted on the City's website and on a plaque that is posted at the entrance to this meeting per section 4.04.030 of the City of Benicia's Open Government Ordinance.

6. **ANNOUNCEMENTS**

7. **PROCLAMATIONS**

8. **APPOINTMENTS**

9. **PRESENTATIONS**

9.A **ARTS AND CULTURE COMMISSION REPORT**

10. **ADOPTION OF AGENDA**

11. **OPPORTUNITY FOR PUBLIC COMMENTS**

How to Submit Public Comments for this City Council meeting:

Besides appearing in person and offering public comments, members of the public may provide public comment via Zoom, or to the City Clerk by email at lwolfe@ci.benicia.ca.us. Any comment submitted to the City Clerk should indicate to which item of the agenda the comment relates to. Specific information follows:

- Comments received by 2:00 pm on the day of the meeting will be electronically forwarded to the City Council and posted on the City's website.

12. WRITTEN COMMENT

13. PUBLIC COMMENT

14. CONSENT CALENDAR

Items listed on the Consent Calendar are considered routine and will be enacted, approved or adopted by one motion unless a request for removal or explanation is received from a Council Member, Staff or member of the public. Items removed from the Consent Calendar shall be considered immediately following the adoption of the Consent Calendar.

14.A MIDCYCLE CARRYOVER BUDGET DELEGATED AUTHORITY FOR FISCAL YEAR 2026/27

RECOMMENDED ACTION: Move to adopt a resolution (Attachment 1) authorizing the Administrative Services Director delegated authority to administratively make amendments to the fiscal year 2026/27 budget for the carryover of unspent fiscal year 2025/26 appropriations for capital projects, capital procurements, and contractual obligations entered into before June 30, 2026 where sufficient appropriations are not included in the fiscal year 2026/27 budget.

[Staff Report - Delegated Authority FY2026-27](#)

[1. Resolution - Midcycle Delegated Authority for Fiscal Year 2026-27](#)

14.B APPROVAL TO WAIVE THE READING OF ALL ORDINANCES INTRODUCED OR ADOPTED PURSUANT TO THIS AGENDA

15. BUSINESS ITEMS

15.A SECOND PUBLIC HEARING ON TERMS OF A PROPOSED LIMITED CHARTER FOR THE CITY OF BENICIA AND POLICY DIRECTION FOR THE STRUCTURE OF A PROPOSED REAL PROPERTY TRANSFER TAX

RECOMMENDED ACTION: There are two recommendations associated with this item: 1. Conduct the second of two public hearings regarding the proposed terms of the limited charter as required by Government Code Section 34458, prior to the measure's placement on the November 3, 2026, ballot; and 2. Provide final direction, by motion, regarding the proposed RPTT structure for placement on the November 3, 2026, ballot.

[Staff Report - Proposed Limited Charter and RPTT Ballot Measures](#)

[1. Draft Ordinance - Establishing the City of Benicia as a Charter City](#)

15.B ANNUAL PERFORMANCE REVIEW AND EVALUATION - INDUSTRIAL HEALTH AND SAFETY ORDINANCE

RECOMMENDED ACTION: Receive the Annual Performance Review and Evaluation Report for the City's Industrial Health and Safety program and provide feedback on potential ordinance amendments.

[Staff Report - Annual Review and Evaluation - Industrial Health and Safety Ordinance](#)

[1. ISO Annual Performance Review and Evaluation Report](#)

[2. Proposed Amendments to BMC Section 8.55.090](#)

[3. Proposed Amendments to BMC Section 8.55.220](#)

15.C AWARD OF CONSTRUCTION CONTRACT, APPROVAL OF AGREEMENT AMENDMENTS AND TASK ORDER, AUTHORIZE A RELEASE OF RESERVE COMMITMENT FOR CAPITAL AND MAINTENANCE PROJECTS DESIGNATION, APPROVE NECESSARY BUDGET AMENDMENTS, AND APPROVE A NOTICE OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR THE BENICIA MARINA BREAKWATER REPAIRS PROJECT

RECOMMENDED ACTION: Adopt a resolution (Attachment 1) accepting the bids for the Benicia Marina Breakwater Repairs Project, awarding the construction contract including Bid Alternate 1 to Power Engineering Construction Company of Alameda, CA in the amount of \$3,082,518.00 (Attachment 2), authorizing the Project Manager to sign Contract Change Orders up to the 15% Contingency, approving an amendment (Attachment 3) to agreement (Attachment 4) with GFT Infrastructure, Inc., in the amount of \$78,800, approving a third amendment (Attachment 5) to the Master Professional agreement with UNICO Engineering (Attachment 6) for Task Order No. 3 (Attachment 7) in the amount of \$540,183.38, authorizing the City Manager or Administrative Services Director to sign the contracts on behalf of the City, authorizing the release of \$3,313,880 from the Commitment for Capital / Maintenance Projects (4/5 vote required, or a majority if not all five Council members are present), approving the necessary budget amendments, and approving a Notice of Exemption (NOE) (Attachment 8) under the California Environmental Quality Act (CEQA) Guidelines.

[Staff Report - Award of Contract for Marina Breakwater Repairs](#)

[1. Resolution - Award of Contract for Marina Breakwater Repairs](#)

[2. Agreement - Power Engineering Construction](#)

[3. GFT Amendment to Agreement Benicia Breakwater Repairs](#)

[4. GFT Original Agreement Marina Breakwater Repairs](#)

[5. UNICO Third Amendment Master Professional Agreement Marina Breakwater Repairs](#)

[6. Master Professional Agreement and Amendments 1 and 2 with UNICO](#)

[7. UNICO Task Order No. 3 Marina Breakwater Repairs](#)

[8. Notice of Exemption - Marina Breakwater Repairs](#)

16. ADJOURNMENT (8:00 P.M.)

Public Participation

The City of Benicia welcomes your interest and involvement in the City's legislative process. Persons wishing to address the Council, Board, Commission or Committee (CBCC) are asked to voluntarily complete a speaker request form, available at the entrance of Council Chambers, and submit it to the meeting Secretary/City Clerk. Speakers, addressing the CBCC at the time the item is considered, are requested to restrict their comments to the item as it appears on the agenda and stay within the three-minute time limit. The Brown Act does not permit the CBCC to take action on items brought up during the Public Comment period.

As a courtesy, and technology permitting, members of the public may participate remotely. Please be advised that those participating in the meeting remotely via Zoom do so at their own risk. Meetings will not be cancelled due to technical difficulties. The meeting can also be observed on Cable T.V. Broadcast - Check with your cable provider for your local government broadcast channel, or livestream online at www.ci.benicia.ca.us/agendas.

Americans with Disabilities Acts

The City of Benicia is committed to providing meeting facilities that are accessible to persons with disabilities. Meeting materials in alternative formats, a sign language interpreter, real-time captioning, assistive listening devices or other accommodations can be requested by calling (707) 746-4200 or by emailing ADACoordinator@ci.benicia.ca.us, at least four working days prior to a meeting. Assistive listening devices may be obtained at the meeting.

Meeting Procedures

Pursuant to Government Code Section 65009, if you challenge a decision of the CBCC in court, you may be limited to the issues raised during the meeting or in written correspondence delivered to the CBCC by the meeting. You may also be limited to a ninety (90) day statute of limitations when challenging certain administrative decisions, including any final decisions regarding planning or zoning.

The decision of the CBCC is final as of the date of its decision unless judicial review is initiated pursuant to Code of Civil Procedure Section 1094.5. Any such petition for judicial review is subject to the provisions of Code of Civil Procedure Section 1094.6

Public Records and Writings Received After Agenda Posting

A printed version of the agenda packet for this meeting is available at the Benicia Public Library during regular working hours. To the extent feasible, the agenda packet and any writing or documents related to an agenda item for this meeting provided to the CBCC, will be made available for public inspection on the City's web page at www.ci.benicia.ca.us under the heading "Agendas and Minutes." A complete recording of each meeting is available online at www.ci.benicia.ca.us/agendas.

Contact Your Council Members

Voicemail for Mayor and Council Members: (707) 746-4213

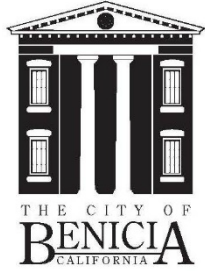
Mayor Steve Young: SYoung@ci.benicia.ca.us

Vice Mayor Trevor Macenski: TMacenski@ci.benicia.ca.us

Council Member Kari Birdseye: KBirdseye@ci.benicia.ca.us

Council Member Lionel Largaespada: LLargaespada@ci.benicia.ca.us

Council Member Terry Scott: TScott@ci.benicia.ca.us



**AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 23, 2026
CONSENT CALENDAR**

TO : City Manager

FROM : Administrative Services Director

SUBJECT : **MIDCYCLE CARRYOVER BUDGET DELEGATED AUTHORITY
FOR FISCAL YEAR 2026/27**

EXECUTIVE SUMMARY:

Amendments to the budget are necessary to carryover unspent appropriations from the fiscal year that is ending to the upcoming fiscal year for capital projects, capital procurements, and contractual obligations when there are insufficient appropriations in the new fiscal year. Delegated authority from the Council to the Administrative Services Director is required to amend the fiscal year 2026/27 budget for these specific carryover budget amendments.

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) authorizing the Administrative Services Director delegated authority to administratively make amendments to the fiscal year 2026/27 budget for the carryover of unspent fiscal year 2025/26 appropriations for capital projects, capital procurements, and contractual obligations entered into before June 30, 2026 where sufficient appropriations are not included in the fiscal year 2026/27 budget.

BUDGET INFORMATION:

There is no cost associated with granting delegated authority. The impact is an increase in the total expenditure authority in the fiscal year 2026/27 budget which is offset with budgetary savings from fiscal year 2025/26. The Administrative Services Director will use discretion in approving carryovers and all amendments will be clearly recorded in the City financial records. Once finalized, these amendments will be reported to Council.

BACKGROUND:

To ensure capital project continuity and that contractual obligations are met, carrying over unspent, previously approved appropriations to the next fiscal year is a prudent and past City practice. Last year, delegated authority from fiscal year 2024/25 was incorporated as part of the current biennial budget adoption on June 17, 2025. This authority was previously delegated to the Finance Director. City Council approved a position change on May 5, 2026 that added the Administrative Services Director position, which acts as the chief financial officer among other duties, and deleted the

Finance Director position. As such, delegated authority is now being requested to be given to the Administrative Services Director.

It is not the current practice of the City to carryover budgets for all open encumbrances. However, there are on occasion certain critical contracts that may have been executed during the fiscal year that were not included during budget development, and thus the timing of the expenditures may not align with the fiscal year in which they are budgeted. In addition, capital projects often span multiple fiscal years. In cases when expenditures schedules are not known when the project is developed, the total project cost is budgeted in the current fiscal year, and it becomes necessary to carryover the remaining appropriations.

While the fiscal year closes on June 30th, there are a variety of accounting activities that take place in the subsequent months to close the fiscal year, including making payments for goods received and services incurred through June 30th. Therefore, the exact dollar amount of the carryovers is not known until several months after the fiscal year closes.

NEXT STEPS:

If Council approves the recommended action, staff will return to council to report out the administrative budget amendments.

ALTERNATIVE ACTIONS:

Council may not approve the delegated authority, which may delay staff's ability to complete projects or deliver service.

CEQA Analysis	Delegating authority to make carryover budget amendments is strictly an administrative action which does not have potential for direct or indirect physical changes to the environment. Under the California Environmental Quality Act (CEQA) Guidelines Section 15378 (b) (5), this action does not constitute a project and is not subject to CEQA pursuant to Section 15060 (c) (3).
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ATTACHMENT:

1. Resolution – Midcycle Carryover Budget Delegated Authority for Fiscal Year 2026/27

For more information contact: Jeff Tschudi, Administrative Services Director

Phone: (707) 746-4222

E-mail: jtschudi@ci.benicia.ca.us

RESOLUTION NO. 26-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA AUTHORIZING
THE ADMINISTRATIVE SERVICES DIRECTOR DELEGATED AUTHORITY TO
MAKE FISCAL YEAR 2026/27 CARRYOVER BUDGET AMENDMENTS**

WHEREAS, the biennial budget for fiscal year 2025/26 and fiscal year 2026/27 was approved by City Council on June 17, 2025; and

WHEREAS, amendments to the fiscal year 2026/27 are necessary to carryover unspent appropriations from the fiscal year 2025/26 budget for capital projects, capital procurements, and certain contractual obligations entered into before June 30, 2026 where sufficient appropriations are not included in the fiscal year 2026/27 budget; and

WHEREAS, the Administrative Services Director shall use discretion in approving carryovers and all such amendments shall be clearly recorded in the City financial records; and

WHEREAS, once finalized, these amendments shall be reported to the City Council.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby authorize the Administrative Services Director delegated authority to administratively make amendments to the fiscal year 2026/27 budget for the carryover of unspent fiscal year 2025/26 appropriations for capital projects, capital procurements, and contractual obligations entered into before June 30, 2026 where sufficient appropriations are not included in the fiscal year 2026/27 budget, and, once finalized, to report the amendments to the City Council.

On motion of Council Member _____, and seconded by Council Member _____, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 23rd day of June 2026 by the following vote:

Ayes:

Noes:

Absent:

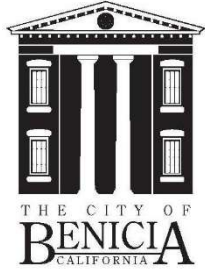
Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date



**AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 23, 2026
BUSINESS ITEM**

TO : City Council

FROM : City Manager

SUBJECT : **SECOND PUBLIC HEARING ON TERMS OF A PROPOSED LIMITED CHARTER FOR THE CITY OF BENICIA AND POLICY DIRECTION FOR THE STRUCTURE OF A PROPOSED REAL PROPERTY TRANSFER TAX**

EXECUTIVE SUMMARY:

With the objective of ensuring the City's ongoing fiscal stability, the City Council has discussed taking the steps necessary to become a limited charter city for the sole purpose of implementing a Real Property Transfer Tax (RPTT), which only charter cities are authorized to levy. To this end, the City would like to bring two ballot measures before voters in the November 3, 2026, election, one to establish Benicia as a limited charter city and one to subsequently implement an RPTT. This staff report outlines the purpose and terms of the proposed limited charter and the structure of the proposed RPTT. This June 23, 2026, City Council meeting is the second of two statutorily required public hearings on the proposed limited charter, during which City Council will receive comments from the public.

RECOMMENDATION:

There are two recommendations associated with this item:

1. Conduct the second of two public hearings regarding the proposed terms of the limited charter as required by Government Code §34458, prior to the measure's placement on the November 3, 2026, ballot; and
2. Provide final direction, by motion, regarding the proposed RPTT structure for placement on the November 3, 2026, ballot.

BUDGET INFORMATION:

The budgetary impact of placing the limited charter and RPTT ballot measures on the General Election Ballot on November 3, 2026, would be minimal because Benicia will already have Council and School Board elections happening concurrently. Staff estimates the cost to add these two items to the ballot would be \$9,688 per measure, or \$19,376 for both measures. The cost would be incurred in Fiscal Year 2026-27 (FY27) and there is sufficient budget for the cost of the election, including the placement of the two measures, in the FY27 City Clerk Election Services budget (0101200-7030).

Based on the proposed structure, it is estimated that the RPTT will initially generate approximately \$230,000 to \$250,000 annually in additional tax revenue. The final amount will depend on the property sale value exemption threshold selected by the City Council and future property transaction activity.

BACKGROUND:

Over the past several years, City Council has discussed, on multiple occasions, the need to broaden and diversify the City's revenue streams to ensure the City has sustainable sources of revenue to maintain and enhance City services. One area of exploration is the ability for the City to enact a real property transfer tax (RPTT). In California, only charter cities can enact RPTTs, therefore, in order for Benicia to enact such a tax, it would need to first become a charter city.

City Charter Adoption Measure

In California, there are two types of cities: general law cities and charter cities. General law cities get their corporate powers from the general laws passed by the State legislature. Charter cities, on the other hand, get their corporate powers from the California Constitution's home rule provision, which allows them to preside over all "municipal affairs," limited only by their own charters and State law on "matters of statewide concern."

Generally, a matter is of "statewide concern," as opposed to a "municipal affair," when its impact is "primarily regional," even if its impacts are not truly statewide. The following is a list of matters determined by the courts to be matters of "statewide concern" and hence not amenable to modification by charter:

- Educational school systems
- Traffic and vehicle regulations
- Tort claims against a governmental entity
- The Ralph M. Brown Act open meetings law
- The Meyers-Milias-Brown Act regarding employee organization
- The California Environmental Quality Act
- The exercise of the eminent domain power

While there are several authorities that a charter can grant a city, Benicia's proposed limited charter will be limited solely to the authority to enact an RPTT. No other charter city authorities will be granted by the charter. Accordingly, the proposed limited charter provides that the City will follow California general law in all areas except those stated in the charter; and specifically, that the charter authorizes the City to implement an RPTT, if separately approved by the voters, as the single and sole authority granted by the charter. Language in the attached ordinance and in the terms of the charter itself is clear that the authority granted is limited exclusively to the power to enact an RPTT.

The California Constitution stipulates that for a city charter to be adopted, it must be approved by a simple majority vote of the City's voters at a statewide regular election (Gov. Code, §§34457 and 34458.). The attached draft ordinance contains the terms of the proposed limited charter initially discussed by the City Council at the April 28, 2026, council meeting. Following that meeting, minor modifications were made to further

clarify that the limited charter City is for the limited and sole purpose of authorizing the City to levy an RPTT.

Real Property Transfer Tax Measure

A real property transfer tax (RPTT) is a tax on the sale of property that is paid when real property is conveyed and is based on the sale value of the property. As noted above, only charter cities are authorized by state law to impose such a tax. This tax is distinguished from the existing documentary transfer tax (DTT) that the county collects and of which the City currently receives a portion. The City's DTT is codified in Municipal Code section 3.16 – Real Property Transfer Tax¹, which imposes the tax at the rate of \$0.275 for each five hundred dollars (\$500) of sale value, which is the maximum allowable rate pursuant to California Revenue and Taxation Code Section 11911(b) (the DTT is discussed in further detail later in this report).

Charter cities, in enacting their own laws, may enact an RPTT in place of a documentary transfer tax, at any rate(s) approved by voters, and may provide exemptions of certain property sales. Payment of the tax could be negotiated between buyer and seller. The tax would be owed at the time of sale of the real property and the tax would be collected by the City.

The following table outlines the structure and applicable rates for the proposed RPTT. City Council is being asked to provide final direction regarding the residential exemption threshold for existing residential properties built prior to January 1, 2027. Two exemption thresholds have been discussed: \$1.5 million and \$2 million. Existing residential properties sold below the Council-selected threshold would be exempt from the RPTT. The following tables illustrate both options for Council consideration.

Option 1: Exempt Residential Properties* Sold for Less than \$1.5M

Property Sale Value	Rate (\$ per \$1000 in sale value)
< \$2,000,000	\$4
\$2,000,000 – \$9,999,999	\$6
\$10,000,000 <	\$8

Option 2: Exempt Residential Properties* Sold for Less than \$2M

Property Sale Value	Rate (\$ per \$1000 in sale value)
< \$2,000,000	\$4
\$2,000,000 – \$9,999,999	\$6
\$10,000,000 <	\$8

¹ To avoid confusion, it should be noted that “Real Property Transfer Tax” in the ordinance title is simply the language that was chosen at the time of the ordinance’s creation, and is not to be confused with the concept of an actual Real Property Transfer Tax, as is being proposed, which only a charter city can levy. Benicia does not currently levy such a Real Property Transfer Tax.

- *Exemption will apply to residential properties built prior to January 1, 2027, and sold for less than the Council-selected exemption threshold
- All sales of residential properties built on or after January 1, 2027, will be subject to the RPTT, irrespective of sale value.
- All sales of commercial properties will be subject to the RPTT.

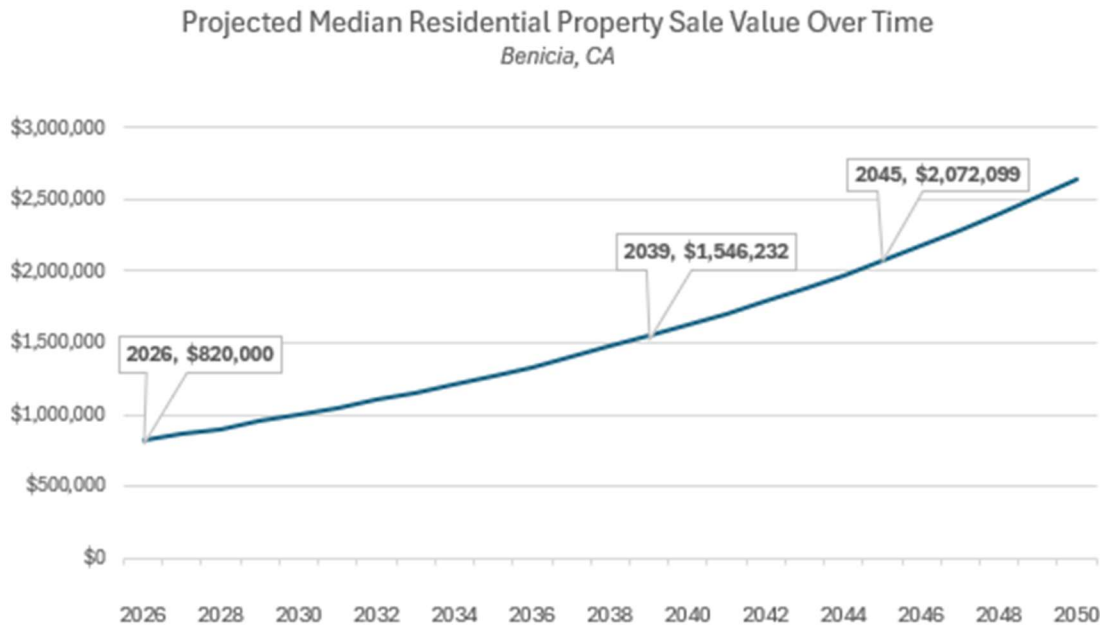
In addition to the exemption based on sale value and property type, all existing documentary transfer tax exemptions would also apply to the RPTT. An additional exemption for intra-family transfers, similar to that proposed during the 2024 initiative, would also be included. The first six are exemptions that currently exist for the documentary transfer tax. The final two exemptions, shown in bold, are proposed new exemptions.

- Security agreement
- Public agencies
- Conveyances
- Order of the S.E.C.
- Partnership interest
- Instrument of foreclosure
- **Intra-family transfer**
- **Residential property built prior to January 1, 2027, sold for less than \$1.5 million or \$2 million (to be determined by Council)**

Based on the structure outlined above, it is estimated that the RPTT will initially generate approximately \$230,000 to \$250,000 annually in additional tax revenue. That revenue is expected to grow over time as property values increase and properties built on or after January 1, 2027, increase as a share of transactions, reaching \$3.3 million to \$3.8 million by 2050. It is anticipated that the revenue generated may occasionally increase considerably in a given year based on the sporadic occurrence of very high value commercial transactions.

The exemption for residential properties built before January 1, 2027, and sold for less than the Council-selected threshold (\$1.5 million or \$2 million) is expected to exempt the vast majority of residential property sales from the RPTT. Based on historical data, it is estimated that only about 0.5% to 1.5% of residential property sales each year would exceed the exemption threshold when the RPTT is initially implemented. For additional context, the chart below shows when the median sale value of an existing residential property in Benicia is projected to exceed the \$1.5 million exemption threshold (2039) and the \$2 million exemption threshold (2045)².

² Based on a current median sale value of \$820,000 and a projected annual growth rate of 5%



Adoption of an RPTT would replace the City's current share of documentary transfer tax (DTT) revenue. The City currently receives \$0.275 per \$500 of sale value through the DTT. Based on historical sales data, this revenue totals approximately \$148,000 annually. In short, the City would no longer receive any of the DTT revenue it currently receives if it were to levy its own RPTT. Based on historical sales data, this would currently represent approximately \$148,000 per year in forgone revenue. Forgone DTT revenue has been factored into the revenue projections shown below.

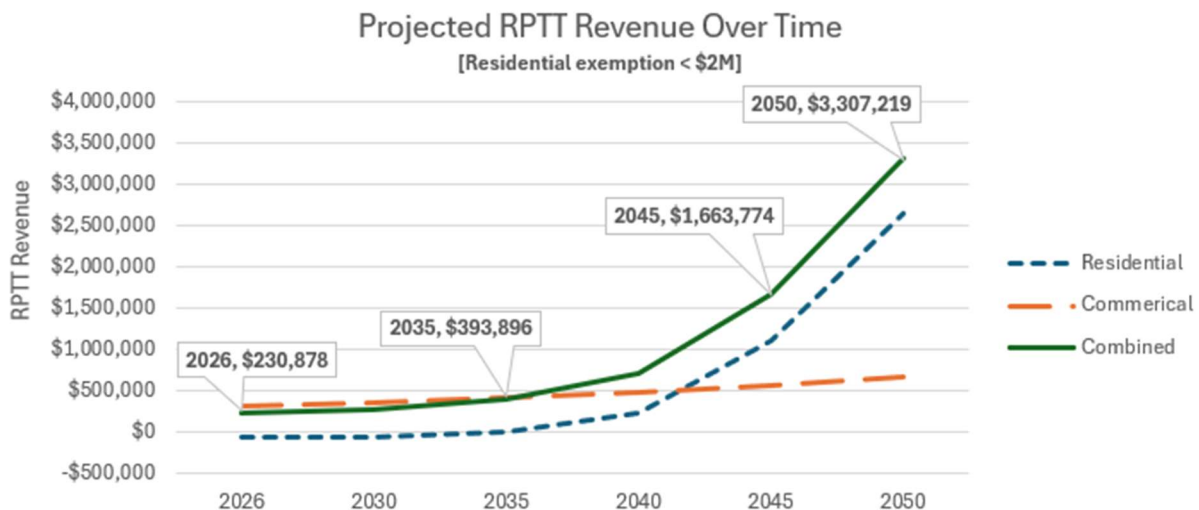
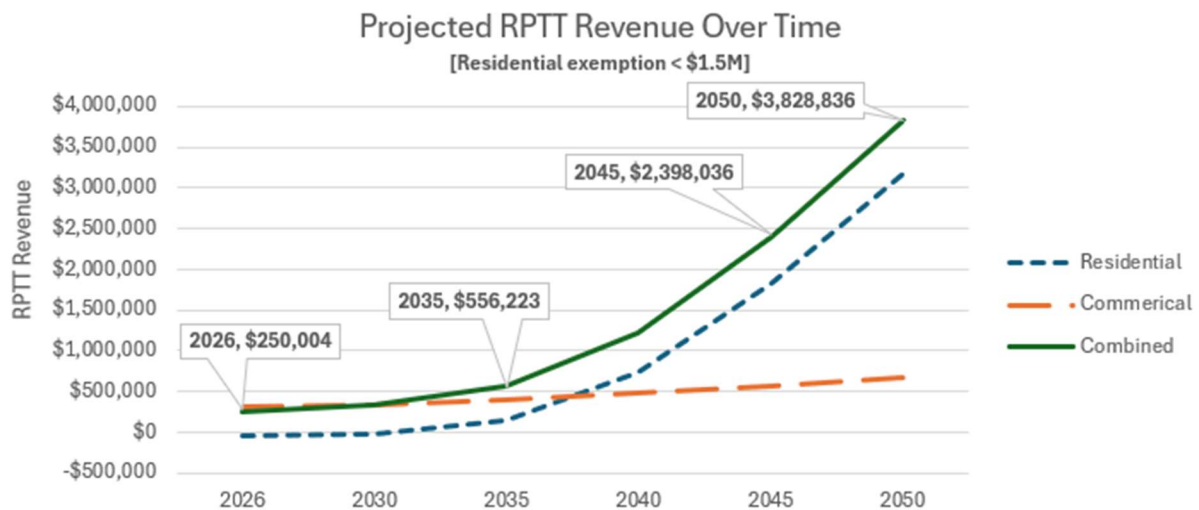
For additional context, Revenue and Taxation Code section 11911(b) authorizes a city located within a county that has adopted the county DTT to impose its own DTT at a maximum allowable rate equal to one-half of the county rate, or \$0.275 per \$500 of sale value. Section 11911(c) further requires that taxpayers receive a credit against their county DTT liability for the amount of any city-imposed DTT. This means that whether or not a city imposes its portion of the DTT, a taxpayer will pay the same rate of \$0.55 per \$500 of sale value.

If Benicia were to levy an RPTT, it would no longer be able to impose the DTT. The county would therefore no longer credit taxpayers in the amount of the City-imposed DTT. It would collect and retain \$0.55 per \$500 of sale value, remitting no portion of the DTT revenue to the City.

The graphs below show how the RPTT's revenue is projected to grow over time, based on the growth of property values³. Values of \$1.5 million and \$2 million have been discussed for the exemption cutoff for residential properties built prior to January 1, 2027, and graphs reflecting revenue projections under both exemption scenarios are included below. The final value for the exemption cutoff is to be determined by Council during this meeting.

³ Projected revenue based on historical property sales data and projected annual growth rates of 5% and 3% for residential and commercial property values, respectively

It is important to note that the revenue projections shown is based on recent historical sales data and projected growth rates for residential and commercial property values. New development is not included in these projections because the timing and scale of future development cannot be predicted with certainty. That said, the known, currently planned Rose Estates development would reasonably be expected to contribute significantly to the RPTT's projected revenue over the near term. Based on currently available information, the development's anticipated 1,620 units, with an average sale value of approximately \$900,000, could generate an estimated \$5.8 million in potential RPTT revenue over time.



Staff is seeking final direction from the City Council, by motion, regarding the proposed Real Property Transfer Tax, including selection of a residential exemption threshold of either \$1.5 million or \$2 million and confirmation of the overall tax structure, so staff can prepare the related ordinance and ballot measure language for consideration at the July 21, 2026, City Council meeting.

NEXT STEPS:

Below is the planned timeline for next steps to place the limited charter and RPTT measures on the November 3, 2026, ballot:

1. June 23rd Council Meeting - Limited Charter Public Hearing #2 & Review RPTT Structure
2. July 21st Council Meeting – Additional Public Hearing, Placement of Two Measures on November 2026 Ballot, Introduction of Ordinance for the RPTT Structure, and Introduction of Ordinance for the Limited City Charter
3. Aug 7th Deadline for City Clerk to Submit Resolutions to Registrar of Voters to place Measures on the November 2026 Ballot

ALTERNATIVE ACTIONS:

Provide staff with alternative direction regarding the proposed RPTT structure and/or the terms of the limited charter.

CEQA Analysis	The project is categorically exempt from further review of the California Environmental Quality Act (CEQA) pursuant to Guidelines Section 15061(b)(3) which exempts projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.
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ATTACHMENT:

1. Draft Ordinance - Establishing the City of Benicia as a Charter City

For more information contact: Mario Giuliani, City Manager

E-mail: mgiuliani@ci.benicia.ca.us

DRAFT
ORDINANCE NO. 26-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BENICIA ESTABLISHING THE CITY OF BENICIA AS A CHARTER CITY AND ADDING A NEW CHAPTER 1A (CITY OF BENICIA CHARTER) TO THE BENICIA MUNICIPAL CODE SOLELY WITH RESPECT TO THE POWERS OVER MUNICIPAL AFFAIRS IN RELATION TO A SYSTEM FOR THE IMPOSITION, LEVY AND COLLECTION OF A TAX ON THE CONVEYANCE OF REAL PROPERTY BASED ON THE VALUE OF THE REAL PROPERTY IN ADDITION TO THE AMOUNT AUTHORIZED BY CALIFORNIA REVENUE AND TAXATION CODE SECTION 11911

WHEREAS, the City of Benicia was incorporated as a general law city in 1851 by residents seeking to manage local affairs and today serves a population of approximately 26,200, providing a host of general governmental services through the exercise of its Constitutional Police Powers to the community including police, fire, parks and recreation, library, public works engineering and maintenance, water and wastewater, community development (planning and building), and various administrative support services in a fiscally sustainable manner; and

WHEREAS, Benicia has a limited economic base for which to derive revenue for public services; by design, Benicia has chosen not to seek commercial development, and our industrial park is anchored by an oil refinery that has recently closed; and

WHEREAS, for more than a generation Benicia has seen limited growth both in housing and even more so with commercial and industrial development; additionally, more than 40% of residential units have not transferred in more than 35 years, and

WHEREAS, this limited economic base and little growth have placed great strain on the City's ability to meet service demands and maintain essential infrastructure; and

WHEREAS, current revenues are insufficient for the City of Benicia to continue to provide those services in fiscally sustainable manner; and

WHEREAS, to address this challenge, the City of Benicia has pursued cost saving measures and the City's voters have approved multiple revenue measures in recent past including a Cannabis Excise Tax, specially designated Sales Tax increases and a Transient Occupancy Tax increase; and

WHEREAS, the anticipated revenue generation from those measures still leaves the City well short of what is required to fund services and maintain important infrastructure needs such as roads, repairing potholes, storm drains, sidewalks, and public facilities such as the City Pool, Community Center, Library, Marina, parks, and essential services such as police, fire, library, youth and senior programs, engineering and community development (planning and building) and other unrestricted general government purposes; and

WHEREAS, for this reason, it is necessary for the City of Benicia to seek additional sources of revenue generation, such as levying a Real Property Transfer Tax on the sale of properties within its boundaries; and

WHEREAS, becoming a charter city would grant Benicia the power to institute a Real Property Transfer Tax, a power it does not have as a general law city; and

WHEREAS, to address this matter, in April 2026, the City Council, pursuant to the authority granted by Government Code Section 34458, provided direction to staff to draft a city charter focused exclusively on granting the power to levy a Real Property Transfer Tax that, if approved by a simple majority of voters, would establish Benicia as a charter city under California state law; and

WHEREAS, pursuant to Government Code Section 34458(b), the City Council held two public hearings to receive comments from the public and to consider the proposed Benicia City Charter for the limited and sole purpose of enacting a Real Property Transfer Tax; and

WHEREAS, at the conclusion of the hearing process, after considering all testimony, evidence, and comments from the public, the City Council directed the preparation of a ballot measure for the November 2026 election to put before voters the decision to adopt the proposed Benicia City Charter for the limited and sole purpose of enacting a Real Property Transfer Tax; and

WHEREAS, pursuant to Elections Code Section 9217, if a majority of the voters voting on a proposed ordinance vote in its favor, the ordinance shall become a valid and binding ordinance of the City. The ordinance shall be considered as adopted upon the date that the vote is declared by the legislative body and shall go into effect 10 days after that date.

NOW, THEREFORE THE PEOPLE OF THE CITY OF BENICIA DO ORDAIN AS FOLLOWS:

The following Charter is hereby adopted to be included as Title 1A of the City of Benicia Municipal Code:

CITY OF BENICIA CHARTER

ARTICLE I

NAME AND BOUNDARIES

100. Name and Boundaries

The municipal corporation now existing and known as the City of Benicia, hereafter referred to as “the City,” shall remain and continue to be a municipal body corporate and politic, as at present, in name, in fact, and in law.

ARTICLE II

POWERS OF CITY

200. Exercise of Constitutional Power of Taxation

The City of Benicia adopts this Charter to exercise the constitutional powers conferred on cities under Article XI section 5 of the California Constitution solely with respect to the power to enact a system for the imposition, levy and collection of a tax on the conveyance of real property based on the value of the real property in addition to the amount authorized by California Revenue and Taxation Code section 11911.

201. Subject to General Laws

Except as provided in this Charter stated in Section 200, the powers of the City shall otherwise be constrained by, subject to, and governed by the general laws of the State as

now and hereafter existing relating to cities organized under said general laws.

202. Severability

If any provision of this Charter is found by a court of competent jurisdiction to be invalid, the remaining provisions of the Charter shall remain in full force and effect.

203. Amendment

Any amendment to this Charter shall require approval by a simple majority of City of Benicia voters and shall be effective when approved by City of Benicia voters and filed pursuant to the California Constitution and applicable State law.

ARTICLE III

SUCCESSION

300. Rights and Liabilities

The City shall remain vested with and continue to have, hold, and enjoy all property, rights of property, and rights of action of every nature and description now pertaining to this municipality, and is hereby declared to be the successor of same. It shall be subject to all the obligations, contracts, liabilities, debts, and duties that now exist against or with the City.

301. Ordinances, Codes, and Other Regulations

All ordinances, codes, resolutions, regulations, rules, and portions thereof, in force at the time this Charter takes effect, and not in conflict or inconsistent herewith, shall continue in force until repealed, amended, changed, or superseded in the manner provided by this Charter and any other applicable laws.

302. Pending Actions And Proceedings

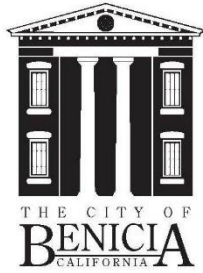
No action or proceeding, civil or criminal, pending at the time this Charter takes effect, brought by or against the City or any officer, office, or department thereof, shall be affected or abated by the adoption of this Charter, or by anything herein contained.

ARTICLE IV

FORM OF GOVERNMENT

400. Form of Government

The form of government shall be that commonly known as the Council-Manager form of government. The City Council, consisting of five councilmembers elected at large for four year staggered terms, in the manner in effect when this Charter was adopted, shall establish the policy of the City and the City Manager shall carry out that policy.



**AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 23, 2026
BUSINESS ITEM**

TO : City Manager

FROM : Fire Chief

SUBJECT : **ANNUAL PERFORMANCE REVIEW AND EVALUATION –
INDUSTRIAL HEALTH AND SAFETY ORDINANCE**

EXECUTIVE SUMMARY:

Section 8.55.250 of the Benicia Municipal Code requires the Fire Department to submit an annual performance review and evaluation report of the City's Industrial Health and Safety (ISO) program to the City Council on or before June 30 of each year. This report serves as the Department's first annual submission under that requirement. The attached Annual Report details program activities during the first implementation period, including facility notification and compliance support, incident activity, incident response, training, enforcement, fee collections, Public Information Bank updates, Industrial Safety Citizen Oversight Commission activities, and recommended amendments to the ordinance.

RECOMMENDATION:

Receive the Annual Performance Review and Evaluation Report for the City's Industrial Health and Safety program and provide feedback on potential ordinance amendments.

BUDGET INFORMATION:

There are no financial or budgetary impacts associated with receiving this report. A full breakdown of program fees, collections, and costs associated with implementing the Industrial Health and Safety Ordinance is provided in Section 5 of the attached Annual Performance Review and Evaluation Report (Attachment 1).

BACKGROUND:

In April 2025, the City Council adopted Benicia Municipal Code (BMC) Chapter 8.55 (Industrial Health and Safety), establishing a local regulatory framework for High-Hazard Facilities, defined as Group H occupancies under the California Fire Code, operating within the city. The ordinance supplements existing state and federal programs, including the California Accidental Release Prevention (CalARP) Program and requirements administered by the Solano County Certified Unified Program Agency (CUPA).

Under normal circumstances, this report would cover the prior calendar year (January 1 through December 31). However, because Chapter 8.55 was adopted on April 1, 2025,

did not become effective until July 30, 2025, and the ordinance's fee structure was not adopted until December 2, 2025, formal notification to regulated facilities did not occur until December 4, 2025. Therefore, the first year of implementation does not align with a standard calendar year, meaning the program did not fully stand up until the final weeks of 2025. As a result, this first annual report covers an extended period that spans portions of both 2025 and 2026. Beginning with next year's report, the annual reporting period will align to the standard calendar year (January 1 through December 31), and the report will reflect a full twelve months of program operation.

During the first implementation period, the Department focused on facility education and compliance assistance, emergency response coordination, initial joint training, and the creation of the Industrial Safety Citizen Oversight Commission.

Staff is recommending two ordinance amendments: one to BMC Section 8.55.090, Annual Industrial Health and Safety Report, and one to BMC Section 8.55.220, Fees. The proposed amendments to BMC Section 8.55.090 (Attachment 2) would clarify the annual reporting period (calendar year) and submission deadline (March 1) for facility-submitted Annual Industrial Health and Safety Reports. The current ordinance does not specify calendar versus fiscal year, which created ambiguity during the first implementation period. The proposed amendment to BMC Section 8.55.220 (Attachment 3) would incorporate fee administration requirements previously adopted by City Council Resolution No. 25-132, including the July 1 fee due date. Incorporating these provisions into the Ordinance improves clarity and consistency.

In addition to the amendments to Section 8.55.090 and 8.55.220 described above, staff is also seeking Council direction on two additional potential amendments related to the Industrial Safety Citizen Oversight Commission. These discussion topics are in response to community feedback and inquiries.

First, staff is seeking direction on whether the Commission's responsibilities should be expanded to assume the role previously performed by the Benicia Refinery Community Advisory Panel (CAP). The CAP held its final meeting on April 14, 2026, following the idling of the Valero refinery, and no future meetings are currently scheduled. The CAP's mission was to provide an independent advisory body facilitating ongoing communication between the community, civic leaders, and the refinery on matters of health, safety, and site operations. Although the refinery is no longer operating in its prior capacity, the Valero site continues to operate as a fuel terminal, and community members continue to have questions and concerns regarding site activities for which there is currently no established public forum.

Second, staff is seeking direction on whether the Commission should be formally designated as a public communication forum between the community and Valero property management on matters related to health and safety regarding site decommissioning and remediation.

BMC Section 8.55.300 requires a four-fifths supermajority vote of the City Council to adopt any revisions to Chapter 8.55.

NEXT STEPS:

Depending on direction from Council, staff will return to Council with proposed amendments to the Benicia Municipal Code.

ALTERNATIVE ACTIONS:

Council may direct staff to return with additional information before amending the BMC, or may choose to make no amendments to the BMC at this time.

CEQA Analysis	This activity does not meet the definition of a project as described in Title 14 of the California Code of Regulations, §15378(a).
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ATTACHMENT:

1. ISO Annual Performance Review and Evaluation Report
2. Proposed amendments to BMC §8.55.090
3. Proposed amendments to BMC §8.55.220

For more information contact: Josh Chadwick, Fire Chief

Phone: 707-746-4275

E-mail: jchadwick@ci.benicia.ca.us



ANNUAL PERFORMANCE REVIEW AND EVALUATION REPORT

Benicia Municipal Code Chapter 8.55
Industrial Health and Safety Ordinance

Reporting Period
Calendar Year 2025
(First Implementation Year)

Prepared By
Josh Chadwick, Fire Chief
Benicia Fire Department
June 2026

A Note on the Reporting Period for This First Annual Report

Under normal circumstances, this report would cover Industrial Health and Safety Ordinance (ISO) program operation for the previous calendar year. However, City Council adopted the ISO on April 1, 2025, it did not become effective until July 30, 2025, and the ordinance's fee structure was not adopted until December 2, 2025, so it was not fully operational until the final weeks of 2025. Therefore, this annual report covers portions of both 2025 and 2026. Some activities described in this report will be duplicated in next year's report. They are included in this report because they are direct products of first-year implementation efforts.

As 2026 is the first full year of program implementation, next year's annual report will reflect a full twelve months of program operation.

1 BACKGROUND AND PURPOSE

In April 2025, the City Council adopted Chapter 8.55 (Industrial Health and Safety) of the Benicia Municipal Code, establishing a local regulatory framework for High-Hazard Facilities operating within the city. The ordinance was developed to reduce the number and severity of industrial incidents, improve public communication and transparency, expand air quality monitoring, and strengthen coordination between the City, regulated facilities, regulatory agencies, and the community.

The ordinance applies to High-Hazard Facilities (defined as Group H occupancy facilities under the California Fire Code) and supplements existing state and federal regulatory programs, including the California Accidental Release Prevention (CalARP) Program and Hazardous Materials Business Plan (HMBP) requirements administered by the Solano County Certified Unified Program Agency (CUPA).

Pursuant to BMC Section 8.55.250, this report addresses the following required elements:

- Enforcement of the ISO chapter during the reporting period
- Emergency and public safety response activities performed by the Department
- Audits and inspections conducted, including the status of any recommendations
- Effectiveness of the Public Information Bank (PIB)
- Activities performed by the Industrial Safety Citizen Oversight Commission
- Current High-Hazard Facilities covered by this chapter
- Incidents and Major Incidents by each High-Hazard Facility
- Incident Investigation Reports, Onsite Safety Reports, or Root Cause Analyses
- Enforcement actions initiated by the Department against a high-hazard facility
- Fees collected from High-Hazard Facilities pursuant to this chapter
- Fines levied pursuant to this chapter
- Recommended modifications to this chapter

2 IMPLEMENTATION TIMELINE

The following table summarizes key milestones in the implementation of the ordinance.

Table 1: ISO Implementation Milestones

Mar 4, 2025	Ordinance introduced at regular City Council meeting (first reading)
Apr 1, 2025	Ordinance adopted unanimously by City Council
Apr 1, 2025	Council directed staff to develop a fee structure
Jul 30, 2025	Ordinance effective date (120 days after adoption)
Aug 5, 2025	Staff presented draft ISO Fee Study to Council; Council provided direction
Dec 2, 2025	City Council adopted final ISO Fee Schedule following public hearing
Dec 4, 2025	Formal notification packages distributed to all regulated facilities

Although the ordinance became effective on July 30, 2025, significant implementation work continued through the remainder of the year. Most notably, the City retained Willdan Financial Services to conduct a comprehensive ISO Fee Study, a prerequisite to formal compliance enforcement. The fee study involved detailed analysis of the City's regulatory, inspection, emergency response, administrative, reporting, training, and oversight responsibilities, with costs allocated proportionally based on facility hazard classification.

The fee schedule was revised to incorporate a 50% fee discount and Proposition 26 compliance. After the City Council adopted the final fee schedule on December 2, 2025, the Department was prepared to begin formal implementation. Notification packages were distributed to regulated facilities on December 4, 2025.

3 REGULATED FACILITIES

Facilities are classified based on hazardous material inventory data reported through the California Environmental Reporting System (CERS), with Hazard Group designations (1-4) determined by Group H occupancy classification under the California Fire Code. The list of regulated facilities in Benicia is dynamic and subject to change over time. New businesses may establish operations within the city, existing businesses may cease operations, and facilities may increase or decrease the quantity of hazardous materials stored on-site. Additionally, new businesses handling hazardous materials may be identified through routine fire prevention inspections.

On April 1, 2025, when the ordinance was adopted, records indicated thirteen (13) facilities meeting the definition for Group H occupancies subject to the ISO. Between adoption and the drafting of this report in June 2026, two changes occurred. Cork Supply reduced their hazardous materials inventory and were no longer subject to the ordinance and the facility previously identified as Amports - APS West Coast, Inc. was determined to be operated by Valero Refining Company and was re-identified as Valero Coke Silos.

Table 2: Regulated High-Hazard Facilities

#	Facility Name	Hazard Group
1	Alfred Conhagen, Inc.	1
2	Benicia Wastewater Treatment	1
3	Benicia Water Treatment	2
4	Delta Tech	1
5	Flavor Insights	1
6	Interstate Batteries	1
7	Kaneka	1
8	Kwik Bond Polymers	2
9	Linde	3
10	Sherwin Williams	2

11	Valero Benicia Refinery	4
12	Valero Coke Silos	1

Note: Anticipated near-term changes include the deletion of Valero Coke Silos from the regulated facility list. City staff have been informed that with the current transition of the Valero refinery, coke silo operations will cease, and the hazardous materials inventory will be removed. Based on current information, staff anticipate that the Valero refinery site will continue to meet the parameters of a Group 4 facility based on flammable and combustible material inventory planned to remain on site.

4 FACILITY NOTIFICATION, GUIDANCE, AND COMPLIANCE SUPPORT

Recognizing that Chapter 8.55 established a new local regulatory framework with no direct precedent in other California cities, the Department invested significant effort in ensuring that all regulated facilities received clear, consistent guidance prior to any new compliance requirements taking effect.

The Benicia Fire Department developed a comprehensive Industrial Health and Safety Ordinance Guidance Document to translate the technical requirements of Chapter 8.55 into a practical, user-friendly format for facility operators. The Guidance Document included:

- Overview of the ordinance and its regulatory background
- Explanation of High Hazard facilities groupings
- Detailed descriptions of compliance requirements including: Annual Industrial Health and Safety Reports, emergency response training obligations, incident notification and reporting procedures, and root cause analysis requirements
- Step-by-step guidance on required post-incident actions
- Templates and appendices to assist facilities in completing required submittals

On December 4, 2025, the Department distributed formal notification packages to all regulated facilities. Each package included a cover letter, an invoice for the prorated annual program fee, and the Guidance Document. The cover letter: confirmed the facility's status as subject to the ordinance, identified the facility's Hazard Group classification, directed the facility to the full ordinance text and Industrial Incident Notification Policy, and established timelines for initial compliance. It also communicated that the first-year annual fee would be prorated through June 30, 2026 and offered individual meetings with Fire Department staff to discuss compliance obligations.

Recognizing that some facilities were newly identified or previously unaware of the ordinance's requirements, the City provided an additional 120 days from the date of notification for initial compliance submittals.

5 FEE PROGRAM AND FINANCIAL SUMMARY

ISO program fees are assessed on a fiscal year basis and are due by July 1 of each year. Because formal notification to regulated facilities did not occur until December 4, 2025, first-year fees were prorated for the period December 4, 2025 through June 30, 2026. When adopting the fee schedule, Council provided direction on several key design decisions. Fees were set to achieve 50% cost recovery rather than full cost recovery, and no annual Consumer Price Index (CPI) adjustment was included. Council also directed that costs associated with managing and maintaining the Industrial Safety Citizen Oversight Commission (Commission) and maintaining the Public Information Bank website be excluded from the fee base.

Table 3: ISO Fee Schedule, Prorated First-Year Amounts (December 4, 2025 – June 30, 2026)

Facility Name	Group	Annual Fee	Invoiced	Received
Alfred Conhagen, Inc.	1	\$3,969.00	\$2,261.00	\$2,261.00
Benicia Wastewater Tx	1	\$3,969.00	\$2,261.00	\$2,261.00
Benicia Water Treatment	2	\$7,415.00	\$4,225.00	\$4,225.00
Delta Tech	1	\$3,969.00	\$2,261.00	\$2,261.00
Flavor Insights	1	\$3,969.00	\$2,261.00	\$2,261.00
Interstate Batteries	1	\$3,969.00	\$2,261.00	\$2,261.00
Kaneka	1	\$3,969.00	\$2,261.00	\$2,261.00
Kwik Bond Polymers	2	\$7,415.00	\$4,225.00	\$4,225.00
Linde	3	\$19,593.00	\$11,165.00	Pending
Sherwin Williams	2	\$7,415.00	\$4,225.00	\$4,225.00
Valero Benicia Refinery	4	\$73,824.00	\$42,069.00	\$42,069.00
Valero Coke Silos	1	\$3,969.00	\$2,261.00	\$2,261.00
TOTALS		\$143,445.00	\$81,736.00	\$70,571.00

In addition to tracking fee revenue, costs associated with administering the ISO program have been monitored. The costs presented in Table 4 below reflect costs to operate and implement the ISO following adoption of the ordinance, including activities such as facility outreach and notification, training, public notification of incidents, Public Information Bank maintenance, Commission management, administration, and other ongoing program functions. These costs do not include one-time program creation expenses associated with the initial development and adoption of the Industrial Health and Safety Ordinance, preparation of the ISO Fee Study, or development of the ISO fee schedule.

Table 4: ISO Program Costs, First-Year Amounts (April 2, 2025 – June 30, 2026)

Staff Time Description	Cost
Commission Management	\$46,046
Public Information Bank Maintenance	\$1,630
Incident Response and Public Notification	\$84,777
Training at Facilities	\$58,756

Facility Communication	\$17,728
Fee Administration	\$4,604
ISO Annual Report	\$18,137
Air Monitoring Program Grant Application	\$12,582
Hazardous Materials Response Program	\$272,300
TOTALS	\$516,560

- **Fees collected to date:** \$70,571.00 (prorated for December 4, 2025, through June 30, 2026)
- **Program costs incurred:** \$516,560 (April 3, 2025 through June 30, 2026)
- **Outstanding penalties or fees:** None

6 INCIDENTS AT HIGH-HAZARD FACILITIES

During the reporting period, the City experienced eight Level 1, one Level 2, and one Level 3 incidents associated with High-Hazard Facilities. Because the ordinance was adopted and enacted in 2025, implementation was only partial during the reporting year. As a result, incident reporting was primarily limited to the Valero Benicia Refinery. Other newly identified High-Hazard Facilities were contacted about their reporting obligations through the latter half of 2025.

Table 5: Incidents at High-Hazard Facilities

Facility	Level	Date	Nature of Incident	Status / Reports
Valero Benicia Refinery	3	May 5, 2025	Fluid Catalytic Cracking Unit Pre-Heat Furnace fire; shelter-in-place issued	Cal Office of Emergency Services (OES) report, 72-hr report, follow-up notice, 90-day report; all posted to PIB
Valero Benicia Refinery	2	Dec 5, 2025	Petroleum coke release at Amports dock loading area	Cal OES report, 72-hr report, investigation report; all posted to PIB
Valero Benicia Refinery (and others)	1 (x8)	Various	Flaring and/or odor events; one involving Martinez Refinery impacts	Notifications and reports posted to PIB as received

Note: Eight Level 1 incidents were reported during the period, primarily flaring and/or odor-related events. One Level 1 incident involved odors originating from the Martinez Refining Company facility in Contra Costa County that impacted portions of Benicia. All reports were uploaded to the Public Information Bank (PIB) Hazardous Materials website.

Notable Incident: Petroleum Coke Release — December 5, 2025

At approximately 10:45 a.m. on December 5, 2025, Valero Benicia Refinery staff were notified by Amports personnel of visible petroleum coke in the dock loading area. Loading operations were halted at approximately 10:50 a.m. Monitoring was conducted at multiple shoreline locations, and small amounts of petroleum coke observed along the shoreline were removed by vacuum operations. Modifications were subsequently made to loading equipment and operations to reduce the potential for future dusting.

On December 9, 2025, Amports provided additional information identifying petroleum coke in the water adjacent to the vessel side of the Carquinez Strait. Investigation determined that required vessel deck-cleaning procedures had not been performed by the vessel crew, allowing accumulated petroleum coke to enter the water through scupper drain openings. Reports submitted by Valero included a Cal OES Hazardous Materials Release Report, a 72-Hour Incident Report, and an Incident Investigation Report, all of which were posted to the Public Information Bank.

Notable Incident: Refinery Fire — May 5, 2025

At approximately 8:45 a.m. on May 5, 2025, a fire occurred near the Fluid Catalytic Cracking Unit (FCCU) Pre-Heat Furnace at the Valero Benicia Refinery. Valero immediately notified the Benicia Fire Department, which responded jointly with refinery fire brigade personnel. An Emergency Operations Center was established at the refinery, and City Fire Department personnel were active in the incident management structure.

Due to concerns regarding potential off-site impacts, the City issued a shelter-in-place order for the City of Benicia at approximately 9:33 a.m. The fire was declared under control at approximately 10:38 a.m., and the shelter-in-place order was lifted at approximately 10:50 a.m.

This incident occurred after adoption of the ordinance but before its effective date. Valero voluntarily followed the notification and reporting expectations outlined in the ordinance, and based on the incident characteristics and impacts, the event would have met the criteria of a Level 3 Incident under the City's Industrial Incident Notification Policy. Because the incident preceded the effective date, the City did not assess public safety response cost recovery charges. Reports submitted included a Cal OES Hazardous Materials Release Report, a 72-Hour Incident Report, a Cal OES Emergency Release Follow-Up Notice, and a Major Incident 90-Day Report, all posted to the Public Information Bank.

7

EMERGENCY RESPONSE AND TRAINING

Emergency Response Activities

- **Total responses related to High-Hazard Facilities:** Seven (7)
- **Total EOC activations:** One (1) — May 5, 2025, Valero Refinery fire; City staff assigned to Valero EOC

Joint Facility Training

The Department conducted and/or has scheduled joint facility training with all twelve regulated facilities during the reporting period. These initial training sessions are designed for emergency response personnel to become familiar with facility layouts, hazards, and operational characteristics prior to any incident.

Table 6: Joint Facility Training

Facility Name	Date	Subject	Hrs	Personnel	Total Hrs
Alfred Conhagen, Inc.	5/22/2026	Safety familiarization mitigation strategies	1.5	9	13.5
Benicia Wastewater Tx	6/3/2026	Initial facility safety familiarization	2	9	18
Benicia Water Treatment	(6/18/2026)	Scheduled	2	10	20
Delta Tech	(6/13/2026)	Scheduled	2	10	20
Flavor Insights	6/8/2026	Initial facility safety familiarization	2	9	18
Interstate Batteries	5/15/2026	Safety familiarization and fire pre-plan	2	10	20
Kaneka	(6/16/2026)	Scheduled	2	10	20
Kwik Bond Polymers	2/9-13/2026	Safety familiarization and fire pre-plan	2	28	56
Linde	6/5/2026	Initial facility safety familiarization	2	10	20
Sherwin Williams	(6/11/2026)*	Scheduled	2	10	20
Valero Benicia Refinery	8/14, 8/22, 10/14 2025	Multiple incident response trainings	6	10	60
Valero Coke Silos	Pending	Pending may delete	0	0	0
TOTAL			25.5	125	285.5

**Dates shown in parentheses are scheduled; all others are completed.*

8

COMPLIANCE AND ENFORCEMENT

Annual Industrial Health and Safety Reports

Three (3) Annual Industrial Health and Safety Reports were received prior to the drafting of this report, submitted by the Valero Benicia Refinery, City of Benicia Water Treatment Plant, and City of Benicia Wastewater Treatment Plant. Those reports covered calendar year 2025.

The remaining regulated facilities did not submit reports for 2025. The Department does not view this as a compliance failure. With the exception of Valero, most facilities were not formally notified of their obligations under the ordinance until December 4, 2025, and had little to no opportunity to compile a full calendar year report on short notice. In recognition of that timing, the Department has granted an exception for the 2025 reporting year for those facilities. Full compliance with the annual reporting requirement is expected from all regulated facilities for calendar year 2026, with reports due by March 1, 2027.

Compliance Status

- **Incident notification compliance:** Generally compliant. All reportable incidents during the period were submitted with required notifications and documentation.
- **Root Cause Analysis (RCA) submissions:** Two received and loaded to Public Information Bank.
- **Emergency Response Plan submissions:** One submitted.

Enforcement Actions

No formal enforcement actions were initiated against any High-Hazard Facility during the reporting period. Total fines levied: \$0. The Department's approach during this initial implementation period has been oriented toward compliance assistance and facility education. As the program matures, the Department will shift toward a more formal compliance monitoring posture.

9

PUBLIC INFORMATION BANK

The ordinance emphasizes transparency and public access to information regarding industrial safety incidents and regulatory activities. The City's Public Information Bank (PIB) Hazardous Materials website serves as the primary vehicle for fulfilling this obligation.

During the reporting period (calendar year 2025), all incident notification reports and investigation documentation received from High-Hazard Facilities were uploaded to the PIB in a timely manner. The following summarizes updates made to the PIB during the reporting period:

- **Links page:** 4 new links added
- **Notifications page:** 10 posts added
- **Incidents page:** 7 documents uploaded for 2 incidents (72-hour reports, investigation reports, etc.)
- **Documents page:** 6 documents added
- **New "Resources for Facilities" page:** Added with links to ISO reference material, fee schedules, and the guidance document
- **Public access or usage data:** Unavailable at this time. Currently working with the City IT department to enable capturing this data for next year's report.
- **Planned improvements:** Staff anticipate a more comprehensive revamp of the PIB interface in the coming year to improve navigation and accessibility for community members.

10 INDUSTRIAL SAFETY CITIZEN OVERSIGHT COMMISSION

As part of implementation of Chapter 8.55, the City established the Industrial Safety Citizen Oversight Commission pursuant to BMC Chapter 2.112. The Commission's duties include facilitating public access to industrial health and safety information, assisting in development and oversight of the Air Quality Monitoring Program (AQMP), supporting industrial safety community notification protocols, and providing recommendations to the City Council regarding the administration and enforcement of Chapter 8.55.

Commission Formation Timeline

- **Applications opened:** April 7, 2025
- **Applications closed:** May 12, 2025
- **Interviews conducted:** May 15-19, 2025
- **Commissioners appointed by City Council:** July 1, 2025

Following appointment, all Commissioners completed required onboarding including Ethics Training, Brown Act Training, and orientation to the Industrial Health and Safety Ordinance and Commission responsibilities.

Commission Meetings

September 17, 2025 | Inaugural Meeting

- Adoption of 2025/2026 meeting calendar
- Review and discussion of open government requirements and training
- Review and adoption of the Commission's Rules of Procedure
- Election of Chair, Vice Chair, and Secretary
- Staff presentation on Commission roles, responsibilities, and next steps

December 17, 2025 | Regular Meeting

- Presentation from Vice Chair Anderson on the current status of air quality monitoring and public access to air monitoring data in Benicia
- Verbal report from Commissioner Nelson on community warning systems and lessons from Contra Costa County
- Discussion on public education and outreach priorities
- Staff update on ISO program notices to High-Hazard Facilities and fee status

March 18, 2026 | Regular Meeting

- Presentation from Bay Area Air District on the Local Community Benefits Fund and funding opportunities

- Presentation from City staff regarding a BAAQMD grant application
- Presentation on the Contra Costa Community Awareness and Emergency Response (CAER) system
- Update from the Commission's Ad-Hoc Committee on Air Quality Monitoring
- Discussion of Air Quality Monitoring Program, industrial safety notification system upgrades, public education efforts, and recent refinery-related activities

April 15, 2026 | Special Meeting

- Presentation from the Benicia Community Air Monitoring Program (BCAMP) on community-based air monitoring efforts

Summary of Commission Progress

In its initial months, the Commission has established its governance structure and operating procedures, completed required training and onboarding, engaged with regional partners and subject matter experts, and initiated substantive discussions on air monitoring, public notification systems, and community outreach. Additionally, the Commission has been assigned the role of providing a public engagement forum for entities seeking to apply for air quality grants through the Bay Area Air Quality Management District, ensuring that community input is incorporated into the grant development process. The Commission is expected to provide ongoing input and formal recommendations as the program matures.

11

PROGRAM EFFECTIVENESS AND OUTLOOK

Achievements of the First Implementation Period

- Established a formal local regulatory framework for High-Hazard Facilities where none previously existed
- Improved coordination between the City, regulated facilities, and regional air quality agencies
- Enhanced public transparency through consistent use of the Public Information Bank for incident documentation
- Provided clearer and more consistent expectations for incident notification, reporting, and follow-up
- Created a community oversight structure through the Commission, with regular public meetings now underway
- Supported preparedness and emergency response planning through integrated incident management

Areas for Continued Monitoring and Development

- Continued outreach and coordination with the Solano County CUPA to strengthen working relationships and align program expectations.

- Development of standardized community notification thresholds. The Department and the Commission are working to develop and standardize thresholds for triggering various levels of community notification based on air monitoring readings. This work is intended to be tied to expanded community air monitoring and will be a key deliverable as the Air Quality Monitoring Program matures.
- Development and funding of the Air Quality Monitoring Program (AQMP). The ordinance specifically provides that the costs of developing and operating the AQMP are not to be funded through fees assessed on regulated facilities. To advance this work, the City and the Benicia Community Air Monitoring Program (BCAMP) nonprofit organization have partnered and jointly applied for grant funding through the Bay Area Air Quality Management District (BAAQMD) to support completion of the program. Staff will report on the status of that application and next steps for AQMP development as the program progresses.
- The anticipated closure of the Valero Benicia Refinery will have significant implications for the ISO program in the near future. As the City's only Group 4 facility, Valero has represented the largest single regulated entity under the ordinance and the primary driver of program activity, including incident response, reporting, and training. Current plans call for the site to transition to a fuel terminal operation, which is expected to maintain a Group 4 classification and continue as a regulated facility under the ordinance. However, the active refinery closure and decommissioning process introduces new and evolving hazard considerations that will require ongoing monitoring during the transition. Longer term, if the site's hazardous material inventory is reduced below Group 4 thresholds, the program's scope and fee structure would be subject to revision. Staff will track these developments and return to Council with updates as the situation warrants.

12 RECOMMENDED MODIFICATIONS TO CHAPTER 8.55

Based on the first year of implementation, staff is recommending two ordinance amendments: one to BMC Section 8.55.090, Annual Industrial Health and Safety Report, and one to BMC Section 8.55.220, Fees. The proposed amendments to BMC Section 8.55.090 would clarify the annual reporting period (calendar year) and submission deadline (March 1) for facility-submitted Annual Industrial Health and Safety Reports. The current ordinance does not specify calendar versus fiscal year, which created ambiguity during the first implementation period. The report shall include all items specified in Section 8.55.090(B)(1) through (4). This amendment would align facility reporting with a standard calendar year, establish a predictable annual deadline, and ensure consistency between what facilities report and what the Department summarizes in its own annual performance review under Section 8.55.250. The proposed amendment to BMC Section 8.55.220 would incorporate fee administration requirements previously adopted by City Council Resolution No. 25-132, including the July 1 fee due date. Incorporating these provisions into the Ordinance improves clarity and consistency.

For more information contact: Josh Chadwick, Fire Chief | Benicia Fire Department | 707-746-4275 | jchadwick@ci.benicia.ca.us

8.55.090 Annual industrial health and safety report.

A. ~~Effective July 1, 2025, and annually thereafter, e~~Each high-hazard facility subject to this chapter shall submit an annual industrial health and safety report to the department by March 1 of each year.

B. The annual industrial health and safety report shall include the following items:

1. Summaries of any and all incident investigation reports submitted by the high-hazard facility in the preceding calendar year per BMC 8.55.120, if applicable;
2. A summary and description of all incidents experienced by the high-hazard facility in the preceding calendar year;
3. The prior calendar year's emergency response training curriculum provided to the department as required by BMC 8.55.140; and
4. Copies of reports submitted to the CUPA in the prior calendar year pursuant to the CalARP or HMBP Programs.

C. Any outstanding fees and uncontested monetary penalties and response costs due under this chapter shall be payable concurrently with the annual industrial health and safety report.

D. High-hazard facilities may review and redact protected information from the annual health and safety report as necessary prior to submission to the city, per BMC 8.55.180. (Ord. 25-04 § 1).

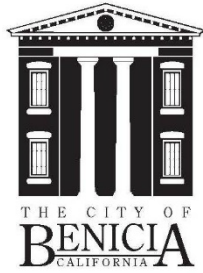
8.55.220 Fees.

A. The city may, upon a majority vote of the city council and in accordance with the provisions of this code, adopt a schedule of fees to be collected from high-hazard facilities to implement the requirements of this chapter, except for the requirements of the air quality monitoring program at BMC 8.55.170.

B. Any fee schedule adopted pursuant to this section shall be set in an amount sufficient to pay only those costs of the city reasonably necessary to carry out the requirements of this chapter, except that no fees shall be assessed to fund the air quality monitoring program at BMC 8.55.170.

C. No fees shall be collected for any activities which are required of and charged by the CUPA under the CalARP or HMBP Program. (Ord. 25-04 § 1).

D. Fees shall be paid annually to the City by July 1 of each year. Provided, however, if a high-hazard facility becomes subject to the requirements of the ISO this Chapter after July 1 of any year: (1) the ISO Fee shall be paid within one hundred twenty (120) calendar days of becoming subject to the ISO; and (2) the amount of the ISO Fee shall be prorated based on the portion of the year between the date the high-hazard facility is subject to the ISO and the next June 30.



**AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 23, 2026
BUSINESS ITEM**

TO : City Council

FROM : City Manager

SUBJECT : **AWARD OF CONSTRUCTION CONTRACT, APPROVAL OF AGREEMENT AMENDMENTS AND TASK ORDER, AUTHORIZE A RELEASE OF RESERVE COMMITMENT FOR CAPITAL AND MAINTENANCE PROJECTS DESIGNATION, APPROVE NECESSARY BUDGET AMENDMENTS, AND APPROVE A NOTICE OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR THE BENICIA MARINA BREAKWATER REPAIRS PROJECT**

EXECUTIVE SUMMARY:

The Benicia Marina Breakwater Repairs Project (Project) consists of structural repairs to the Benicia Marina Breakwater. A contractor has been selected to perform the designed repair plan through a public bidding process. Construction management services and continued design support services are also needed during construction. Selection of the construction management and design consultants was made through a process that followed the City's procurement rules for these services. The purpose of the Project is to maintain serviceability of the structure and extend the structure's useful life.

RECOMMENDATION:

Adopt a resolution (Attachment 1) accepting the bids for the Benicia Marina Breakwater Repairs Project, awarding the construction contract including Bid Alternate 1 to Power Engineering Construction Company of Alameda, CA in the amount of \$3,082,518.00 (Attachment 2), authorizing the Project Manager to sign Contract Change Orders up to the 15% Contingency, approving an amendment (Attachment 3) to agreement (Attachment 4) with GFT Infrastructure, Inc., in the amount of \$78,800, approving a third amendment (Attachment 5) to the Master Professional agreement with UNICO Engineering (Attachment 6) for Task Order No. 3 (Attachment 7) in the amount of \$540,183.38, authorizing the City Manager or Administrative Services Director to sign the contracts on behalf of the City, authorizing the release of \$3,313,880 from the Commitment for Capital / Maintenance Projects (4/5 vote required, or a majority if not all five Council members are present), approving the necessary budget amendments, and approving a Notice of Exemption (NOE) (Attachment 8) under the California Environmental Quality Act (CEQA) Guidelines.

BUDGET INFORMATION:

The total project cost is \$4,483,879.08. The construction cost is \$3,544,895.70, which includes construction and 15% construction contingency. The additional engineering cost is \$78,800 and an amendment to increase the contract by \$78,800 with GFT is required. Overall, the city has spent \$320,000 on engineering costs. The construction management cost is \$540,183.38 and will be completed by Unico Engineering under Task Order #3.

Engineering costs of the project were partially budgeted in FY27 totaling \$200,000 due to unknown timing of bidding activities during budget development. Therefore, the remaining overall budget amendment needed to increase expense appropriations is \$3,963,880 and will be funded by \$650,000 from fund balance in the Marina Fund (Fund 780) and \$3,313,880 from the release of the Commitment for Capital / Maintenance Projects, which will increase transfers out from the General Fund and increase transfers in and expenditures in the Marina Fund.

BACKGROUND:

The Benicia Marina Breakwater consists of two steel sheet pile walls that extend from the shoreline into the deeper waters of the Carquinez Strait. Together, these structures protect the marina entrance channel from excessive sediment deposition and help maintain navigable access to the marina. The breakwater was constructed in 1977-1978 in preparation for the dredging of the Benicia Marina.

The breakwater works in conjunction with the City's regular dredging program. While periodic dredging is necessary to remove accumulated sediment from the entrance channel, the breakwater drastically reduces the rate of sedimentation and helps keep dredging requirements manageable. Without a functioning breakwater system, sediment accumulation within the channel would increase significantly to the point of becoming unmanageable.

In 2021, Prairie Engineers completed a comprehensive condition assessment of the Benicia Marina Breakwater. The assessment included above-water and underwater inspections of the sheet pile walls, concrete support structures, timber dolphins, and associated infrastructure. The overall conclusion of the assessment was that while the breakwater remains functional, several components are in poor, serious, or critical condition and require substantial repair.

Following completion of the condition assessment, the City retained GFT Inc. (formerly TranSystems) in 2021 to prepare repair plans and specifications and to secure the environmental permits and regulatory approvals necessary to perform the repair work.

The repair scope includes the following:

- Replacement of the northwest section of the breakwater wall.
- Replacement of the steel door at the tidal gate and cleaning/epoxy-coat of tide gate frame.

- Repair and replacement of select vertical and battered concrete piles, sheet pile walls, and timber dolphin piles.
- Repair of steel channel and concrete pile caps, replacement of portions of steel wale and associated hardware.
- Replacement of signage.

The project was advertised for construction bids in May 2026, and on June 4, 2026, a total of five responsive bids were received for the Project with the results summarized in the table below:

Bid Results:

RANK	BIDDER'S NAME AND ADDRESS	Total BID
1	Power Engineering Construction Co.	\$3,082,518
2	CS Marine Constructors, Inc.	\$3,398,996
3	Manson Construction Co.	\$4,404,000
4	The Dutra Group	\$4,482,240
5	California Engineering Contractors, Inc.	\$4,727,950

The bids are based on the quantities estimated by the City Engineer. The final contract amount may be adjusted once final material quantities are determined upon completion of work.

In accordance with the contract specifications, the construction contract must be awarded to the bidder submitting the lowest responsive responsible total base bid, which is Power Engineering Construction Company. A bid alternate was included in the Notice Inviting Bids to provide the City with the option of a different tidal gate material. The alternate is a no-cost substitution.

Staff recommends that the construction contract be awarded to Power Engineering Construction Company in the amount of \$3,082,518.00 and include the bid alternate in the project.

An amendment to the contract with GFT is needed for design support and engineering during construction. This amendment would be in the amount of \$78,800.

The City has a Master Professional Engineering Services Agreement (Agreement) with Unico Engineering, Inc. (Unico) for on-call construction management and inspection services for engineering projects. A third amendment to the agreement is necessary to increase the limits from \$800,000 to \$1,500,000 and Task Order No. 3 is necessary to provide construction management services during construction.

CEQA Exemption

Article 19 of the State CEQA Guidelines includes, as required by Public Resources Code Section 21084, a list of classes of projects that have been determined not to have

a significant effect on the environment and, as a result, are exempt from review under CEQA. This Project demonstrates that the proposed Project qualifies for a Categorical Exemption as an existing public structure, consistent with the provisions of State CEQA Guidelines Sections 15301 and provides information for the City as the Lead Agency regarding a finding that the proposed Project is exempt under CEQA.

NEXT STEPS:

Staff recommends awarding this contract to Power Engineering Construction Company. Several materials for this project have long lead times, thus it is difficult to estimate a potential start date of construction at this time. After construction begins, it is scheduled to be completed in approximately 90 working days.

ALTERNATIVE ACTIONS:

Council could choose not to award this contract, and the project would not proceed.

CEQA Analysis	This project is categorically exempt from the California Environmental Quality Act (CEQA) per Section 15301, which exempts the operation, repair, maintenance, permitting, licensing, or minor alteration of existing facilities involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The City has determined that the proposed changes constitute a repair.
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ATTACHMENTS:

1. Resolution – Award of Construction Contract for Benicia Marina Breakwater Repairs
2. Construction Agreement – Power Engineering Construction Company
3. Amendment to Agreement – GFT Infrastructure, Inc.
4. Original Agreement – GFT Infrastructure, Inc.
5. Third Amendment to Master Professional Agreement – Unico Engineering, Inc.
6. Original Master Professional Agreement and First and Second Amendments – Unico Engineering, Inc.
7. Task Order No. 3 – Unico Engineering, Inc.
8. Notice of Exemption – Benicia Marina Breakwater Repairs

For more information contact: Danielle Martinez, Public Works Director
Phone: 707-746-4240
E-mail: PW@ci.benicia.ca.us

RESOLUTION NO. 26-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA ACCEPTING THE BIDS FOR THE MARINA BREAKWATER REPAIRS PROJECT, AWARDING THE CONSTRUCTION CONTRACT, INCLUDING BID ALTERNATE 1, TO POWER ENGINEERING CONSTRUCTION COMPANY OF ALAMEDA, CA AUTHORIZING THE PROJECT MANAGER TO SIGN CONTRACT CHANGE ORDERS UP TO THE 15% CONTINGENCY, APPROVAL OF AGREEMENT AMENDMENTS AND TASK ORDER NO. 3, AUTHORIZE A RELEASE OF RESERVE COMMITMENT FOR CAPITAL AND MAINTENANCE PROJECTS DESIGNATION, APPROVE NECESSARY BUDGET AMENDMENTS, AND APPROVE A NOTICE OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR THE MARINA BREAKWATER REPAIRS PROJECT AND AUTHORIZING THE CITY MANAGER OR ADMINISTRATIVE SERVICES DIRECTOR TO SIGN THE CONSTRUCTION CONTRACT AND AGREEMENT AMENDMENTS ON BEHALF OF THE CITY

WHEREAS, the Benicia Marina Breakwater Repair Project includes structural repairs to the Benicia Marina Breakwater at the main entrance channel; and

WHEREAS, on May 5, 2026, the Public Works Department made the construction plans and specifications for the Marina Breakwater Repairs Project available for public bidding and advertised for construction bids and five sealed bids were properly received and opened on June 4, 2026; and

Bid Results:

RANK	BIDDER'S NAME AND ADDRESS	Total BID
1	Power Engineering Construction Co.	\$3,082,518
2	CS Marine Constructors, Inc.	\$3,398,996
3	Manson Construction Co.	\$4,404,000
4	The Dutra Group	\$4,482,240
5	California Engineering Contractors, Inc.	\$4,727,950

WHEREAS, Power Engineering Construction Company of Alameda, CA, was the lowest, responsive, responsible bidder; and

WHEREAS, the total construction contract authority is \$3,544,895.70, which includes the base bid amount of \$3,082,518.00, and 15% construction contingency of \$462,377.70; and

WHEREAS, approval of an amendment to the master professional agreement with Unico Engineering, Inc. and Task Order No. 3 is needed for construction management services through construction in the amount of \$540,183.38; and

WHEREAS, approval of an amendment with GFT Infrastructure, Inc. is needed for design support services through construction in the amount of \$78,800.00; and

WHEREAS, engineering costs for the project were partially budgeted in FY27 totaling \$200,000.00 due to unknown timing of bidding activities during budget development, and budget amendments are requested to increase appropriations costs totaling \$3,963,880.00; and

WHEREAS, the recommended budget amendments would increase expense appropriations for construction, construction management, and remaining engineering and design costs in the Marina Fund (780) totaling \$3,963,880.00 funded in part by \$650,000.00 in fund balance and by a transfer of \$3,313,880.00 related to the release of the Commitment for Capital/Maintenance Projects, thereby increasing the related transfer out budget in the General Fund and transfer in budget in the Marina Fund by matching amount; and

WHEREAS, a release of the of the Commitment for Capital/Maintenance Projects requires a 4/5th vote (majority if all five councilmembers are not present); and

WHEREAS, this project is categorically exempt under CEQA pursuant to Section 15301 of the CEQA guidelines.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia hereby approves the construction plans and specifications and accepts the bids and awards the construction contract in the amount of \$3,082,518.00 to Power Engineering Construction Company of Alameda, CA; approves the amendment to the Master Professional Agreement and Task Order No. 3 with Unico Engineering, Inc.; approves the amendment to agreement with GFT Infrastructure, Inc. for design support services for the Benicia Marina Breakwater Repairs Project; authorizes the City Manager or Administrative Services Director to sign the contracts on behalf of the City; and authorizes the Project Manager to sign the contract change orders up to the construction contingency amount of 15%.

BE IT FURTHER RESOLVED that the City Council of the City of Benicia does hereby approve a notice of Exemption (NOE) under the California Environmental Quality Act (CEQA) Guidelines.

BE IT FURTHER RESOLVED that the City Council of the City of Benicia does hereby authorize the release of the reserve commitment for Capital/Maintenance Projects in the amount of \$3,313,880.00 in fiscal year 2026/27 and authorizes the Administrative Services Director to make the related budget amendments to the General Fund and Marina Fund.

On motion of Council Member _____, seconded by Council Member _____, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 23rd day of June 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

DOCUMENT 00 5200

AGREEMENT

THIS AGREEMENT, dated this **23rd day of June, 2026**, by and between **Power Engineering Construction Company** whose place of business is located at **1501 Viking Street, Suite 200 (Contractor)**, and **CITY OF BENICIA**, a political subdivision of the State of California (**Owner**), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, Owner, by its Resolution No. **[Insert Number]** adopted on the **23rd day of June, 2026** awarded to Contractor the following Contract:

**BENICIA MARINA BREAKWATER REPAIRS
AT CITY OF BENICIA**

CITY PROJECT NUMBER 23-14

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and Owner agree as follows:

ARTICLE 1 SCOPE OF WORK OF THE CONTRACT

1.01 Work of the Contract

- A. Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents (**Work**).

1.02 Price for Completion of the Work

- A. Owner shall pay Contractor **three million eighty-two thousand five hundred eighteen dollars and zero cents (\$3,082,518.00)** for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto.
- B. The Contract Sum includes all allowances (if any).
- C. The Contract Sum is all inclusive and includes all Work; all federal, state, and local taxes on materials and equipment, and labor furnished by Contractor, its subcontractors, subconsultants, architects, engineers, and" vendors or otherwise arising out of Contractor's performance of the Work, including any increases in any such taxes during the term of this Agreement; and any duties, fees, and royalties imposed with respect to any materials and equipment, labor or services. The taxes covered hereby include (but are not limited' to) occupational, sales, use, excise, unemployment, FICA, and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Work, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities.

COMMENCEMENT AND COMPLETION OF WORK

1.03 Contract Payment – Retention

- A. All payments made pursuant to the terms of this Agreement and Contract Documents shall be subject to a withhold of 5% retention per Public Contract Code Section 7201. Payment of the retention will be paid after the work is completed, City Council has accepted the Project as complete, and the Notice of Completion has been filed with the Solano County Recorder's Office.

1.04 Commencement of Work

- A. Contractor shall commence Work on the date established in the Notice to Proceed

- B. Owner reserves the right to modify or alter the Commencement Date.

1.05 Completion of Work

- A. Contractor shall achieve Final Completion of the entire Work within **80** Working Days from the Commencement Date

ARTICLE 2 PROJECT REPRESENTATIVES

2.01 Owner's Project Manager

- A. Owner has designated **Derek Linsley, Senior Civil Engineer**, as its Project Manager to act as Owner's Representative in all matters relating to the Contract Documents. If Project Manager is an employee of Owner, Project Manager is the beneficiary of all Contractor obligations to Owner including, without limitation, all releases and indemnities.
- B. Project Manager shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of Owner, to accept work, and to make decisions or actions binding on Owner, and shall have sole signature authority on behalf of Owner.
- C. Owner may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager, or other Owner Representative.

2.02 Contractor's Project Manager and Other Key Personnel

- A. Contractor has designated **TBD** as its Project Manager to act as Contractor's Representative in all matters relating to the Contract Documents.
- B. Contractor has designated the following other Key Personnel for the Project:

<u>Name</u>	<u>Position</u>
<u>Jason Kochel</u>	<u>Safety Manager</u>
_____	_____

ARTICLE 3 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

3.01 Liquidated Damage Amounts

- A. As liquidated damages for delay Contractor shall pay Owner five thousand two hundred (\$5,200.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

3.02 Scope of Liquidated Damages

- A. Measures of liquidated damages shall apply cumulatively.
- B. Limitations and stipulations regarding liquidated damages are set forth in Document 00 7200 (General Conditions).

ARTICLE 4 LIQUIDATED DAMAGES FOR UNAUTHORIZED CHANGES OF KEY PERSONNEL

4.01 Liquidated Damage Amounts

- A. No liquidated damages for UNAUTHORIZED CHANGES OF KEY PERSONNEL will be assessed.

ARTICLE 5 CONTRACT DOCUMENTS

5.01 Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

Document 00 5100	Notice of Award
Document 00 5200	Agreement
Document 00 5500	Notice to Proceed
Document 00 6113.13	Construction Performance Bond
Document 00 6113.16	Construction Labor and Material Payment Bond
Document 00 6290	Escrow Agreement for Security Deposits
Document 00 6325	Substitution Request Form
Document 00 6530	Release of Claims
Document 00 6536	Guaranty
Document 00 7200	General Conditions
Document 00 7301	Supplemental General Conditions
Document 00 7316	Supplementary Conditions – Insurance & Indemnification
Document 00 7380	Apprenticeship Program
Document 00 9113	Addenda
Document 00 0115	Drawings and Technical Specifications as listed
Project Manual and Appendices	

5.02 There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 7200 (General Conditions).

ARTICLE 6 MISCELLANEOUS

6.01 Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions) and will have the meaning indicated therein.

6.02 Contractor and Owner understand and agree that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise. Contractor and Owner further understand and agree that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

6.03 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.

6.04 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to Contractor, without further acknowledgment by the parties.

6.05 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 Owner's Facilities Development and Management Division, may be obtained from the California Department of Industrial Relations website [<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>] and are deemed included in the Contract Documents, and shall be made available to any interested party on request. Pursuant to Labor Code Sections 1860 and 1861, in accordance with Labor Code Section 3700, 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 of the Contract Documents.

6.06 This Agreement and the Contract Documents shall be deemed to have been entered into in the City of Benicia, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Solano, California.

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

CITY OF BENICIA:

APPROVED AS TO CONTENT:

By: _____
City Engineer

APPROVED AS TO FORM:

By: _____
City Attorney

APPROVED AS TO ADMINISTRATION:

By: _____
City Manager

CONTRACTOR:

Name: _____

By: _____
(Signature)

Its: _____
Title (If Corporation: Chairman, President
or Vice President)

1099 INFORMATION:

Contractor Taxpayer I.D. No.: _____

Incorporated: ☐ Yes ☐ No

END OF DOCUMENT

FIRST AMENDMENT TO AGREEMENT

This FIRST Amendment of the Agreement, entered into June 23, 2026, by and between the City of Benicia, a municipal corporation (hereinafter "CITY") and GFT (formerly TranSystems), a Corporation, with its primary office located at 2000 Center St., Suite 303, Berkeley, CA 94707, (hereinafter "CONTRACTOR"), is made with reference to the following:

1. Recitals

A. On May 2, 2022, an agreement identified as Contract ID # 26-136 was entered into by and between CITY and CONTRACTOR, ("Agreement"); and

B. CITY and CONTRACTOR desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

2. Amendments

2.1. Term of Agreement

Term of Agreement paragraph of the Agreement is modified to: conclude on June 30, 2027.

2.2. Compensation

Compensation paragraph of the Agreement is modified to: This contract is being increased in the amount of \$78,800, for a new total amount not to exceed \$398,800.

2.3. End of Amendments

Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused the modification of Agreement to be executed on June 23, 2026.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

“GFT (formerly TranSystems)”

By: Mam L. Rull

Its: Sr. Vice President

“City”

By: _____

Its: _____

“City Attorney”

By: _____

Its: City Attorney



GFT
2000 Center Street
Suite 303
Berkeley, CA 94704
Tel 510.835.2761

www.gftinc.com

June 10, 2026

Derek Linsley, P.E., Senior Civil Engineer
Neil Leary, P.E., Deputy Public Works Director/City Engineer
City of Benicia
250 East L Street
Benicia, CA 94510

RE: Benicia Marina Breakwater Construction Administration Proposal Amendment

Dear Derek and Neil,

GFT is pleased to submit this proposal to provide professional consulting services for Construction Administration for the City of Benicia on the Benicia Marina Breakwater repair project (the project). The project was fully designed and put on hold in the summer of 2022. When the project was restarted in 2025, the City reallocated the remaining project budget from the original contract towards updating the design and going through the bid phase. This was documented in a scope swap email dated January 8, 2026. This proposal addresses the remaining effort needed to go through construction and also includes additional effort expended for updating the expired project permits.

This letter details the services GFT proposes to perform in connection with the Project, the pricing at which GFT proposes to perform these services and the assumptions upon which GFT has based this proposal. If the proposal outlined in this letter is acceptable, GFT would request that you indicate your acceptance of this proposal by providing an amendment to our existing City Agreement for a contract between GFT and the City.

PROJECT DESCRIPTION

The design and permitting of the Benicia Breakwater Structure Repairs at the Benicia Marina were completed in May of 2022. The City has been working with GFT to refresh the construction documents, check and update the expired permits, and getting the project through the bid phase. In order to get this project through construction, GFT proposes to perform the following services described below:

SCOPE OF SERVICES

Task 3b – Permitting 2026 Updates

Due to the timing of the actual project bid date, the previously obtained permits required extensions. GFT worked with each agency that issued permits and approvals to obtain extensions and/or notify them of the status of the project and related permits including the following:

- US Army Corps of Engineers (USACE) Reverification process
- BCDC notification of USACE status and confirmation of permit status
- California Waterboards notification of USACE status and confirmation of permit status

Task 4b – Bidding Support – 2026 Additional Effort

The bidding process required additional effort beyond the previously allocated budget.

Task 5b – Construction Support – 2026 Adjustments

GFT has allocated additional fees for construction support as follows:

- Restore the original construction support budget
- Cover rate increases since our 2022 contract
- Increase our anticipated effort based on a two in-water window season construction period versus the previously anticipated one-season period

Project Assumptions:

1. Project assumptions from our 2022 proposal apply.
2. The project is assumed to be completed no later than the 2027 calendar year.
3. No additional permit extensions or renewals are required aside from the ones indicated in Task 3b above.

FEE ESTIMATE:

The original contract for Tasks 1-5 and Reimbursables was for \$320,000. The table below provides the breakdown of the original fee, the January 2026 net-zero dollar scope swap and the proposed fee for this proposal amendment.

Task	Original Fee	January 2026 Scope Swap (Task #a)	Subtotal Original and Scope Swap	This Proposal (Task #b)	Subtotal Original plus Scope Swap plus Proposal
1 - Geotechnical Engineering Analysis	\$ 105,000	\$ -	\$ 105,000	\$ -	\$ 105,000
2 - Construction Documents	\$ 136,400	\$ 19,400	\$ 155,800	\$ -	\$ 155,800
3 - Permitting	\$ 33,800	\$ -	\$ 33,800	<i>\$6,100</i>	\$ 39,900
4 - Bidding Support	\$ 8,900	\$ 1,900	\$ 10,800	<i>\$17,500</i>	\$ 28,300
5 - Construction Administration	\$ 30,900	\$ (21,800)	\$ 9,100	<i>\$54,200</i>	\$ 63,300
Reimbursables	\$ 5,000	\$ 500	\$ 5,500	<i>\$1,000</i>	\$ 6,500
Total	\$ 320,000	\$ 0	\$ 320,000	\$ 78,800	\$ 398,800

It is our understanding that the City has two ways to move forward with this project as follows:

Option A: Assuming the City will move forward with the construction of this project, our proposed amendment fee to support the project through the end of construction is **\$78,800 for Tasks 3b, 4b, 5b and Reimbursables.**

Option B: The City indicated that there is a possibility that the project does not go to construction at this time. In the event that the City does not move forward with construction, the proposed amendment fee is **\$14,500** which are the number in *italics* and include:

$$\begin{aligned}
 & \text{(Task 3b) + (Task 4b) - (current remaining Task 5)} \\
 & (\$6,100) + (\$17,500) - (\$9,100) = \$14,500
 \end{aligned}$$



We will provide the services indicated herein as directed by the City on a time and materials basis. If additional effort beyond this estimate is requested by the City, we will negotiate additional fees with the City as needed. We look forward to working with the City to bring this project to a successful completion. Thank you for this opportunity.

Respectfully,
GFT Inc.

A handwritten signature in blue ink, appearing to read "Rosa Chen".

Rosa Chen, P.E.
Project Manager
rchen@gtfinc.com
510-612-2282

A handwritten signature in blue ink, appearing to read "Kirsten M. Clayward".

Kirsten Clayward, GISP
Deputy Project Manager
kmclayward@gtfinc.com
925-813-0217

A handwritten signature in blue ink, appearing to read "Marian L. Rule".

Marian Rule, P.E.
Principal-in-Charge
mlrule@gtfinc.com
510-612-1805



CITY OF BENICIA

250 EAST L STREET
BENICIA, CA 94510
(707) 746-4220 FAX (707) 747-8115

P.O. #

Show this number on all invoices,
cartons, packing slips and
correspondence

PURCHASE ORDER

Vendor

Name TranSystems
Address 2000 Center Street suite 303
City Berkeley St Ca. ZIP 94704
Phone
Vendor # 4679 Bus Lic # 3112698
Tax ID #
Sales Rep
Phone

Ship To

Name CITY OF BENICIA - PCS
Address 250 EAST L STREET
City BENICIA St CA ZIP 94510
Phone 707.746.4287

Qty	Units	Description	Unit Price	TOTAL
1		Benicia Marina Break Water design repair and permitting	\$320,000.00	

RECEIVED
JUN 15 2022
CITY OF BENICIA
FINANCE DEPT.

NOTES:

SubTotal	
Shipping & Handling	
Sales Tax	
TOTAL	\$320,000.00

Approval

SIGNATURES REQUIRED

Requisitioner:

Dept. Head:

Finance:

[Signature]
[Signature]
[Signature]
City Manager

1/14/22
DATE

6/15/22
DATE

Three (3) copies must be
provided to the Finance
Department along with
required supporting
documentation

GL Distribution

Account #	780-2900-7402	Amount: \$	320,000.00
Account #		Amount:	
Account #		Amount:	
Account #		Amount:	
Account #		Amount:	

Does Total = GL
Distribution?

YES

Must be "YES"

CONFIDENTIAL

CONFIDENTIAL

CONFIDENTIAL

CONFIDENTIAL

Contract No. 22-052

FORM OF PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** is made and entered into by and between the **City of Benicia ("Owner")** and **TranSystems ("Consultant")**, whose address is 2000 Center Street, Suite 303, Berkeley, CA 94704, on May 2, 2022.

Introduction

WHEREAS, the Owner has a need for **ENGINEERING SERVICES** relating to the City's **Benicia Marina Breakwater Repair Project**, and

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 **Services:** Consultant shall furnish to the Owner upon execution of this Agreement or receipt of the Owner's written authorization to proceed, those services and work set forth in **Appendix A (Scope of Services and Work)** which is attached hereto and, by this reference, made a part hereof.

1.2 **Ownership of Records:** Documents and drawings shall consist of all documents, original and reproducible tracings, plans and specifications, calculations, sketches, electronic data, and renderings prepared by or under the direction and control of Consultant ("**A-E Documents**"). These A-E Documents and copyright shall be the property of the Owner. Consultant may retain copies of A-E Documents for its records. Owner agrees to indemnify, defend and hold Consultant harmless from and against any claims, costs, losses and damages resulting from the Owner's misuse of such documents.

1.3 **Schedule:** Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with the provisions of **Appendix A (Scope of Services and Work)** including Paragraph 2 of Appendix A (Schedule of Services and Work and Scheduling); and with the Master Schedule set forth in **Appendix B (Schedule)**.

1.4 **Laws:** Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state, Owner and local laws, ordinances, regulations and resolutions. Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement.

1.5 **Subconsultants:** If the Consultant deems it appropriate to employ or retain a subconsultant or subconsultants in connection with the performance of the services under this Agreement, the Consultant will so advise the Owner and seek the Owner's prior approval of such employment or engagement.

2. Compensation

2.1 **Total Compensation:** City shall pay Consultant compensation according to the process established in **Appendix C (Payments to Consultant)**, not to exceed **\$320,000**. Payment shall be as specified in section 2.3, Monthly statements.

2.2 **Additional Compensation:** Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from Owner any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 **Monthly Statements:** Consultant shall provide the Owner with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the Owner shall pay within 30 days of the date each invoice is approved by the Owner. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs.

2.4 **Tax Withholds:** Owner will not withhold any Federal or State income taxes or Social Security tax from any payments made by Owner to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. Owner has no responsibility or liability for payment of Consultant's taxes or assessments.

2.5 **Employee Wages; Records; Apprentices:** Consultant shall pay prevailing wages to its employees on any agreement 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 Agreement, as determined by the Director of the State of California Department of Industrial Relations, are on file at the County's Capital Projects Office and may be obtained from the California Department of Industrial Relations website [<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>]. Consultant 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. Consultant and all subconsultants 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. Consultant shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Agreement. If the Agreement exceeds \$2,000 and is funded with federal funds, then Consultant shall pay federal Davis Bacon wages and comply with applicable federal requirements.

3. Term

3.1 **The Term:** The term of this Agreement shall be from the date of this Agreement until completion of the agreed upon services unless sooner terminated as provided below.

3.1.1 Notice to Proceed: Consultant shall not commence services or work until a Notice to Proceed is issued by the Owner.

3.2 Default: Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 Termination by Owner: Owner may terminate this agreement without cause upon 15 days prior written notice to Consultant. Termination of this Agreement shall not affect the Owner's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant, subject to any applicable setoffs.

3.4 Termination Upon Insolvency of Consultant: At the option of the Owner, the Owner may terminate this Agreement upon the occurrence of (a) bankruptcy or insolvency of Consultant, or (b) sale of Consultant's business.

4. Representatives.

Each party shall designate a representative, authorized to act on the party's behalf with respect to this Agreement. Consultant hereby designates Rosa Chen as the Consultant's Project Manager. Owner hereby designates Rick Knight as the Owner's Project Manager. The parties or such authorized representatives shall render required decisions promptly, to avoid unreasonable delay in the progress of Consultant's services or the Project. Each party may delegate all or some of its representative's role and function to another representative or representatives.

5. Required Licenses, Certificates and Permits.

Any licenses, certificates or permits required by the federal, state, Owner or municipal governments for Consultant to provide the services and work described in **Appendix A (Scope of Services and Work)**, must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the Owner.

6. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. Consultant - not the Owner - has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

7. Insurance

Consultant's Duty to Show Proof of Insurance. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services and work hereunder by the Consultant, its agents, representatives, or employees.

7.1 Coverage shall be at least as broad as:

7.1.1 **Commercial General Liability (CGL)** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project / location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

☒ **Automobile Liability** If the Consultant or the Consultant's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the services or work under the Agreement Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$2,000,000 per accident for bodily injury and property damage.

☒ **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if Consultant provides written verification it has no employees.)

☒ **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains broader coverage and / or higher limits than the minimums shown above, the Owner requires and shall be entitled to the broader coverage and / or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

Application of Excess Liability Coverage Consultants may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance Provisions.

7.2 **Other Insurance Provisions** The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.1 **Additional Insured / Waiver of Subrogation** The City, its City Council members, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of services, work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such services, work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

7.2.2 Primary Coverage For any claims related to this contract, the Consultant's insurance shall be primary for insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Owner, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

7.2.3 Waiver of Subrogation Consultant hereby grants to Owner a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Owner by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Owner has received a waiver of subrogation endorsement from the insurer.

7.2.4 Reporting: Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner or its officers, officials employees, agents or volunteers.

7.2.5 Notice of Cancellation Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Owner.

7.2.6 Self-Insured Retentions Self-insured retentions must be declared to and approved by the Owner. Owner may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Owner.

7.2.7 Acceptability of Insurers Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Owner.

7.2.8 Claims Made Policies If any of the required policies provide coverage on a claims-made basis:

- (a) The retroactive Date must be shown and must be before the date of the contract or the beginning of services or work under this Agreement.
- (b) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement services and work.
- (c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Agreement services and work.

7.2.9 Verification of Coverage Consultant shall furnish the Owner with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the Owner before services or work commences.** However, failure to obtain the required documents prior to the services and work beginning shall not waive the Consultant's obligation to provide them. Owner reserves the right to complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.2.10 Subcontractors Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that Owner is an additional insured on insurance required from subcontractors.

7.2.11 Insurance Limits The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors. Consultant's obligation to defend, indemnify and hold the Owner, its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the PO for Consultant to procure and maintain a policy of insurance.

8. Indemnification

8.1 Indemnification: To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), Consultant shall defend, indemnify, and hold harmless Owner, its officers, directors, officials, agents, employees, and volunteers (collectively, "Indemnitees") from and against any and all claims, suits, expenses, liability, cause of action, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of any person, including an employee of Consultant or its Subconsultants), of every kind, nature, and description, at law or equity, (including without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) (collectively "Liabilities"), that arise out of, pertain to, or relate to any negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed or retained by them, or anyone that they control. Consultant's obligations to indemnify, defend, hold harmless the Indemnitees shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee but shall apply to all other Liabilities.

8.2 Intellectual Property Indemnification: Consultant represents that professional services provided by Consultant pursuant to this Agreement does not infringe on any other copyrighted work or intellectual property owned by others. Consultant shall defend, indemnify and hold harmless the Owner from all Liabilities, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in arising from or relating to Consultant's services provided to the Owner under this Agreement.

8.3 Owner shall include a provision in the construction contract with the general contractor on the Project requiring the general contractor to indemnify Consultant for damages resulting from the negligence of the general contractor and its subcontractors. Owner shall also include a provision in the construction contract with the general contractor on the Project requiring the general contractor to name Consultant as an additional insured on its Comprehensive General Liability insurance coverage. If the Consultant has the opportunity to review the construction contract prior to bidding, the Owner shall have no responsibility for the inadvertent omission of such provisions.

8.4 Consultant shall place in its agreements with Subconsultants and cause its Subconsultants to agree to the indemnification and insurance provisions in this Agreement in favor of the Owner and the Indemnitees in the exact form and substance as those contained in this Agreement.

8.5 Owner acknowledges that the discovery, presence, handling or removal of asbestos products, polychlorinated biphenyl (PCB) or other hazardous substances which may presently exist at the any Project site is outside of Consultant's responsibilities and is not included in the scope of Services Consultant is to perform nor included in Consultant's insurance. Owner shall hire hazardous materials consultants if the Project requires the testing or remediation of hazardous substances. Consultant shall not be responsible or be involved in any way with the discovery, presence, handling or removal of such materials. Consultant shall, however, be responsible for the coordination of Consultant's services and work with the work of the Owner's hazardous materials consultants.

8.6 Duty to Cooperate: Consultant shall notify Owner immediately in writing of any claim or damage related to activities or services performed under this Agreement. Consultant shall cooperate with Owner in the investigation and disposition of all Liabilities arising out of the activities or services under this Agreement. Without limiting the foregoing, Consultant shall take all steps necessary to assist the Owner in the defense of any and all Liabilities brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project. Any additional services or work under this paragraph shall be compensated as Additional Services.

9. Status of Consultant

9.1 Independent Contractor: All acts of Consultant and its board of directors, officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of Owner. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of Owner. Consultant has no authority or responsibility to exercise any rights or power vested in the Owner. It is understood by both Consultant and Owner that this Agreement shall not be construed or considered under any circumstances, to create an employer—employee relationship, partnership, or a joint venture.

9.2 Conduct as Independent Contractor: At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of the Owner.

9.5 Means of Performing Services and Work: Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to the Owner only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to the Owner's control with respect to the physical action or activities of Consultant in fulfilling this Agreement. Consultant has sole control over the manner and means of performing the services and work under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

9.4 Third Person Employment: If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging, or any other term of employment or requirements of law, shall be determined by the Consultant.

9.5 Services and Work for Others: Consultant is permitted to provide services and work to others during the same period service is provided to Owner under this Agreement; provided, however, such services shall not conflict directly or indirectly with the performance of Consultant's obligations under this Agreement.

9.6 W-2 Forms: It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

9.7 Claims By Third Parties: As an independent contractor, Consultant hereby indemnifies and holds Owner harmless from any and all claims that may be made against Owner based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

10. Records and Audit

10.1 Term of Maintenance: Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photo static, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

10.2 Access to Writings: Any authorized representative of the Owner shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, the Owner has the right at all reasonable times to audit, inspect or otherwise evaluate the services and work performed or being performed under this Agreement.

11. Nondiscrimination

During performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation, sexual orientation, or sex. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the Owner's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the personal services of Consultant. Owner has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without Owner's express written consent. Further, Consultant shall

not assign any monies due or to become due under this Agreement without Owner's prior written consent.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or Owner shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To Owner: City of Benicia
Rick Knight
Municipal Project Manager
250 East L Street
Benicia, CA 94510
707-590-3386

To Consultant: TranSystems
Rosa Chen
Project Manager
2000 Center Street, Ste 303
Berkeley, CA 94704
510-835-2761

15. Conflicts

Consultant represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Consultant represents to and agrees with Owner that Consultant has no present, and will have no future conflict of interest between providing the services contemplated under this Agreement to Owner and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity which has any interest adverse or potentially adverse to Owner, as determined in Owner's reasonable judgment.

16. Confidentiality

Any information, whether proprietary or not, made known to or discovered by Consultant during the performance of or in connection with this Agreement for Owner, will be kept confidential and not be disclosed to any other person. Consultant will immediately notify Owner in writing if it is requested to disclose any information made known to or discovered by during the performance of or in connection with this Agreement.

These conflict of interest, confidentiality and future service provisions and limitations shall remain fully effective indefinitely after termination of services and work to Owner hereunder.

17. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or Owner statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

18. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

19. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Solano, State of California.

SIGNATURES ON NEXT PAGE

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

CITY OF BENICIA DocuSigned by: By: <u>Erik Upson</u> 08E9E27095F54BF... Title: <u>City Manager</u>	CONSULTANT By: <u>Maria L. Ruler</u> Title: <u>Principal, Senior Vice President</u>
APPROVED AS TO FORM: DocuSigned by: By: <u>Ben Stock</u> 3294F30F0AD74E3 "City Attorney"	

**APPENDIX A
SCOPE OF SERVICES AND WORK**



TranSystems
2000 Center Street
Suite 303
Berkeley, CA 94704
Tel 510.835.2761

www.transystems.com

February 9, 2022

Rick Knight
Capital Projects Manager
City of Benicia
Parks & Community Services
250 East L Street
Benicia, CA 94510

RE: Benicia Marina Breakwater Final Design and Permitting Proposal

Dear Mr. Knight,

TranSystems is pleased to submit this proposal to provide professional consulting services for the City of Benicia on the above referenced Project. The Project consists of preparing a final design package for the high and medium priority repairs recommended in our Marina Breakwater Condition Assessment dated December 17, 2021.

This letter details the services TranSystems proposes to perform in connection with the Project, the pricing at which TranSystems proposes to perform these services and the assumptions upon which TranSystems has based this proposal. We have provided some options within the geotechnical investigation effort for the City's consideration. If the proposal outlined in this letter is acceptable, TranSystems would request that you indicate your acceptance of this proposal by providing a standard City Agreement for a contract between TranSystems and the City with the selected options.

PROJECT DESCRIPTION

The Benicia Breakwater Structure at the Benicia Marina consists of a wall on each side of the main entrance channel from the Carquinez Strait to the Benicia Marina Basin. The existing breakwater is comprised of East and West sheet piling and steel cap, steel wale, concrete pile caps, concrete batter piles and vertical concrete piles. Based on TranSystems' December 2021 condition assessment, several breakwater components fall under the high and medium priority list of needed repair or replacement. The recommended repair scope includes the following:

- Replacement of the northwest section of the breakwater wall which is noticeably leaning towards the center of the channel.
- Replacement of the steel door at the tidal gate.
- Repair and replacement of select vertical and battered concrete piles, sheet pile walls, and timber dolphin piles.
- Repair of steel channel and concrete pile caps, replace portions of steel wale and associated hardware.

TranSystems proposes to perform the following services to provide construction documents to allow the City to solicit construction bids for this work. TranSystems will also assist with obtaining the necessary permit approvals for in-water work.



Benicia Marina Breakwater
Final Design and Permitting Proposal
February 9, 2022

SCOPE OF SERVICES

In connection with the above referenced Project, TranSystems shall perform the following described Services:

Task 1 – Geotechnical Engineering Analysis

TranSystems has partnered with Haley and Aldrich to provide geotechnical engineering design support on this project. With no available existing geotechnical information or historical exploration borings or pile driving records available for the site area, we offer two options forward:

Option A: Provide site exploration with offshore drilling and sampling using a barge to complete two cone penetration test (CPT) explorations to approximately 90 feet below the mudline or to practical refusal.

Option B: Due to the very high cost of offshore exploration drilling, an alternative is to have no (CPT) explorations and make conservative assumptions based on broad general information of soils in the area. The shoreline is quite variable in depth and composition and proceeding without CPT data will shift the risk of differing/unforeseen conditions to the construction phase.

With either option, a geotechnical engineering design report will be provided with engineering analysis and development of design and construction considerations and recommendations. TranSystems will coordinate the geotechnical effort.

Task 2 – Construction Documents

TranSystems will prepare plans, technical specifications which we will combine with City provided Division 0/Division 1 and General Condition specifications, and estimates of probable construction cost for City review as follows:

- 30% submittal of plans, specification outline, estimate of probable construction cost and structural calculations.
- 90% submittal of plans, specifications, estimate of probable construction cost and structural calculations.
- 100% / Final Bid document submittal of plans specifications, and estimate of probable construction cost.

Task 3 – Permitting

TranSystems Team will provide services to the City to complete the regulatory permitting processes listed in this Scope of Work necessary to obtain the regulatory approvals for the project. The TranSystems team will closely coordinate the project elements and regulatory processes together as the design and permitting move forward.

The TranSystems Team will approach the permitting and design tasks in a phased manner, starting with a permitting and design strategy, initial consultations with the respective regulatory agencies, meeting with the City to establish the project constraints. We will coordinate with the City to vet potential permitting impacts to the design project as early as practical, and make necessary adjustments to maintain the project schedule and budget.

Permit consultation and agency information packages will be prepared during the early design phase to further incorporate requirements into the design process. A final design package will then include the permit requirements to further facilitate agency approvals.



Benicia Marina Breakwater
Final Design and Permitting Proposal
February 9, 2022

PERMITS

Our permitting scope includes the preparation of agency notifications and information packages, as well as, permit applications for following permits/authorizations:

US Army Corps of Engineers (Corps) Section 404 Dredge/Fill Permit – We anticipate that the project will qualify under the Nationwide Permit program (NWP). Under a NWP, a pre-construction notification (PCN) package will be prepared to provide the Corps the project elements for their determination of compliance.

Regional Water Quality Control Board (Water Board) Section 401 Water Quality Certification – Project authorization will be necessary from the Water Board under a federal Clean Water Act Section 401 Water Quality Certification.

California Department of Fish and Wildlife (CDFW) Lakebed Alteration Agreement – The project may require a Lakebed Alteration Agreement under Section 1602 of the California Fish and Game Code (FGC). The notification process is recommended even if the City is uncertain whether the Project may qualify under the FGC requirements listed above.

TranSystems will manage and track permit reviews and processing by respective agencies including:

- a. Follow-up with processing
- b. Timely response to Agency requests for additional information
- c. Authorization/Permit Issuance by agencies

Task 4 – Bidding

If authorized, TranSystems will provide the following Bidding Support Services after the plans and specifications are out to bid:

1. Assume one construction project and one set of bid documents.
2. Attend one pre-bid meeting.
3. Assist City in preparation of addenda as required for distribution by City.
4. Answer questions during the contract negotiation and/or bid period.

Task 5 – Construction Support

If authorized, TranSystems will provide the following suggested and estimated construction engineering support to the City:

1. Attend one preconstruction meeting.
2. Review and respond to contractor submittals.
3. Keep a log of contractor submittals.
4. Attend periodic construction meetings/site visits as directed by the City (assume up to 3 visits).
5. Answer requests for information (RFIs).
6. Assist with preparation of contract change orders as may be required.
7. Coordinate with City staff by telephone and email during the construction period.
8. Walk the project to develop a "punch-list" review of completed items.
9. Prepare Record Drawings for the City's files based on contractor supplied as-built plans.

Project Assumptions:

1. Right-of-entry to the site will be provided.
2. City will allow field work to be performed during normal business hours.



Benicia Marina Breakwater
Final Design and Permitting Proposal
February 9, 2022

3. For Task I Option A:
 - a. Prevailing wage is assumed not be applicable for drilling.
 - b. Standby charges or additional costs for weather delays, tide or current conditions, access or permit issues, ship traffic and any other delays beyond the drillers control are not included in the fee estimate. If experienced the City will be notified so that our agreement can be amended to cover these unforeseen costs.
 - c. In the event of downhole tool loss, the subcontract driller will not be required to recover such lost tooling.
 - d. If subcontract driller experiences costs for repair or replacement of equipment damaged or lost due to adverse site conditions, such charges will be considered as additional costs not included in this proposal.
4. The design scope is focused on structural repairs to the breakwater components per our December 2021 assessment and does not include any work at the marina, soil environmental testing, or dredging.
5. Plan check and permit fees to be paid by the City. If desired, an allowance for permit fees can be set up under reimbursables so that TranSystems can pay upfront and get reimbursed through the City with receipts and at-cost.
6. We are assuming that no separate permits from the City of Benicia are required and that any engineering reviews or plan check will be coordinated by the City's Project Manager.
7. Bidding support and Construction Administration are optional and are excluded as shown in Option B as they would be subject to future determination.

FEE ESTIMATE:

	Option A	Option B
Task 1 – Geotechnical Engineering Analysis	\$105,000	\$ 23,100
Task 2 – Construction Documents	\$136,400	\$136,400
Task 3 – Permitting	\$ 33,800	\$ 33,800
Task 4 – Bidding Support	\$ 8,900	not included
Task 5 – Construction Administration	\$ 30,900	not included
<u>Reimbursables</u>	<u>\$ 5,000</u>	<u>\$ 5,000</u>
Total Estimated Fees	\$320,000 (Tasks 1A-5)	\$198,300 (Tasks 1B-3)

We will provide the services indicated herein as directed by the City on a time and materials basis. If additional effort beyond this estimate is requested by the City, we will negotiate additional fees with the City as needed. We look forward to working with you and the City. Thank you for this opportunity.

Respectfully,
TranSystems Corporation


Rosa Chen, P.E.
Project Manager


Marian Rule, P.E.
Senior Vice President

**APPENDIX B
SCHEDULE**

APPENDIX C PAYMENTS TO CONSULTANT

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated May 2, 2022, by and between TranSystems, hereinafter referred to as "**Consultant**" or and the City of Benicia, hereinafter referred to as "**City**" providing for engineering services.

1. The maximum payment to Consultant under this Agreement for the Project shall be: **\$320,000**
2. METHODS OF PAYMENT FOR CONSULTANT'S SERVICES AND EXPENSES (Hourly with rate schedule, etc.)

Invoice; net 30 payment

RESOLUTION NO. 22- 58

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING
AGREEMENT WITH TRANSYSTEMS, INC. FOR BENICIA MARINA BREAKWATER
REPAIRS IN THE NOT-TO-EXCEED AMOUNT OF \$320,00 AND AUTHORIZING
THE CITY MANAGER TO SIGN THE AGREEMENT**

WHEREAS, in 1980 the Benicia Marina breakwater, an artificial offshore structure protecting the marina basin from water waves, was constructed; and

WHEREAS, in July 2021 the City of Benicia contracted a full conditions assessment of the Benicia Marina breakwater; and

WHEREAS, the conditions assessment identified items as high, medium, and low priority areas for repair; and

WHEREAS, the high priority items are a first step to increasing the longevity of the breakwater; and

WHEREAS, in January 2022 a Request for Proposals (RFP) was sent to vendors that perform design, construction documentation, and permitting work for such projects; and

WHEREAS, in February 2022 the City received four proposals and the City selected TranSystems, Inc. because they submitted the lowest competent response; and

WHEREAS, staff recommends awarding a design consultant agreement with TranSystems, Inc. of Berkeley, California in the not-to-exceed amount of \$320,000.00 for the design, construction documentation and permits for the repairs to the Benicia Marina breakwater; and

WHEREAS, there is sufficient funding in the Marina Fund to meet the estimated total project costs.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby approve the agreement with TranSystems, Inc. and authorizes the City Manager to execute the agreement.

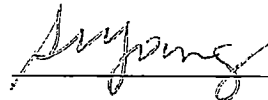
On motion of Council Member **Macenski**, seconded by Council Member **Largaespada**, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 17th day of May 2022 by the following vote:

Ayes: Council Members **Largaespada, Macenski, Strawbridge, and Mayor Young**

Noes: None

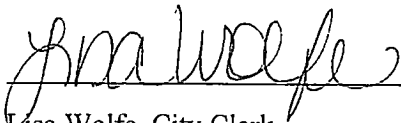
Absent: Vice Mayor **Campbell**

Abstain: None



Steve Young, Mayor

Attest:



Lisa Wolfe, City Clerk

May 23, 2022

Date

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. TranSystems Corporation	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions. 2400 Pershing Road, Suite 400	Requester's name and address (optional)
	6 City, state, and ZIP code Kansas City, MO 64108	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
4	3		-	0	8	3	9	7 2 5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ▶

Julie Morgan

Date ▶ 1/3/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



CERTIFICATE OF LIABILITY INSURANCE

10/1/2022

DATE (MM/DD/YYYY)

5/19/2022

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kctsu@lockton.com		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
INSURED 1079870 TRANSYSTEMS CORPORATION DBA TRANSYSTEMS CORPORATION CONSULTANTS 2000 CENTER STREET, SUITE 303 BERKELEY CA 94704		INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 16535	

COVERAGES

CERTIFICATE NUMBER: 18553656

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ SEVERABILITY ☒ CLAUSE GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	GLO3707153	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPI/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	N	N	BAP3707150	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

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

RE: BENICIA MARINA BREAKWATER REPAIR. THE CITY OF BENICIA, ITS CITY COUNCIL MEMBERS, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

18553656
 CITY OF BENICIA
 RICK KNIGHT
 250 EAST L STREET
 BENICIA CA 94510

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

10/1/2022

DATE (MM/DD/YYYY)

5/19/2022

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

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PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kctsu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED 7979 TRANSYSTEMS CORPORATION DBA TRANSYSTEMS CORPORATION CONSULTANTS 2000 CENTER STREET, SUITE 303 BERKELEY CA 94704	NAIC # 20443

COVERAGES

CERTIFICATE NUMBER: 18553661

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COM/PO/ AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	N	AEH591904307	10/1/2021	10/1/2022	\$1,000,000 EACH CLAIM & IN ANNUAL AGGREGATE FOR ALL PROJECTS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: BENICIA MARINA BREAKWATER REPAIR.

CERTIFICATE HOLDER

CANCELLATION

18553661 CITY OF BENICIA RICK KNIGHT 250 EAST L STREET BENICIA CA 94510	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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Client#: 1890924

TRANSCOR9

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

5/19/2022

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PRODUCER USI Insurance Services, LLC 8000 Norman Center Drive, Suite 400 Bloomington, MN 55437	CONTACT NAME: Patti Wingen PHONE (A/C, No, Ext): 612 509-1989 FAX (A/C, No): E-MAIL ADDRESS: patti.wingen@usi.com																					
INSURED TranSystems Corporation 2400 Pershing Road, Suite 400 Kansas City, MO 64108	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A:</td><td>Zurich American Insurance Company</td><td>16535</td></tr> <tr> <td>INSURER B:</td><td></td><td></td></tr> <tr> <td>INSURER C:</td><td></td><td></td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Zurich American Insurance Company	16535	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Zurich American Insurance Company	16535																				
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC790204601	10/01/2021	10/01/2022	PER STATUTE ☒ OTH-ER ☐ E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

FOLLOWING ENDORSEMENTS APPLY TO THE NAMES/PROJECTS/EVENTS LISTED BELOW ONLY IF REQUIRED BY WRITTEN CONTRACT OR AGREEMENT: Workers Compensation: UWC3083-A Broad Form Named Insured Endorsement; WC0003-13 Blanket Waiver of Rights to Recover from Others, except for TX & CA; WC040306-CA-Waiver of Rights to Recover from Others; WC420304B-TX-Waiver of our Right to Recover from Others Coverage; UWC198-C Foreign Voluntary Comp & Employers Liability Coverage Endorsement; WC0003 01A Alternate Employer Endorsement. The additional insured (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City of Benicia Attn: Rick Knight 250 East L Street Benicia, CA 94510	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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 ACORD 25 (2016/03) 1 of 2
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MZEZP

DESCRIPTIONS (Continued from Page 1)

and waiver of subrogation coverages indicated by the box(es) checked above are provided by the forms listed that only extend coverage if required of the insured by a written contract or agreement. All States coverage except in ND, OH, WA and WY.

RE: Benicia Marina Breakwater Repair.

November 18, 2025

Mr. Neil Leary
City of Benicia
Deputy Public Works Director - Utilities/City Engineer
Public Works, City of Benicia
250 East L Street
Benicia, CA 94510
Email: NLeary@ci.benicia.ca.us

Mr. Derek Linsley
City of Benicia
Senior Civil Engineer

DLinsley@ci.benicia.ca.us

REQUEST FOR CONTRACT ASSIGNMENT AGREEMENT RELATED TO TRANSYSTEMS
MERGER, NOW GFT INFRASTRUCTURE, INC. ("GFT")

Dear Mr. Leary:

Per an earlier letter sent from our corporate offices, effective **July 5th, 2025**, **TranSystems Corporation ("TranSystems")** has changed its name to **GFT Infrastructure, Inc. ("GFT")** following the merger of TranSystems and Gannett Fleming last year.

We greatly value our long-standing relationship and have remained committed to seamless service to the City of Benicia (City) and compliance with all contractual and regulatory requirements. At this time, we have the necessary documents to share with the City for assigning—or, if preferred, novating our current contracts—to GFT Infrastructure, Inc.

Our current contract is:

- Benicia Marina Breakwater Repair Project (City Contract No: 22-052)

Attached we are providing the applicable documents that we believe the City will need to facilitate the change:

- An Assignment and Assumption of Contract agreement that covers specifics for the name change. *(These could be signed by the City and returned, or could provide the necessary language if the City needs to originate a contract amendment for each contract.)*
- Updated Certificates of Insurance in the name of GFT Infrastructure, Inc.
- New GFT W-9

Thank you for your assistance in this exciting process. We look forward to continuing to serve you as GFT Infrastructure, Inc. Please do not hesitate to contact us if you need any additional information or documents.

GFT Infrastructure, Inc.

By: 

Printed: Marian L. Rule

Title: Sr. Vice President / Principal

Date: November 18, 2025

Attachments

cc: Rosa Chen, GFT (email: rchen@gftinc.com)
Kirsten Clayward, GFT (email: kmclayward@gftinc.com)

ASSIGNMENT AND ASSUMPTION OF CONTRACT

This Assignment and Assumption of Contract is entered this **14th day of November, 2025** (the "Effective Date"), between **Santa Cruz Harbor District**, with a business address of **250 East L Street, Benicia, CA 94510** ("Client"), TranSystems Corporation, with an office located at **2000 Center St., Suite 303, Berkeley, CA 94707** ("Assignor") and GFT Infrastructure, Inc., with an office located at 300 Sterling Parkway, Suite 200, Mechanicsburg, PA 17050 ("Assignee").

RECITALS

WHEREAS, Client and Assignor are parties to the **Benicia Marina Breakwater Repair Project (City Contract No: 22-052)** dated **May 2, 2022** (the "Agreement"); and

WHEREAS, as a result of integration of the companies, who are affiliated, and internal restructuring, effective July 5, 2025, the personnel performing the services under the Agreement became employees of Assignee and are now employed under Assignee's federal employment identification number; and

WHEREAS, as a result, Assignor desires to assign all of its right, title and interest in the Agreement to Assignee, and Assignee desires to assume all of Assignee's rights, interests, obligations and responsibilities under the Agreement; and

WHEREAS, Client desires to consent to said assignment.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Client, Assignor and Assignee (individually, a "Party" or collectively, the "Parties") agree as follows:

1. The Parties mutually agree that the Agreement is hereby assigned by Assignor to Assignee, and that Assignee hereby assumes and agrees to observe and perform all of Assignor's rights, interests, obligations and responsibilities under the Agreement.
2. Client hereby consents to the assignment of the Agreement, including all rights, interests, obligation and responsibilities thereunder, from Assignor to Assignee as of the Effective Date.
3. Except to the extent modified herein, all terms and conditions of the Agreement shall continue in full force and effect.
4. Each Party represents that the person signing on such Party's behalf is authorized to do so and to bind said Party to the terms of this Assignment and Assumption of Contract.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Assignment and Assumption of Contract as of the Effective Date.

TranSystems Corporation

GFT Infrastructure, Inc.

By: 

By: 

Printed: Marian L. Rule

Printed: Marian L. Rule

Title: Sr. Vice President / Principal

Title: Sr. Vice President / Principal

Date: 11/18/25

Date: 11/18/25

Acknowledged and Approved:

City of Benicia

By: _____

Printed: _____

Title: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/17/2025

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

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

PRODUCER Gunn-Mowery P.O. Box 900 Camp Hill PA 17001-0900	CONTACT NAME: Stefania Ruiz PHONE (A/C, No, Ext): 717-761-4600 E-MAIL ADDRESS: srui@gunnmowery.com FAX (A/C, No): 717-761-6159
INSURED GFT Infrastructure, Inc 300 Sterling Parkway Suite 200 Mechanicsburg, PA 17050	INSURER(S) AFFORDING COVERAGE INSURER A: PA Manufacturers Indemnity Co. INSURER B: PA Manufacturers' Assoc Ins Co. INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1824838398**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	3025012907384A 3025012907384B	2/1/2025 2/1/2025	2/1/2026 2/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	1525012907384	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	2025012907384A 2025012907384B 2025012907384C	2/1/2025 2/1/2025 2/1/2025	2/1/2026 2/1/2026 2/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Blanket Additional Insured applies per written contract.

Project No. P501220091, Contract No. 22-052; Engineering Services for Benicia Marina Breakwater Repair Project. The following are covered as Additional Insureds for General Liability and Automobile Liability policies as per written contract: City of Benicia, its City Council members, its officers, officials, employees, designated agents and volunteers. Coverages apply on a Primary and Non-Contributory basis per policy language. Waiver of Subrogation applies as respects to General Liability, Automobile Liability, and Workers Compensation. Thirty (30) day notice of cancellation applies except for non-payment of premium, which is ten (10) days per policy language.

CERTIFICATE HOLDER**CANCELLATION 90**

CITY OF BENICIA 250 EAST L STREET BENICIA CA 94510	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
AS REQUIRED BY WRITTEN CONTRACT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
AS REQUIRED BY WRITTEN CONTRACT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

ALL PROJECTS OF THE INSURED

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/1/2026

11/17/2025

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

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

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcaso@lockton.com	CONTACT NAME: PHONE (A/C, No. Ext.): FAX (A/C, No.): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company NAIC # 20443 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED 1361922 GFT INFRASTRUCTURE, INC. GANNETT FLEMING, INC. AND ALL SUBSIDIARIES 300 STERLING PARKWAY, SUITE 200, MECHANICSBURG, PA 17050	

COVERAGES
CERTIFICATE NUMBER: 22628314

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ACORD SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOG OTHER:		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Eq. occu/teno) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		NOT APPLICABLE			COMBINED SINGLE LIMIT (Eq. accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED. RETENTION \$		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	NOT APPLICABLE			☐ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROF LIAB	N N	AEH 591957881	6/1/2025	6/1/2026	\$10,000,000 PER CLAIM / AGG

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

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

Project No. P501220091, Contract No. 22-052; Engineering Services for Benicia Marina Breakwater Repair Project. Waiver of Subrogation applies to coverage, where allowed by state law and as required by written contract. Thirty (30) days notice of cancellation by the insurer will be provided to the certificate holder, except in the event of nonpayment of premium. Retroactive Date 01/01/1915.

CERTIFICATE HOLDER
CANCELLATION

22628314 CITY OF BENICIA 250 EAST L STREET BENICIA CA 94510	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) GFT Infrastructure, Inc.
	2 Business name/disregarded entity name, if different from above.
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐
5 Address (number, street, and apt. or suite no.). See instructions. 300 Sterling Parkway Suite 200	Requester's name and address (optional)
6 City, state, and ZIP code Mechanicsburg, PA 17050-2902	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	Social security number or Employer identification number 25-1613591
--	---

Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	Signature of U.S. person  Date 6/5/2025
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

THIRD AMENDMENT TO AGREEMENT

This THIRD Amendment of the Agreement, entered into June 23, 2026, by and between the City of Benicia, a municipal corporation (hereinafter "CITY") and UNICO Engineering, Inc., a Corporation, with its primary office located at 80 Blue Ravine Rd., Ste. 250, Folsom, CA 95630, (hereinafter "CONTRACTOR"), is made with reference to the following:

1. Recitals

A. On March 6, 2023, an agreement identified as Contract ID # 23-051 was entered into by and between CITY and CONTRACTOR, ("Agreement"); and

B. CITY and CONTRACTOR desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

2. Amendments

2.1. Compensation

Compensation paragraph of the Agreement is modified to: This contract is being increased in the amount of \$700,000, for a new total amount not to exceed \$1,500,000.

2.2. End of Amendments

Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused the modification of Agreement to be executed on June 23, 2026.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

“UNICO Engineering, Inc.”

By:_____

Its:_____

“City”

By:_____

Its:_____

“City Attorney”

By:_____

Its: City Attorney

1.1. Recitals

23-051

PROFESSIONAL SERVICES MASTER AGREEMENT

BETWEEN

CITY OF BENICIA AND

UNICO Engineering, Inc.

This Professional Services Master Agreement ("Agreement") is dated March 6, 2023, and is by and between the City of Benicia, a political subdivision of the State of California ("CITY") and UNICO Engineering, Inc., a California Corporation located at 1486 Civic Court, Suite 1500, Concord, CA 94520, licensed to do business in California, ("CONTRACTOR") relating to ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS Services ("Services").

Recitals

THE PARTIES ENTER THIS AGREEMENT based on the following facts, understandings and intentions;

WHEREAS, services of an outside organization to help the City with construction management and inspection services is needed;

WHEREAS, City wishes to retain CONTRACTOR to provide ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS services and related services;

WHEREAS, CONTRACTOR was selected by means of City's selection process, and represents that they possess all necessary training, licenses and permits to perform the services required by City as set forth in this Agreement, and that their performance of such services will conform to the standard of practice consistent with a firm having experience and expertise in performing professional services of like nature and complexity working on similar, successfully completed projects;

WHEREAS, the services proposed in this Agreement are professional and temporary in nature;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, stipulated and agreed, the parties agree as follows:

2. AGREEMENT

2.1. Services Contractor Agrees to Perform

CONTRACTOR shall provide services for specific projects as may be requested by CITY; such services shall be defined, scheduled and authorized in subsequent Task Orders. Services may include, but not be limited to:

- A. CONSTRUCTION MANAGEMENT
- B. INSPECTION SERVICES

Title: ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS

#23-051

CONTRACTOR shall be an independent contractor and shall have responsibilities for and control over the details and means of providing its services under this Agreement. CONTRACTOR agrees that its services shall be performed with due diligence and in accordance with generally accepted engineering practices.

CONTRACTOR shall use its best efforts to perform and coordinate all activities in a timely manner so that the projects will be completed according to the established project schedules.

2.2. Term of Agreement

- A. This Agreement will conclude on February 28, 2026 unless it is extended in accordance with paragraph B below.
- B. This Agreement may be extended by mutual agreement of the parties hereto. Any extension shall be in written form, signed by both parties, and shall specify the length of the extension and compensation. The City Manager is authorized to approve the extension.

2.3. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, CITY or municipal governments for CONTRACTOR to provide the services and work in any Task Order must be procured by CONTRACTOR and be valid at the time CONTRACTOR enters into this Agreement. Further, during the term of this Agreement, CONTRACTOR must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by CONTRACTOR at no expense to the CITY.

2.4. Compensation

CONTRACTOR shall be compensated, a total value not to exceed \$200,000 under this agreement for services rendered under Section I, as more particularly described in authorized Task Orders and/or Rate Schedule attached as Exhibit A, in accordance with the terms and conditions included therein.

CONTRACTOR may update its Rate Schedule on an annual basis. CONTRACTOR may submit monthly statements for services rendered; all statements shall include adequate documentation demonstrating work performed during the billing period and shall conform to Federal Funding invoicing requirements, if applicable. It is intended that payments to CONTRACTOR will be made by CITY within thirty (30) days of receipt of invoice. CONTRACTOR's failure to secure CITY's written authorization for additional compensation or changes to the Scope of Work shall constitute a waiver of any and all right to adjustment in the price or time due, whether by way of compensation, restitution, quantum merit, or similar relief.

2.5. Employee Wages; Records; Apprentices

CONTRACTOR shall comply with the California Prevailing Wage Law to the extent it applies to work performed under this Agreement. If applicable, CONTRACTOR shall pay prevailing wages to its employees and shall comply with the additional provisions set forth below:

- A. CONTRACTOR shall pay prevailing wages to its employees on any agreement when required by applicable law. Copies of the general prevailing rates of per diem wages for each craft,

classification, or type of worker needed to execute the Agreement, as determined by the Director of the State of California Department of Industrial Relations, are on file at the County's Capital Projects Office 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 the Agreement.

- B. CONTRACTOR acknowledges and agrees that it will comply with AB 1768 (effective January 1, 2020), which amended and expanded the definition of "construction" for which prevailing wages must be paid to include "work performed during the design, site assessment, feasibility study, and other pre-construction phases of construction...regardless of whether any further construction work is conducted..."
- C. CONTRACTOR shall forfeit, as a penalty to Owner, the penalty or penalties as provided by the California Labor Code, for each laborer, workman, or mechanic employed in performing labor in and about the Work provided for in the Agreement for each day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under the Agreement by him or her or by any Subcontractors under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the California Labor Code. The sums and amounts which shall be forfeited pursuant to this Paragraph and the terms of the California Labor Code shall be withheld and retained from payments due to CONTRACTOR the California Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by Owner. The Labor Commissioner pursuant to California Labor Code § 177 5 shall determine the final amount of forfeiture.
- D. CONTRACTOR shall insert in every subcontract or other arrangement which CONTRACTOR may make for performance of Work or labor on Work provided for in the Agreement provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the California Labor Code.
- E. CONTRACTOR and Subcontractors must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice,

worker, or other employee employed by him or her in connection with the Work of the Agreement Documents. Each payroll record shall contain or be verified by a written declaration as required by Labor Code Section 1776. The payroll records enumerated above must be certified and shall be available for inspection at all reasonable hours at the principal office of CONTRACTOR as required by Labor Code Section 1776. This Project is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations.

2.6. Indemnification

- A. **Defense, Indemnity and Hold Harmless:** Consistent with Civil Code section 2782.8, CONTRACTOR specifically agrees to indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, agents, employees, and volunteers from and against any and all actions, claims, demands, losses, expenses (including attorneys' fees, expert fees and all other costs and fees), damages, and liabilities resulting from injury or death of a person or injury to property, arising out of or in any way connected with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of this Agreement, excepting only such injury or death as may be caused by the sole active negligence or willful misconduct of CITY. The CONTRACTOR shall pay all costs that may be incurred by CITY in enforcing this indemnity, including reasonable attorneys' fees. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations contained in this Agreement.
- B. **Conflict of Interest:** Should conflict of interest principles preclude a single lawyer from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse CITY its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation. CONTRACTOR shall promptly pay any final judgment rendered against CITY (and its officers, officials, agents, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.
- C. **Other Claims:** Further, CONTRACTOR will indemnify CITY, and hold it harmless, from an assertion that as a result of providing services to CITY, CONTRACTOR or any of its employees or persons performing work pursuant to this Agreement is entitled to benefits from, or is covered by, the Social Security retirement system or the California Public Employees Retirement Systems. Notwithstanding the foregoing, CONTRACTOR's obligations for any payments to such claimant shall be limited to those payments which CITY may be.
- D. **Intellectual Property Indemnification:** CONTRACTOR represents that professional services provided by CONTRACTOR pursuant to this Agreement does not infringe on any other copyrighted work or intellectual property owned by others. CONTRACTOR shall defend,

indemnify and hold harmless the CITY from all Liabilities, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in arising from or relating to CONTRACTOR's services provided to the CITY under this Agreement.

- E. **Subcontractor's Agreements:** CONTRACTOR shall place in its agreements with Subcontractors and cause its Subcontractors to agree to the indemnification and insurance provisions in this Agreement in favor of the CITY and the Indemnitees in the exact form and substance as those contained in this Agreement.
- F. **Duty to Cooperate:** CONTRACTOR shall notify CITY immediately in writing of any claim or damage related to activities or services performed under this Agreement. CONTRACTOR shall cooperate with CITY in the investigation and disposition of all Liabilities arising out of the activities or services under this Agreement. Without limiting the foregoing, CONTRACTOR shall take all steps necessary to assist the CITY in the defense of any and all Liabilities brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project. Any additional services or work

2.7. Indemnification and General Liability

- A. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), Consultant shall defend, indemnify, and hold harmless City, its officers, City Council, directors, officials, agents employees, and volunteers(collectively "Indemnitees") from and against any and all claims, suit, action, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of an employee of Consultant or its Subconsultants) expense and liability of every kind, nature, and description, at law or equity, that arises out of, pertain to, or relate to (including without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) any negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify and Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence active negligence, or willful misconduct of such Indemnitee but shall apply to all other Liabilities.
- B. Consultant shall defend (including providing legal counsel reasonably acceptable to City at no cost to City), indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, suit, liability or claims, in law or in equity, including attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by City, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.

2.8. Standard of Performance

CONTRACTOR represents to CITY that the services shall be performed in an expeditious manner, and with the degree of skill and care that is required by current, good, and sound procedures and practices. CONTRACTOR further agrees that the services shall be in conformance with generally accepted professional standards prevailing at the time the work is performed.

2.9. Ownership and Maintenance of Documents

All documents furnished by CONTRACTOR pursuant to this Agreement are instruments of CONTRACTOR's services in respect to this project. They are not intended nor represented to be suitable for reuse by others on extensions of this project or on any other project. Any reuse without specific written verification and adoption by CONTRACTOR for the specific purposes intended will be at user's sole risk and without liability or legal exposure and expenses to CONTRACTOR, including attorney's fees arising out of such unauthorized reuse.

CONTRACTOR's records, documents, calculations, and all other instruments of service pertaining to actual project shall be given to CITY at the completion of the project. The CITY reserves the right to specify the file format that electronic document deliverables are presented to the CITY. Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by CONTRACTOR under the Agreement shall be vested in the CITY, none of which shall be used in any manner whatsoever, by any person, firm, corporation or agency without the expressed written consent of the CITY. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to the CITY without restriction or limitations on their use. CONTRACTOR may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of CITY during the term of this Agreement, unless required by law.

2.10. Suspension of Work

CITY may, at any time, by ten (10) days' written notice, suspend further performance by CONTRACTOR. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner, and CONTRACTOR shall be paid for services performed and reimbursable expenses incurred prior to the suspension date. During the period of suspension, CONTRACTOR shall not receive any payment for services, or expenses, except for reasonable administration expenses, incurred by CONTRACTOR by reason of such suspension.

2.11. Termination

CITY may terminate this Agreement for any reason upon ten (10) days' written notice to the other party. CITY may terminate the Agreement upon five (5) days' written notice if CONTRACTOR breaches this Agreement. In the event of any termination, CONTRACTOR shall promptly deliver to the CITY any and all finished and unfinished reports or other written, recorded, photographic, or visual materials, documents, data and other deliverables ("Work Materials") prepared for the CITY prior to the effective date of such termination, all of which shall become CITY's sole property. After receipt of the Work Materials, CITY will pay CONTRACTOR for the services performed as of the effective date of the termination.

2.12. Nondiscrimination

During performance of this Agreement, CONTRACTOR and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition including genetic characteristics), marital status, age, political affiliation, sexual orientation, or sex. CONTRACTOR and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the CITY's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations. CONTRACTOR agrees that any and all violation of this provision shall constitute a material breach of the Agreement.

2.13. Conflict of Interest

- A. CONTRACTOR covenants and represents that neither it, nor any officer or principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONTRACTOR's performance of services under this Agreement. CONTRACTOR further covenants that in the performance of the Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the CITY. CONTRACTOR agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the CITY in the performance of this Agreement.
- B. CONTRACTOR is not a designated employee within the meaning of the Political Reform Act because CONTRACTOR:
 1. Will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation or counsel independent of the control and direction of the CITY or of any CITY official, other than normal contract monitoring; and
 2. Possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel. (2Cal. Code Regs. § 18700(a) (2))

2.14. Independent Contractor

In assuming and performing the services, CONTRACTOR is an independent contractor and shall not be eligible for any benefits, which the CITY may provide its employees, except as expressly provided for in the Agreement. All persons, if any, hired by CONTRACTOR, shall be employees or subcontractors of CONTRACTOR and shall not be construed as employees or agents of the CITY in any respect. CONTRACTOR shall have responsibility for and control over the means of providing services under this Agreement.

2.15. Compliance With Laws

CONTRACTOR shall comply with all applicable federal, State of California, and local laws, rules, and regulations and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services.

2.16. Choice of Law

This Agreement shall be administered and interpreted under California law as if written by both parties. If any provision in this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state court situated in the County of Solano, State of California or, if necessary, in a federal court situated in the City and County of Sacramento, California.

2.17. Enforceability; Interpretation

In the event that any of the provisions or portions of application of any of the provisions of the Agreement are held to be illegal or invalid by a court of competent jurisdiction, CITY and CONTRACTOR shall negotiate an equitable adjustment in the provisions of the Agreement with a view toward affecting the purpose of the Agreement. The illegality or invalidity of any of the provisions or portions of application of any of the provisions of the Agreement shall not affect the legality or enforceability of the remaining provisions or portions of application of any of the provisions of the Agreement. This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

2.18. Integration

The Agreement contains the entire Agreement and understanding between the parties as to the subject matter of this Agreement. It merges and supersedes all prior or contemporaneous agreements, commitments, representation, writings, and discussions between CONTRACTOR and CITY, whether oral or written.

2.19. Successors and Assigns: No Third Party Beneficiaries; No Joint Venture

CITY and CONTRACTOR respectively, bind themselves, their successors, assigns, and legal representatives to the terms and obligations of this Agreement. CONTRACTOR shall not assign or transfer any interest in the Agreement without the CITY's prior written consent, which consent shall be in the CITY's sole discretion. Any attempted assignment or transfer in breach of this provision shall be void. This Agreement is not intended and shall not be construed to create any third party benefit the event. This Agreement is not intended and shall not be construed to create a joint venture or partnership between the parties. CONTRACTOR, its officers, employees and agents shall not have any power to bind or commit the CITY to any decision.

Title: ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS

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2.20. Financial Records

Records of CONTRACTOR's direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to CITY if and when required.

2.21. Non-Waiver

The waiver by either party of any breach of any term, covenant, or condition contained in the Agreement, or any default in their performance of any obligations under the Agreement shall not be deemed a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default constitute a continuing waiver of same.

2.22. Notices

All notices required hereunder shall be in writing by such methods as CITY and CONTRACTOR as designated below. Notice shall be deemed received three (3) days after the date of sending.

To City: Kyle Ochendusko

Public Works Director

kochendusko@ci.benicia.ca.us

To Contractor: Carlos Melendez

Construction Manager

cmelendez@unicoengineering.com

2.23. Non-Liability

No member of the CITY and no other officer, employee or agent of the CITY shall be personally liable to CONTRACTOR or otherwise in the event of any default or breach of the CITY, or for any amount which may become due to CONTRACTOR or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

2.24. Execution

Each individual or entity executing this Agreement on behalf of CONTRACTOR represents and warrants that he or she or it is duly authorized to execute and deliver this Agreement on behalf of CONTRACTOR and that such execution is binding upon CONTRACTOR.

This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

3. SCOPE OF WORK

3.1. Services to be provided, projects and schedule, and deliverables

Consultant shall provide on-call construction management and inspection services that may be requested by the City during the term of this agreement in a prompt, professional manner in accordance with the standards of the engineering profession. All work, unless otherwise specified, shall be performed by task order on a time and materials basis, and completed to the satisfaction of the City Engineer within the time periods allocated, or as mutually agreed to at the beginning of the assignment. Scope of services shall generally include, but not be limited to, the following:

1. Construction Management and Inspection Services

Tasks including, but not limited to, the following:

A. Construction Management:

- Construction Management Services during Pre-Construction
- Review contract documents including plans and specifications
- Review Traffic Control Plans
- Facilitate the Pre-Construction Conference
- Construction Management Services during Construction
- Project coordination and correspondence
- Schedule management, progress meetings and reports
- Monitor project funding. Review “schedule of values” and contract item payments, material quantities, and change order payments.
- Labor compliance assurance
- Public relations
- Site safety monitoring
- Monthly payment review and recommendation
- Submittal review and management
- Requests for Information (RFI)
- Contract Change Orders (CCO)
- Construction observation services and project documentation
- Preliminary claim mitigation and resolution
- Construction Management Services during Post-Construction

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- Perform final observation/walkthrough
- "As-Built" drawings
- Project completion report
- Record drawings input, review, O&Ms
- Final pay application

B. Construction Inspection:

- Construction inspection of various projects.
- Field visits for each assigned project as directed by the City. During each site visit, the inspector shall observe and make a written report of relevant items, including the date and time of visit (arrival and departure), the weather conditions at the site, a list of all persons present at the site including employees, subcontractors, and others; a description of the site conditions regarding status of construction and other relevant conditions; a description of all materials stored on site; a description of all major equipment on site; a description of activity at the site including work being performed, materials being installed, equipment active versus idle, laborers active versus idle; monitoring of traffic control and safety operations, etc. The inspector's daily report for each project shall be submitted to the City no later than 24 hours following the date and time of the inspector's visit.
- Comparison of the material quality of the work to the requirements of the contract (including all relevant plans, specifications, submittals and schedule). The inspector's comparisons shall include checking grades, sizes, elevations and locations of structures, field measurements, and traffic control. The inspector shall note any deficiencies or deviations in the contractor's work (including: contractor behind schedule, areas of work which do not conform to the plans and specifications, materials which do not conform to the plans and specifications, and areas of work which were performed without obtaining an inspection required).
- Notification of any deficiencies or deviations in the contractor's work. Inspector shall immediately notify the City and provide a draft report of deficient work.
- Immediate notification to the authorized contractor representative, and the City, in the event that the inspector observes, or otherwise learns of, an issue at the construction site which involves a risk of imminent harm to person or property. The inspector shall take such action which, under the circumstances and the professional opinion of the inspector, will lead to a timely resolution of the risk of harm. The inspector shall follow up with a written report to the City.
- Take pre-project photographs of active project site(s) and progress photographs on a daily basis, sufficient in number to depict the pre-project conditions and the scope of major activities being performed by the contractor.
- Preparation of punch lists summarizing the items not completed by the contractor in accordance with project plans, specifications and/or contract documents, as directed by the City.
- Tracking and documenting changes to the project and submittal of a "red-line" markup of the project plans to the City.

4. INSURANCE REQUIREMENTS

4.1. INSURANCE REQUIREMENTS

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated March 6, 2023, by and between UNICO Engineering, Inc., hereinafter referred to as "Consultant", and the City of Benicia, hereinafter referred to as "City", providing for professional services.

4.2. 1. Consultant's Duty to Show Proof of Insurance

Consultant, in order to protect City and its City Council members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Consultant's acts, errors, or omissions in connection with the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Consultant shall not perform any work under this Agreement until Consultant has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the City's authorized insurance tracking platform. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, Consultant shall promptly deliver to City a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to City prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Consultant or City as an additional insured.

4.3. Insurance Requirements: Commercial General Liability Insurance

Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the City), Products-Completed Operations Hazard, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Consultant's performance of services under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Consultant shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence and four million dollars (\$4,000,000) aggregate.

4.4. Business Automobile Liability Insurance

Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in

the performance of Services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence.

4.5. Workers' Compensation Insurance

Consultant shall submit written proof that Consultant is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code. Consultant shall require any Subconsultants to provide workers' compensation for all of the Subconsultants' employees, unless the Subconsultants' employees are covered by the insurance afforded by Consultant. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Consultant shall provide and/or require each Subconsultant to provide adequate insurance for the coverage of employees not otherwise covered. Consultant shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

4.6. Professional Liability Insurance

Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, all negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

4.7. Self-Insured Retention

Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of insurance or other documentation provided to City and must be approved by the City Risk Manager.

4.8. Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either (i) maintain said coverage for at least five (5) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than five (5) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

4.9. Insurance terms and conditions:

3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Consultant shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Consultant in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

3.2 All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII Any exception to these requirements must be approved by the City Risk Manager.

3.3 If Consultant is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the insurance coverages and endorsements required above. The City will not accept such coverage unless the City determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Consultant is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3.5 Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the City from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

3.6 Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. City, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Consultant, City shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Consultant agrees to reimburse City for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by City to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

3.7 Should any of the required insurance (other than errors and omissions insurance) be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defenses costs be included in such general aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limit specified above.

3.8 City may (but is under no obligation to) secure project-specific insurance, wrap-up insurance, or administer an owner controlled insurance program ("OCIP"), in which case Consultant and its subconsultants shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Consultant's fees under this Agreement (and the fee of its subconsultants under subconsultant agreements) shall be reduced by the amount of insurance premiums that may be avoided by Consultant and its subconsultants by virtue of the City's obtaining the project-specific insurance, wrap-up insurance or administering an OCIP, and the exclusion of this project from coverage of Consultant's and subconsultants policies. Construction Manager and its subconsultants shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

Title: ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS

#23-051

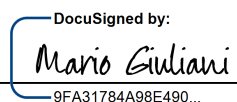
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

"UNICO Engineering, Inc."

By: 

Its: Cesar Montes de Oca, President

"City"

By: 9FA31784A98E490...

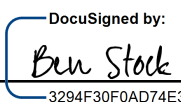
Its: Interim City Manager

"Department"

By: 2AA567697FAB4EF...

Its: Deputy Public Works Director - Utilities

"City Attorney"

By: 3294F30F0AD74E3...

Its: City Attorney

Contract ID #23-051A1

FIRST AMENDMENT TO AGREEMENT

This FIRST Amendment of the Agreement, entered into May 21, 2024, by and between the City of Benicia, a municipal corporation (hereinafter "CITY") and UNICO Engineering, Inc., a Corporation, with its primary office located at 1486 Civic Court, Suite 1500, Concord, CA 94520, (hereinafter "CONTRACTOR"), is made with reference to the following:

1. Recitals

A. On March 6, 2023, an agreement identified as Contract ID # 23-051 was entered into by and between CITY and CONTRACTOR, ("Agreement"); and

B. CITY and CONTRACTOR desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

2. Amendments

2.1. Compensation

Compensation paragraph of the Agreement is modified to: This contract is being increased in the amount of \$200,000, for a new total amount not to exceed \$400,000.

2.2. End of Amendments

Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

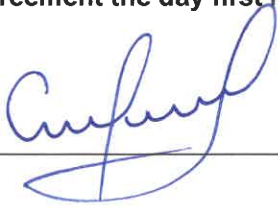
IN WITNESS WHEREOF, the parties hereto have caused the modification of Agreement to be executed on May 21, 2024.

[SIGNATURES ON THE FOLLOWING PAGE]

Title: ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS #23-051

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

“UNICO Engineering, Inc.”

By: 
Its: President

“City”

DocuSigned by:
By:  6/12/2024
9FA31784A98E490...
Its: City Manager

“City Attorney”

DocuSigned by:
By:  6/7/2024
3294F30F0AD74E3...
Its: City Attorney

Contract ID #23-051A2

SECOND AMENDMENT TO AGREEMENT

This SECOND Amendment of the Agreement, entered into May 6, 2025, by and between the City of Benicia, a municipal corporation (hereinafter "CITY") and UNICO Engineering, Inc., a Corporation, with its primary office located at 80 Blue Ravine Rd., Ste. 250, Folsom, CA 95630, (hereinafter "CONTRACTOR"), is made with reference to the following:

1. Recitals

A. On March 6, 2023, an agreement identified as Contract ID # 23-051 was entered into by and between CITY and CONTRACTOR, ("Agreement"); and

B. CITY and CONTRACTOR desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

2. Amendments

2.1. Term of Agreement

Term of Agreement paragraph of the Agreement is modified to: conclude on June 30, 2027.

2.2. Compensation

Compensation paragraph of the Agreement is modified to: This contract is being increased in the amount of \$400,000, for a new total amount not to exceed \$800,000.

2.3. End of Amendments

Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused the modification of Agreement to be executed on May 6, 2025.

[SIGNATURES ON THE FOLLOWING PAGE]

Attachment 2 - Second Amendment to Agreement - Unico Engineering, Inc.

Title: ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS

#23-051

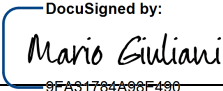
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

“UNICO Engineering, Inc.”

By:  _____

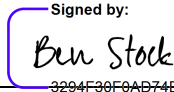
Its: President

“City”

By:  5/16/2025
9FA31784A88E490...

Its: City Manager

“City Attorney”

By:  5/16/2025
3294F30F9AD74E3...

Its: City Attorney

CITY OF BENICIA

250 East L Street, Benicia, CA 94510

TASK ORDER NO. 3

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

UNICO Engineering, Inc.

ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR ENGINEERING,
STORMWATER, FACILITIES, AND PARKS PROJECTS

Task: Construction Management Services - Marina Breakwater Repairs

1. Task Order

1.1. Purpose

The purpose of this TASK ORDER is to authorize and direct CONTRACTOR to proceed with the work specified in Attachment A of this TASK ORDER, in accordance with the provisions of the AGREEMENT identified as Contract #23-051 between the parties hereto dated March 6, 2023

1.2. Scope of Work

The work authorized by this TASK ORDER is outlined in the "Scope of Services" attached hereto as Exhibit A.

1.3. Time of Performance

The work authorized by this TASK ORDER shall commence upon execution by both parties and shall be prosecuted diligently to completion.

Commencement Date: June 23, 2026

Completion Date: June 30, 2027

1.4. Compensation And Payment

Compensation shall be on a specific rate of compensation basis as provided in the AGREEMENT identified as Contract #23-051 between the parties hereto dated March 6, 2023. The cost of the work authorized by this TASK ORDER is not to exceed \$540,183.38. Payment shall be in accordance with the aforementioned AGREEMENT.

1.5. Effective Date

This TASK ORDER shall become effective immediately upon its execution by both parties.

1.6. Items and Conditions

All items and conditions contained in the AGREEMENT identified as Contract #23-051 dated March 6, 2023, between the City of Benicia and UNICO Engineering, Inc. are incorporated herein by reference.

EXECUTED June 23, 2026

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

“UNICO Engineering, Inc.” By: _____

Its: _____

“City” By: _____

Its: _____

“Department” By: _____

Its: _____

“City Attorney” By: _____

Its: City Attorney

February 19, 2026

Derek Linsley, PE
Senior Civil Engineer
Public Works Department
City of Benicia
250 East L Street
Benicia, CA 94510

**Subject: Proposal to Provide Construction Management Services for the
Benicia Marina Breakwater Rehabilitation Project (City Project No. 23-14)**

Dear Derek,

The City is seeking an experienced Resident Engineer, Structures Representative, and Inspector to deliver the Benicia Marina Breakwater Rehabilitation Project (City Project No. 23.-14), including replacement of the steel sheet pile wall, vertical and battered concrete piles, timber dolphin piles, signage, and the tidal gate within an active marine environment requiring disciplined coordination, structural oversight, and regulatory compliance. Our proposal defines the level of effort and field presence necessary to deliver these improvements consistent with the City's objectives.

Our management approach is field-driven and structured around (1) rigorous schedule and budget oversight, (2) proactive coordination with the Contractor and Designer, and (3) disciplined quality and risk control. We will maintain continuous observation of pile driving and in-water operations—above and below the tidal zone—supporting timely technical decision-making, documenting field conditions, and managing risk within constrained in-water work windows. Early identification of geotechnical variability, pile tolerance deviations, and fabrication dependencies will be escalated same-day with documented field data to support prompt, contractually grounded direction. This approach protects structural integrity, maintains schedule control, and safeguards the City's interests.

Concurrently, we will administer and monitor compliance with all permit requirements, integrating environmental protections and in-water work restrictions into daily construction oversight to maintain full regulatory adherence throughout project delivery.

This proposal and estimate are based on the level of effort required, as discussed, with the anticipation of regular communication and updates with the City and its design consultant.

We are in receipt of Addenda #1 dated 2/2/2026 and Addenda #2 dated 2/10/2026. As the President of UNICO, I am authorized to bind the company into a contractual relationship with the City and can be reached at cesar@unicoengineering.com or at 530.903.9023. Principal-in-Charge/Resident Engineer, Carlos Melendez, is also available to answer questions and can be reached at 510.385.0506 or via email

at cmelendez@unicoengineering.com. We look forward to working with the City again this year to deliver this project with disciplined oversight, proactive risk management, and clear accountability at every stage of construction.

Sincerely,

UNICO Engineering, Inc.

A handwritten signature in blue ink, appearing to read 'C. Montes de Oca', with a stylized flourish at the end.

Cesar Montes de Oca, PE
President

PROJECT ORGANIZATION

1. Name of firm and subcontractors (if applicable), address, telephone number(s), email, name of responsible corporate officer(s), office location where the majority of the day-to-day work will be accomplished.

- a. Name of Firm: UNICO Engineering
Address: 80 Blue Ravine Road, Suite 250, Folsom, CA 95630
Telephone number: 916-900-6623
Email: cmelendez@unicoengineering.com
Name of Responsible Corporate Officer: Carlos Melendez, P.E., Associate Vice President
Local Office Location: 1485 Civic Court, Suite 1500, Concord, CA 94520

- b. Name of Firm: Geocon
Address: 6960 Flanders Drive, San Diego, CA 92121
Telephone number: 858-558-6900
Email: rodacker@geoconinc.com
Name of Responsible Corporate Officer: Shane Rodacker, Vice President
Local Office Location: One Harbor Centre, Suite 320A, Suisun City, CA 94585

- c. Name of Firm: Underwater Resources, Inc.
Address: 866 Estabrook Street, San Leandro, CA 94577
Telephone number: 510-957-5097
Email: tom@urdiving.com
Name of Responsible Corporate Officer: Tom Belcher, President
Local Office Location: 866 Estabrook Street, San Leandro, CA 94577

2. Project organization chart.



3. Brief description of responsibilities of key professional personnel, emphasizing experience directly related to responsibilities on this project.

Carlos Melendez, PIC / Resident Engineer (RE)*

Carlos will serve as the Principal-in-Charge and Resident Engineer, with overall responsibility for construction administration, contract compliance, coordination with the City and Designer, and delivery of the project in accordance with the contract documents. Carlos brings significant years of construction management and contract administration experience on public works projects, applying a fair, firm, and reasonable approach to project delivery that balances Owner interests, Contractor performance, and contractual requirements. His leadership includes schedule and cost oversight, change management, claims avoidance, and resolution of complex field issues, providing the City with confident, well-documented decision-making throughout construction.

Craig Schellenger, Structures Representative (SR)*

Craig will support the Resident Engineer as the Structures Representative. He has served in this role on several projects, and his background includes new construction of cast-in-place, post-tensioned, pre-stressed box girder bridges; pre-cast, pre-tensioned pre-stressed girder bridges; large diameter CIDH piles; retaining walls; ground anchor walls; utility relocations; and roadway construction. Craig will provide in-field and remote engineering-focused oversight to support proper pile repairs and the installation and coating of the new gate in accordance with the design documents.

Payum Vossoughi, Assistant Resident Engineer (ARE)*

Payum will support the Resident Engineer with day-to-day construction administration, technical review, coordination with the Designer, and oversight of marine construction activities. In addition to holding a Master's degree in Geotechnical Engineering, Payum brings many years of project inspection and administration experience, including the two identified recent marine construction projects involving pile foundations and water-adjacent work. His combined geotechnical background and field experience enable him to evaluate subsurface conditions, pile performance, constructability issues, and Contractor means and methods, while supporting the timely resolution of technical and schedule-sensitive challenges.

Mason Ciari, Office Engineer (OE)

Mason will be responsible for all project document control and construction administration support, including submittal tracking, RFI management, meeting minutes, correspondence logs, pay quantity tracking, and maintenance of the official project records. Mason brings direct experience to the project recently completing another project for the City, providing familiarity with City processes, expectations, and documentation standards. His role ensures that project records are complete, organized, and audit-ready, supporting timely reviews, accurate reporting, and smooth project closeout.

Mieko McCue, Inspector (Insp)*

Mieko will serve as a regularly present construction inspector, providing field oversight to verify that work is performed in conformance with the plans, specifications, permits, and approved work plans. She brings a working knowledge of construction practices across multiple disciplines, along with direct exposure to marine construction while working for a contractor, giving her practical insight into sequencing, equipment, and field constraints. Mieko's consistent on-site presence supports safety, quality control, early issue identification, and effective communication between the Contractor and CM team.

Tom Belcher, Underwater Inspection Manager (URI)*

Tom is the owner and principal of the underwater inspection firm supporting this project and will provide overall management, technical oversight, and quality assurance for underwater inspection and diving operations. While Tom may not serve as the day-to-day field representative, he manages a dedicated staff of experienced marine construction and dive professionals with extensive backgrounds in underwater inspection, marine construction support, and dive safety. Under his oversight, the team will verify that underwater activities are performed safely, efficiently, and in compliance with applicable regulations, making it an integral component of the construction management effort.

UNICO's integration of Resident Engineering leadership, structural oversight, geotechnical evaluation capability, QA testing, and underwater inspection provides the City with comprehensive risk management across both above-water and submerged work elements.

** - Denotes Key Personnel*

4. Indicate which team members will participate in each area of the work.

	RE	SR	ARE	OE	INSPECTOR	URI	GEOCON	SURVEY
Pre-Construction Phase								
Works Plans and Schedule	L	L	P	P	P	P		
Permits	L		P	P	I	P		
Procurement	L	L	P	P	I	I	P	
Construction Phase								
RFIs/Submittals	P	P	P	L	I	I	I	I
Pay Apps	L			P	P			
QA Testing	I	I	I	P	P		L	
Field Inspection			P		L	P	P	
Underwater Inspection	I	I	I	I	P	L		
Post Construction Phase								
Permit Closeout	P		P	L	I			
Final Inspection / Punchlist	P	P	P	P	L	P		
As-builts and Closeout	I	I	P	L	P			

L – Lead

P – Participating

I – Informed

APPROACH

1. Provide an approach for completing the scope of work. Discuss any unique ideas/concerns related to the project.

Approach to Scope of Work

UNICO's approach to this project spans the pre-, during-, and post-construction phases and is structured to respond directly to the Contractor's proposed means and methods while maintaining a strong focus on activities that require early coordination, permitting, material procurement, and advanced planning. Given the tidal influence and operational constraints within the Benicia Marina basin, sequencing and access planning will be treated as critical-path considerations from the outset.

During pre-construction, UNICO will review and evaluate the Contractor's work plans, schedule, and submittal strategy with particular attention to regulatory requirements, in-water work windows, contractor-level permits, and long-lead materials such as the tidal gate. A permit responsibility matrix will be developed at project initiation to clearly distinguish City-held approvals from contractor-required authorizations and compliance submittals. Critical path activities will be identified early, including procurement milestones tied to fabrication release and delivery sequencing.

During construction, UNICO will actively manage and adjust oversight in response to field conditions and the Contractor's evolving approach, prioritizing compliance with permit conditions, timely review of submittals and RFIs, coordination with regulatory agencies and the Designer, and close tracking of procurement and fabrication milestones to avoid schedule impacts. For pile installation, driving resistance, blow counts, embedment elevations, and overall performance relative to geotechnical recommendations will be documented and reviewed in real time. Any indication of refusal, overstressing, or unexpected subsurface variability will be documented and promptly coordinated with the City and Designer to support timely technical resolution within the limited in-water work window.

Post-construction, UNICO will focus on confirming that all permitted work has been completed in accordance with regulatory commitments, resolving outstanding documentation and closeout requirements, and supporting final inspections, acceptance, and complete project records to facilitate timely completion and turnover to the City.

Environmental & Regulatory Compliance

The breakwater repairs include in-water construction below the Mean Higher High Water (MHHW) elevation within tidal waters of the Carquinez Strait. The City has obtained the required regulatory approvals, including authorization under Section 404 of the Clean Water Act from the U.S. Army Corps of Engineers and the corresponding Section 401 Water Quality Certification. UNICO will administer and monitor the Contractor's adherence to these permits, ensuring that construction activities comply with approved in-water work limits, turbidity controls, in-water work windows, and SWPPP best management practices.

Environmental compliance will be integrated into daily inspection reporting, pre-activity meetings, and field documentation so that regulatory requirements are actively managed as part of construction execution rather than treated as a secondary obligation. Permit conditions will govern construction sequencing and critical path activities throughout the project.

Approach to Project Delivery

UNICO's approach to project management and delivery focuses on 1. rigorous oversight of project schedule and budget, 2. responsive communication with the City, and 3. disciplined quality and claims control to support successful project delivery. This approach aligns directly with the project scope elements of marine demolition, pile replacement, tidal gate installation, environmental compliance, and regulatory coordination with the Contractor, and often leads to cost savings, reduced durations, or minimizing claims.

1. Rigorous Oversight of Project Schedule and Budget

Cost and budget control are achieved through the development and back-checking of quantity sheets against PS&E and bid schedules, site verification of improvement limits, daily quantity tracking, monthly reporting, and forecast-to-completion analyses to identify potential overruns and implement offset strategies.

Schedule oversight is supported by prompt RFI and submittal turnaround, working-day tracking, and detailed contract administration, which enable the Contractor to maintain progress. Critical items of work to be addressed immediately upon Contractor contract execution include the verification of contractor-level permit compliance and required sub-permits, including those of the U.S. Army Corps of Engineers, the Regional Water Quality Control Board, and the San Francisco Bay Conservation and Development Commission, as previously noted.

As identified in the designer-generated schedule, material procurement for the tidal gate will also be a critical activity affecting the start of work. Ordering, fabrication sequencing, and coordination with the specialty supplier will directly control the project's critical path if submittal review and release are delayed. For a significant tidal gate, early and complete submittal packages, prompt designer review, and tight coordination between the designer and CM team are essential to validate structural details, mechanical components, and hydraulic performance criteria before manufacturing authorization. The UNICO team will work to mitigate potential delays through early engagement and coordination among the contractor, designer, and supplier; proactive submittal tracking; supplier status verification; and regular schedule updates to confirm that procurement and delivery remain aligned with construction phasing.

2. Responsive Communication with the City

The UNICO team maintains an active on-site presence during construction, provides consultation access, returns routine communications within 24 hours, and responds to critical issues within one hour, enabling timely field decisions and continuous alignment with the City, the Contractor, and stakeholders.

Carlos and Mieko reside within the region and can respond promptly to site conditions requiring direct oversight.

Craig Schellenger will support the Resident Engineer as the Structures Representative, providing specialized structural oversight of the project's marine elements. Craig has served in this role on numerous projects and brings extensive experience with cast-in-place and post-tensioned concrete structures, precast and prestressed girder bridges, large-diameter CIDH piles, retaining and ground-anchor walls, utility relocations, and complex roadway construction. His background also includes structural oversight of pile foundations and water-adjacent construction, where tolerances, installation methods, and sequencing are critical to performance and durability. Craig will provide both in-field and remote, engineering-focused oversight to verify that pile repairs, tidal gate installation, and coating systems are executed in accordance with the contract documents, design intent, and applicable marine construction standards. He is identified in the original proposal for the on-call CM services in this role and is prepared to actively support the successful delivery of this project.

An integral part of UNICO's approach to delivering this project is adding Underwater Resources, Inc. (URI) to the project team. URI has significant experience working in the local marine environment, being a long-time service provider to the nearby Valero Refinery. Their knowledge of tidal fluctuations, site access, and underwater construction techniques provides valuable insight to address the challenges that may arise during this project. Headquartered in San Leandro, URI can respond quickly to most any marine event.

3. Disciplined Quality and Claims Control

UNICO emphasizes claims avoidance through systematic constructability review of the PS&E, documented review matrices and redlines, early identification of potential claim indicators through RFIs and extra work requests, and objective cost and time impact analyses grounded in the contract documents. The objective is to identify and resolve risk indicators at their earliest stage—before they mature into schedule disruption or formal claims—through transparent documentation and technically supported recommendations.

Quality Assurance, Documentation, and Environmental Risk Management

Although not expressly required, project documentation and quality assurance will be administered in accordance with the Caltrans Local Assistance Procedures Manual (LAPM), including Pre-, During-, and Post-Construction audits; materials source documentation and verification; labor compliance oversight; and the maintenance of complete, audit-ready project records. In addition, UNICO will implement the supplemental quality assurance services described herein, including independent QA survey verification of critical structural elements, materials testing and special inspection through Geocon, and proactive environmental protection oversight through verification of BMP implementation, permit compliance tracking, and documented field observation to ensure construction activities meet contractual, regulatory, and performance standards.

UNICO understands that Quality Assurance (QA) survey support and construction verification surveys are also required for this project. The UNICO's Survey Division will provide independent confirmation and

verify the correctness of key construction features, while recognizing that the Contractor will be responsible for overall construction staking. UNICO will confirm existing project survey control and establish control as required per the contract documents, and will perform QA verification surveys to verify the horizontal and vertical locations of critical elements such as piles and walls. Verification services will be performed in response to CM requests, with prompt turnaround times (within hours for urgent requests). Deliverables will include mapping calculations, staking notes, cut sheets, and summary verification reports provided to the CM to support construction compliance and documentation.

Geocon will support the project by providing quality assurance materials testing and special inspection services, including inspection of reinforcing steel placement for new pile caps; field sampling and testing during concrete placement; laboratory testing of concrete specimens for compressive strength and aggregate properties; preparation of field observation reports and laboratory test data; and required source inspections. These services will verify that the constructed work complies with the contract documents and applicable quality standards throughout construction.

Additional considerations that the UNICO team will address include, but not limited to, the implementation of comprehensive BMPs, including erosion control, spill prevention, turbidity monitoring, debris containment, and proper disposal of creosote piles. The CM team will take a proactive administrative and oversight role to minimize risk associated with work occurring over and adjacent to the delta waters by requiring the contractor to implement robust material control and spill-prevention measures before work begins. We will review and approve the contractor's work plans to confirm controls are in place to prevent dropped tools and materials, including secondary containment, secured staging, and, where appropriate, protective netting or catch platforms below active work areas. We will also verify that pile driving and marine equipment are properly inspected and maintained, with documented leak-prevention and response procedures, and we will enforce compliance through pre-activity meetings, checklist verification, and field observation—advocating for best practices that protect the waterway and reduce risk.

UNICO Approach Alignment with Scope, Tasks, and Deliverables

Approach Focus	Primary Scope Focus	Key Tasks	Representative Deliverables
1. Rigorous Oversight of Project Schedule and Budget	Marine demolition, pile replacement, tidal gate installation	Quantity development and back-checking; Site verification of improvement limits; Daily quantity tracking; monthly reporting; Forecast-to-completion analyses; Critical path and procurement monitoring	Quantity sheets; Monthly cost reports; Schedule updates; Procurement tracking logs
2. Responsive Communication with the City	Field operations, regulatory coordination, stakeholder alignment	On-site presence; Rapid response to field issues; Coordination with City, Designer, Contractor, and agencies; Timely RFI and submittal processing	Meeting minutes; RFI logs; Submittal logs; Coordination correspondence
3. Disciplined Quality and Claims Control	Constructability, environmental compliance, and claims avoidance	PS&E constructability reviews; Permit responsibility tracking; Early claim indicator identification; Objective cost and time analyses; QA audits and documentation	Review matrices; Permit responsibility matrix; Audit records; Project documentation and closeout files

Project Specific Challenges and Solutions

UNICO has reviewed the plans, specifications, and permits to identify some specific challenges and solutions, or unique approaches to manage these risks before they become delays or impacts to the project:

Challenge: *Variable Subsurface Conditions and Pile Refusal / Capacity Performance*

The 2023 Haley & Aldrich geotechnical report was based on limited exploration points, indicating potential variability in subsurface conditions across the site. Relatively stiff clay and dense granular soils at depth may result in premature refusal or difficulty achieving the specified design tip. Given the known variability of delta sediments and tidal influence within the Benicia Marina area, localized changes in driving resistance should be anticipated. Without active field management and timely coordination with the Designer, these conditions introduce constructability, schedule, and claims risk within the constrained in-water work window.

Solution: The CM team will maintain continuous oversight during pile installation, monitoring driving resistance, hammer performance, blow counts, embedment depth, and overall pile behavior relative to geotechnical recommendations and required capacity. Any indication of refusal, overstressing, or unexpected subsurface variability will be promptly documented and reported to the City and Designer, along with complete field data, including pile location, tip elevation, blow counts, time at refusal, and driving observations.

We will coordinate the timely evaluation of corrective measures—such as adjusting driving criteria, modifying hammer energy, revising embedment depth, or installing supplemental piles—to maintain structural integrity and schedule progress. Although Section 31 41 16 prohibits jetting, if field conditions

demonstrate that it is the only viable alternative, supporting documentation will be provided for review and discussion to determine implementation.

This real-time, data-driven approach supports constructability, protects pile integrity, and minimizes delay and claims exposure through early risk identification and contractually grounded decision-making. In parallel, the CM team will verify pile alignment, verticality, and batter tolerances through QA survey confirmation and field observation to ensure proper interface with pile caps, sheet pile systems, and the tidal gate structure, allowing corrective action before structural or fit-up impacts occur.

Challenge: Regulatory permits and contractor-level environmental compliance

Based on the information provided, it is understood that the City holds the required regulatory permits from the U.S. Army Corps of Engineers, the Regional Water Quality Control Board, and other applicable resource agencies. The contractor remains responsible for complying with all permit conditions and must still secure contractor-level authorizations and approvals before work can proceed. Missed sub-permits, incomplete environmental compliance submittals, or failure to align the contractor's means and methods with permit requirements can create schedule risk and expose the Owner to compliance findings. Clear allocation of permit responsibilities and early verification of contractor obligations are, therefore, critical to maintaining uninterrupted construction operations.

Solution: The UNICO team will develop a permit responsibility matrix at project start that clearly distinguishes agency-held permits, contractor-required permits, and contractor submittals required to satisfy permit conditions. We will coordinate early with the Owner, Designer, and Contractor to confirm all required contractor-level authorizations—such as spill prevention plans, dewatering or discharge approvals, SWPPP coverage, haul or encroachment permits, navigation notices, and environmental compliance work plans—are identified, scheduled, and tracked. Our team will verify that permit conditions are fully integrated into the contractor's work plans and schedule, actively monitor compliance submittals and approvals, and maintain direct coordination to resolve issues quickly, ensuring regulatory requirements are met while protecting the project schedule and the City's interests.

Challenge: Complete removal of existing timber cluster dolphin piles

Existing timber cluster dolphin piles are shown to be completely removed and replaced, but field conditions may prevent full extraction due to deterioration, embedment, or binding in surrounding soils and delta mud. There is a high risk that piles will break or remain partially in place, which can affect replacement work, alignment, and schedule. Without defined contingency approaches, removal operations may experience delays or inconsistent field decisions.

Solution: The UNICO team will proactively coordinate with the contractor and the Designer to review demolition and pile-removal work plans, means and methods, and contingency procedures before work begins. We will verify that the contractor has identified practical fallback strategies—such as sectional extraction, cutting at the mudline, or other specialty methods—and will consult with the Designer in advance regarding acceptable alternatives, including the potential to drill out remaining timber if required. The CM team will ensure these procedures are reviewed, documented, and approved early so field conditions can be addressed efficiently without unnecessary schedule impact.

REFERENCES

1. PROVIDE AT LEAST TWO (2) RELEVANT REFERENCES FOR THE KEY INDIVIDUALS ON THE PROJECT TEAM.
2. THIS SECTION SHOULD PROVIDE A SHORT DESCRIPTION OF THE PROJECT AND YOUR FIRM OR STAFF MEMBERS' ROLE, AND A SPECIFIC CONTACT PERSON WITH PHONE NUMBER.

CARLOS MELENDEZ, RESIDENT ENGINEER

REFERENCE 1: Derek Linsley, Senior Engineer, City of Benicia (707)746-4237
PROJECT: Columbus Parkway – Rose Drive Roadway Improvement Projects
DESCRIPTION: The project adds two continuous through lanes along approximately 700 feet of Columbus Parkway near Rose Drive to increase roadway capacity and improve operational efficiency, supported by associated pavement and striping improvements. These upgrades enhance vehicular circulation and safety while addressing congestion and performance limitations within this key segment of the transportation network.
ROLE: Resident Engineer

REFERENCE 2: Jenna Caldwell, Senior Engineer, Contra Costa Public Works Dept. (925) 313-2020
PROJECT: Danville Boulevard – Orchard Court Complete Streets Improvement Project
DESCRIPTION: The project delivers a modern roundabout at the Danville Boulevard and Orchard Court intersection while transforming the surrounding roadway into a complete street that enhances safety, mobility, and aesthetics. Work includes reconstruction and widening of sidewalks, drainage and utility improvements, new landscaping and electrical systems, pavement reconstruction with slurry seal, and upgraded traffic striping and pavement markings throughout the Alamo area to support safer and more efficient travel for all business patrons, residents, cyclists, and motoring public.
ROLE: Resident Engineer

CRAIG SCHELLENGER, STRUCTURES REPRESENTATIVE

REFERENCE 1: Chuck Pazzi, PE, Structures Representative, Caltrans (530) 409-8103
PROJECT: Caltrans District 3 (59A1103), Paintersville Bridge on SR-160 Retrofit (24-0053), Sacramento, CA
DESCRIPTION: The Paintersville Bridge, a 588-foot, five-span steel movable bascule bridge built in 1923 over the Sacramento River, underwent seismic rehabilitation to address structural deficiencies. The work included strengthening existing abutments and piers; replacing steel plates, gussets, and riveted connections with bolted systems; and constructing seismically enhanced in-water piers using uniquely designed falsework, 9-foot-diameter piles with driven casings, and new dolphins. Project activities included verification of structural layout, formwork, reinforcing steel, and concrete placement; source inspection of steel bridge components; coordination with the U.S. Coast Guard; materials inspection and acceptance; review of plans, specifications, submittals, and RFIs; and support for pay estimates, daily reporting, and quantity tracking.
Role: Assistant Structures Representative

REFERENCE 2: Sara Andreotti, Engineering Assistant, City of Woodland (530) 405-9363
PROJECT: Sports Park Drive Pedestrian Overcrossing, Woodland, CA
DESCRIPTION: The project constructed a bicycle and pedestrian overcrossing of SR-113 along the Sports Park Drive to Farmers Central Road alignment, completing approximately 1,650 feet of shared-use path and improving east–west connectivity to existing bike corridors, the Community Center/Sports Park, and planned development areas. The three-span pedestrian overcrossing is supported on single-column bents founded on driven concrete piles, with work extending into Caltrans right-of-way under an encroachment permit, and included structural inspection, materials quality assurance, review of structural and temporary works submittals, and resolution of construction non-compliance and contract changes.
Role: Structures Representative

PAYUM VOSSOUGH, ASSISTANT RESIDENT ENGINEER

REFERENCE 1: Erica Petersen, Project Manager, Port of San Francisco (415) 819-1889
PROJECT: Heron’s Head Park Shoreline Resilience Project
DESCRIPTION: The project consisted of a coastal restoration effort to stabilize the San Francisco Bay shoreline while enhancing wetland and upland habitats in the Bayview–Hunters Point area. The work included construction of temporary access roads to marsh areas; installation of a stabilized gravel-and-sand shoreline reinforced with rock-and-cobble groins and headlands; placement of reclaimed-wood habitat structures and oyster-reef balls; and restoration of all temporary impact areas to pre-construction conditions.
ROLE: Construction Inspector

REFERENCE 2: John Moren, Director of Operations, San Mateo County Harbor District (650) 228-8683
PROJECT: Surfers Beach Pilot Restoration Project
DESCRIPTION: The project involved an in-water coastal restoration effort that used dredged material from Pillar Point Harbor to hydraulically place sand along Surfers Beach to address chronic shoreline erosion caused by intense wave action. The work included dredging operations, hydraulic sand placement for beach nourishment, and fill placement within an eelgrass mitigation area, all in coordination with environmental and coastal regulatory requirements.
ROLE: Assistant Resident Engineer / As-needed Inspector

MIEKO McCUE, INSPECTOR

REFERENCE 1: Michel Cross, Transportation Engineer, Washington State Department of Transportation (WSDOT) – Public Transportation Division (360) 628-6972
PROJECT: 520 Floating Bridge, Seattle-Tacoma, Washington
DESCRIPTION: The SR 520 Floating Bridge and Landings Project involved replacing the aging, four-lane SR 520 floating bridge with a new, six-lane structure across Lake Washington that is designed to better withstand windstorms and waves and includes wider shoulders and a separated path for cyclists and pedestrians. The project also improved the bridge landings and approaches to enhance safety and mobility for all users, and was completed in 2017 as part of the broader SR 520 corridor improvements.
ROLE: Office Engineer / Formwork Superintendent

REFERENCE 2: David Oliger, Pile Driving Superintendent, Kiewit Energy Canada (780) 991-1365
PROJECT: Kearl Lake Oil Sands, Alberta, Canada
DESCRIPTION: The Kearl Oil Sands Project is a major open-pit oil sands development in the Athabasca region near Fort McMurray, Alberta, focused on extracting bitumen from one of Canada's largest oil sands deposits for processing into blended bitumen for transport and refining. The project includes extensive mining, froth treatment facilities, and supporting infrastructure to enable long-term bitumen production and is supported by significant earthworks, module fabrication, and processing facilities delivered over multiple phases.
ROLE: Pile Driving Field Engineer

TOM BELCHER, UNDERWATER INSPECTION

REFERENCE 1: Sugi Loni, Principal, Liftech Engineering (510) 832-5606
PROJECT: Port of Oakland – Substructure Piling Condition Assessment
DESCRIPTION: The project involved oversight of forty-seven (47) field inspection shifts utilizing certified divers and topside inspectors at the Outer Harbor, conducted between February and June 2025.
ROLE: Project Manager/Estimator

REFERENCE 2: David Huffman, Operations Supervisor, Valero Energy Corporation, (707) 745-7723
PROJECT: Benicia Valero Refinery – Crude Oil Dock
DESCRIPTION: Oversee maintenance and field service/repair contract utilizing divers, welders, painters, and engineering support along the entire marine terminal at Carquinez Strait. This contract included dozens of structural repairs to piling, caps, beams, and girders; steel piling corrosion treatments; fender rehabilitation; and inspections conducted between March 2016 and January 2026.
ROLE: Project Manager/Estimator

LEVEL OF EFFORT ESTIMATE

1. Provide a level of effort estimate indicating an estimate of hours to complete the tasks outlined in the Scope above. The estimate should be an itemized staffing breakdown in spreadsheet form, indicating personnel classification and hours for each consultant team member and sub-consultant for each work task.

Level of Effort																						
		UNICO ENGINEERING										URI					GEOCON					
		Carlos Melendez, PE PIC / Resident Engineer	Craig Schellenger, PE Structures Representative	Payum Vassoughi, PE Asst. Resident Engineer	Mason Ciari Office Engineer	Mieko McCue Construction Inspector	Construction Inspector (OT)	Ryan Ming, PLS Surveyor	Staff Party Chief	Staff Rodman	Tom Belcher Principal	Chris Levesque Project Manager	Grant Cooper Superintendent	Dive Tender	Marine Inspection Diver	Principal Engineer	Project Engineer	Field Technician/Special Inspector (PW Grp 2)	Field Technician/Special Inspector (PW Grp 4)	Admin/ Dispatch		
Task #	Task Description	Hours										Hours					Hours					
1	Pre-Construction Services	30	20	30	40	20																
2	During Construction Services	94	80	304	448	820	120	12	24	24	44	58	148	40	40	10	50	222	22	8		
3	Post-Construction Services	16	10	60	80	20																
		140	110	394	568	860	120	12	24	24	44	58	148	40	40	10	50	222	22			

RESUMES

1. Provide summary resumes of key professional personnel (not included in page count)

See Appendix for Key Staff Resumes

PRICING PROPOSAL

1. All Respondents must provide a Pricing Proposal in their submission which identifies a not-to-exceed price for the provision of all Services in this RFP. The Pricing Proposal shall comply with the following requirements:
 - a. **PRICING PROPOSAL.** A not-to-exceed dollar amount for all basic services required, based on the parameters set forth in this RFP. If Respondent believes other parameters are required to provide a not-to-exceed amount, Respondent shall specifically identify them in its Pricing Proposal.
 - b. **REIMBURSABLE EXPENSES.** All reimbursable expenses must be included in the not-to-exceed proposed price.
 - c. **ADDITIONAL SERVICES.** Billing rates for additional services.
 - d. **OVERTIME.** Overtime must be included in Respondent's not-to-exceed proposed price.
 - e. **TRAVEL.** Travel time must be included in Respondent's not-to-exceed proposed price.
 - f. **SIGNATURE.** The handwritten or electronic signature of the Respondent.

<i>TASK 1 – PRE-CONSTRUCTION SERVICES.....</i>	<i>\$26,129.99</i>
<i>TASK 2 – DURING CONSTRUCTION SERVICES.....</i>	<i>\$473,444.35</i>
<i>TASK 3 – UNDERWATER SERVICES</i>	<i>\$29,952.04</i>
<i>OTHER DIRECT COSTS.....</i>	<i>\$10,660.00</i>
TOTAL.....	\$540,183.38

Please see the attached cost proposal for a detailed estimate of hours, rates, and other direct costs.

The proposed not-to-exceed amount includes all basic services, reimbursable expenses, travel time, and overtime as required by the RFP.



Construction Management Services
for
Benicia Marina Breakwater Rehabilitation Project
Project No. 23-14

Cost Proposal

		UNICO ENGINEERING									UNDERWATER RESOURCES, INC.					GEOCON					Total Services
		Carlos Melendez, PE PIC / Resident Engineer	Craig Schellenger, PE Structures Representative	Payum Vossoughi, PE Asst. Resident Engineer	Mason Ciari Office Engineer	Mieko McCue Construction Inspector	Construction Inspector (OT)	Ryan Ming, PLS Surveyor	Staff Party Chief	Staff Rodman	Tom Belcher Principal	Chris Levesque Project Manager	Grant Cooper Superintendent	Dive Tender	Marine Inspection Diver	Principal Engineer	Project Engineer	Field Technician/Special Inspector (PW Grp 2)	Field Technician/Special Inspector (PW Grp 4)	Admin/ Dispatch	
Bill Rate		\$259.33	\$245.06	\$202.27	\$95.95	\$176.99	\$265.48	\$200.33	\$251.55	\$377.32	\$200.00	\$175.00	\$250.00	\$220.00	\$307.50	\$225.00	\$165.00	\$175.00	\$150.00	\$100.00	
Task #	Task Description	Hours									Hours										
1	Pre-Construction Services	30	20	30	40	20					44	58	148	40	40	10	50	222	22	8	\$ 26,126.99
2	During Construction Services	94	80	304	448	820	120	12	24	24											\$ 473,444.35
3	Post-Construction Services	16	10	60	80	20															\$ 29,952.04
		140	110	394	568	860	120	12	24	24	44	58	148	40	40	10	50	222	22	8	\$ 529,523.38

Other Direct Costs	
Lab Testing (Concrete/Grout, Sieve, Sand)	\$ 10,660.00
Total Other Direct Costs	\$ 10,660.00

\$ 540,183.38

DISCRETIONARY SUPPLEMENTAL MATERIALS

1. Respondent may include in its Proposal submittal, on a discretionary basis, other materials that it believes may improve the quality of its Proposal. Respondent must include an explanation of the relevancy of the other materials to the Proposal. Marketing brochures (if applicable to the specific Services for this Project) may be provided as a separate submittal

The attached schedule outlines the anticipated sequencing of contractor activities that the UNICO team will use to verify the Contractor's planning, assumptions, and adherence to the project requirements. While the baseline schedule is the ultimate responsibility of the Contractor, this preliminary schedule may be used to check known constraints, anticipated procurement lead times, and general sequencing.

UNICO understands that construction for this project will commence in late Spring 2026. This preliminary schedule anticipates commencing work in that timeframe, with procurement and the submittal process leading off, followed by a suspension of activities until approximately July 2026. Additional detail has been developed and provided based on the anticipated sequencing of work by the Contractor. Carlos and the CM Team will work with the Contractor to finalize the baseline schedule to accommodate contract requirements, material procurement, and site-specific dependencies, such as tides, access, visibility, and other variables, to meet the target date for completion of physical construction by November 2026. The collaborative effort aims to facilitate efficient project management and timely completion of the structural repairs and improvements.

Because marine construction conditions can change rapidly due to tides, subsurface variability, and access constraints, our approach emphasizes real-time field observation and evaluation, disciplined documentation, and timely communication to prevent minor issues from becoming schedule or claims impacts.

ID	Task Name	Duration	Start	Finish	nd Quarter	4/5	5/24	3rd Quarter	7/12	8/30	4th Quarter	10/18	12/6	1st Quarter
0	BENICIA MARINA BREAKWATER REHABILITATION	178 days	Thu 4/23/26	Mon 12/28/26										
1	CONSTRUCTION CONTRACT	151 days	Mon 5/4/26	Mon 11/30/26										
2	CONSTRUCTION NTP	0 days	Mon 5/4/26	Mon 5/4/26										
3	CONSTRUCTION CONTRACT DURATION	151 days	Mon 5/4/26	Mon 11/30/26										
4	CONSTRUCTION MANAGEMENT	178 days	Thu 4/23/26	Mon 12/28/26										
5	CM Contract Award	0 days	Thu 4/23/26	Thu 4/23/26										
6	TASK 1: Pre-Construction Services	10 days	Thu 4/23/26	Wed 5/6/26										
7	1.1: Review Final Contract Documents	10 days	Thu 4/23/26	Wed 5/6/26										
8	1.2: Facilitate Pre-Construction Conference / Attend Weekly Project Meetings	10 days	Thu 4/23/26	Wed 5/6/26										
9	1.3: Early Stakeholder Coordination (i.e., USACE, RWQCB, BDCD)	10 days	Thu 4/23/26	Wed 5/6/26										
10	TASK 2: During Construction Services	150 days	Thu 5/7/26	Wed 12/2/26										
11	2.1: Project Coordination/Correspondence	150 days	Thu 5/7/26	Wed 12/2/26										
12	2.2: Public Outreach/Partially Active Marina Management	150 days	Thu 5/7/26	Wed 12/2/26										
13	2.3: Construction Inspection Services	150 days	Thu 5/7/26	Wed 12/2/26										
14	2.3.1: Materials Inspections & Testing	150 days	Thu 5/7/26	Wed 12/2/26										
15	2.3.2: Inspector Daily Reports	150 days	Thu 5/7/26	Wed 12/2/26										
16	2.4: Administer Labor and Subcontracting Compliances	150 days	Thu 5/7/26	Wed 12/2/26										
17	2.5: Monitor Project Safety	150 days	Thu 5/7/26	Wed 12/2/26										
18	2.6: Review Project Environmental Documents / SWPPP Compliance / Water Pollution Control Program	150 days	Thu 5/7/26	Wed 12/2/26										
19	2.7: Observe and Document All Construction Activities	150 days	Thu 5/7/26	Wed 12/2/26										
20	2.8: Monitor and Document Corrective Actions	150 days	Thu 5/7/26	Wed 12/2/26										
21	2.9: Prepare Monthly Progress Pay Estimates and Quantity Verification	150 days	Thu 5/7/26	Wed 12/2/26										
22	2.10: Schedule Management Meetings and Reports	150 days	Thu 5/7/26	Wed 12/2/26										
23	2.11: Coordinate/Assist in Reviewing RFIs and Submittals	150 days	Thu 5/7/26	Wed 12/2/26										
24	2.12: Change Order Management	150 days	Thu 5/7/26	Wed 12/2/26										
25	2.13: Prepare Monthly Status Reports	150 days	Thu 5/7/26	Wed 12/2/26										
26	TASK 3: Post-Construction Services	18 days	Thu 12/3/26	Mon 12/28/26										
27	3.1: Prepare Punch List and Verify Completion	5 days	Thu 12/3/26	Wed 12/9/26										
28	3.2: Obtain Final As-Builts	18 days	Thu 12/3/26	Mon 12/28/26										
29	3.3: Prepare Final Progress Pay Estimate	18 days	Thu 12/3/26	Mon 12/28/26										
30	3.4: Consolidate All Final Documentation into Closeout Package	18 days	Thu 12/3/26	Mon 12/28/26										
31	CONSTRUCTION ACTIVITIES	150 days	Mon 5/4/26	Mon 11/30/26										
32	Long-Lead Procurement	110 days	Mon 5/4/26	Fri 10/2/26										
33	Sheet Pile	40 days	Mon 5/4/26	Fri 6/26/26										
34	Precast Pile	60 days	Mon 5/4/26	Fri 7/24/26										
35	Tidal Gate	110 days	Mon 5/4/26	Fri 10/2/26										
36	Submittals	30 days	Mon 5/4/26	Fri 6/12/26										
37	Work Plans/SWPPP	30 days	Mon 5/4/26	Fri 6/12/26										
38	Permits	30 days	Mon 5/4/26	Fri 6/12/26										
39	Above-Water Work	46 days	Mon 6/15/26	Mon 8/17/26										
40	Land Mobilization & Staging Area Setup	3 days	Mon 6/15/26	Wed 6/17/26										
41	Temporary Access Platforms & Construction Signage	3 days	Thu 6/18/26	Mon 6/22/26										
42	Stormwater Pollution Prevention Plan (SWPPP) BMPs	5 days	Tue 6/23/26	Mon 6/29/26										
43	Survey Control & Layout	5 days	Tue 6/30/26	Mon 7/6/26										
44	Selective Structure Demolition (i.e., Concrete Spall Removal)	15 days	Tue 7/7/26	Mon 7/27/26										
45	Repair Pile Caps and Install Anodes (Above-Water Elements)	15 days	Tue 7/28/26	Mon 8/17/26										
46	In-Water Work	95 days	Wed 7/1/26	Tue 11/10/26										
47	2026 In-Water Work Start	0 days	Wed 7/1/26	Wed 7/1/26										
48	Marine Equipment Mobilization	2 days	Wed 7/1/26	Thu 7/2/26										
49	Turbidity Control (i.e., Silt Curtain)	2 days	Fri 7/3/26	Mon 7/6/26										
50	Selective Structure Demolition (i.e., Sheet Piles & 12" Precast Piles)	15 days	Tue 7/7/26	Mon 7/27/26										
51	Install New Sheet Pile Sections	8 days	Tue 7/28/26	Thu 8/6/26										
52	Layout for New 12" & 24" Precast Piles	2 days	Fri 8/7/26	Mon 8/10/26										
53	Pile Driving / Cut Piles to Design Elevation	8 days	Tue 8/11/26	Thu 8/20/26										
54	Timber Cluster Dolphin Replacement (x2)	10 days	Fri 8/21/26	Thu 9/3/26										
55	Repair Piles	5 days	Fri 9/4/26	Thu 9/10/26										
56	F/P Concrete Pile Caps (Including Rebar Installation)	5 days	Fri 9/11/26	Thu 9/17/26										
57	Repair Pile Caps and Install Anodes (In-Water)	15 days	Fri 9/18/26	Thu 10/8/26										
58	Install Structural Steel Walers	5 days	Fri 10/9/26	Thu 10/15/26										
59	Sheet Pile to Concrete Cap Connections	5 days	Fri 10/16/26	Thu 10/22/26										
60	Sheet Pile to Waler Connections	5 days	Fri 10/23/26	Thu 10/29/26										
61	Install Fiber Reinforced Polymer (FRP) Pile Caps	5 days	Fri 10/30/26	Thu 11/5/26										
62	Reinstall Existing "No Wake" Sign and Security Gate	3 days	Fri 11/6/26	Tue 11/10/26										
63	Tidal Gate Work	20 days	Mon 10/5/26	Fri 10/30/26										
64	Existing Tidal Gate Removal	5 days	Mon 10/5/26	Fri 10/9/26										
65	New Tidal Gate Installation	10 days	Mon 10/12/26	Fri 10/23/26										
66	Tidal Gate Testing & Commissioning	5 days	Mon 10/26/26	Fri 10/30/26										
67	Environmental Restoration & Site Cleanup	5 days	Wed 11/11/26	Tue 11/17/26										
68	Final Site Walkthrough/Prepare Punchlist	1 day	Wed 11/18/26	Wed 11/18/26										
69	Complete Punchlist Items	5 days	Thu 11/19/26	Wed 11/25/26										
70	Demobilization	1 day	Thu 11/26/26	Thu 11/26/26										
71	Project Completion & Acceptance	0 days	Mon 11/30/26	Mon 11/30/26										

MISCELLANEOUS PROCEDURES

1. Proposals submitted by partnerships must be signed with the partnership name, followed by the signature and designation of the partner signing. Proposals submitted by corporations must be signed with the legal name of the corporation followed by the name of the state of incorporation. Two signatures are required for corporations, as follows: the signature of the president, the chair of the board or any vice president AND the signature of the secretary, any assistant secretary, the chief financial officer or any assistant treasurer of the corporation. The name of each signatory must be typed below the signature names.

Not applicable

2. City may interview any or all of the client references provided by Respondent. Submittal of a Proposal constitutes Respondent's consent for City to conduct reference checks and reasonable investigation of all information provided by Respondent.

Reference contact information provided in previous section.

3. All Proposals and accompanying documentation submitted by Respondents become the property of City and, except as otherwise provided in this RFP, will not be returned.

Acknowledged

Years of Experience:

Total: 26 years
With UNICO: 6 years

Education:

MS, Civil Engineering, San Jose State University (2011)
BS, Civil Engineering, California Polytechnic State University, San Luis Obispo (2000)

Registration:

Professional Engineer - CA
#C67534 (2005)

Certifications:

ASCE Soil and Rock Slope Stability
Caltrans Resident Engineer Academy
USACE Construction Quality Management Training

Affiliations:

ACE Mentor Program of America
American Public Works Association
American Society of Civil Engineers
Construction Management Association of America
Engineers without Borders

Mr. Melendez is a licensed engineer and an experienced construction project manager. He has worked for both construction management firms and Contractors to deliver infrastructure projects, including roadway, structures, BART track, systems and support facilities. Carlos has extensive knowledge of project and contract management, including managing budgets, developing schedules, client, Contractor, subconsultant coordination and public outreach. He is experienced in all aspects of projects delivery, including submittal reviews, RFIs, certified payroll, processing progress payments and preparation and negotiation of change orders and claims.

Experience:

Columbus Parkway-Rose Drive Improvements, Benicia, CA

Resident Engineer. This project improves operations at the intersection of Columbus Parkway and Rose Drive. The improvements increase capacity for westbound Columbus Parkway and provide two through lanes, a designated right turn lane, a bike lane, median reconstruction, slurry seal and paving, planting and irrigation, and sidewalk. The widening requires the extension of the storm drain culvert under Columbus Parkway and construction of a retaining wall. Responsible for project management, resident engineering services, field inspection, and public outreach.

Danville Boulevard/Orchard Court Complete Streets, Contra Costa County, CA

Resident Engineer. The \$2.7 million highway safety improvement project constructs a roundabout at the Danville Boulevard and Orchard Court intersection in Alamo. It includes ADA-compliant curb extensions, curb ramps, entry medians, roadway slurry seal and restriping, drainage adjustments, utility relocations, landscaping, and electrical work. Traffic staging provides access to public roads and driveways during construction, while existing Class 2 bike lanes remain open to support high bicycle traffic in the area. Responsible for project management, resident engineering services, field inspection, and public outreach.

2025 Citywide Pavement Rehabilitation and Bicycle and Pedestrian Improvements, Benicia, CA

Resident Engineer. The project improves Military West from First Street to Mary Farmer Elementary with pavement treatments, striping, and frontage work between West 3rd and West 5th.

Pedestrian upgrades at five intersections include bulb-outs, RRFBs, high-visibility crosswalks, and ADA curb ramps. Responsible for project management, resident engineering services, and public outreach.

Wohler Road Bridge Rehabilitation over Russian River, Sonoma County, CA

Project Manager. This HBP federally-funded project includes rehabilitating the 1922-era bridge to meet modern seismic standards. The project involves seismically retrofitting the existing bridge footings and includes strengthening the existing pier caps and abutment walls, replacing the existing bridge bearings, and replacing the concrete bridge deck. In addition, the project strengthens the existing bridge abutments and pier foundations by installing 48-inch diameter CIDH piles. Responsible for contract management, staffing resources, and client relations.

Chiles-Pope Valley Road Bridge Replacement, Napa County, CA

Project Manager. This federally funded HBP project replaces the spalling and delaminating bridge structure while decreasing span interference, allowing for increased Creek channel width and greater capabilities for containing peak flows. The project also includes a temporary stream diversion, construction of four soldier pile concrete retaining walls, extensive traffic control via one-lane of traffic and temporary traffic signal, as well as full road closure and detour. Responsible for contract management, staffing resources, and client relations.

San Pablo Dam Road and Bailey Road Signal Hardware Upgrades, Contra Costa County, CA

Resident Engineer. As part of the Contra Costa County On-Call task orders assignments, this \$955K project consists of updating signal hardware including the installation of Advanced Dilemma Detection Zone systems, improvement made to pedestrian crossing signal hardware, installation of LED signal lights, and retroreflective backplates at nine intersections on San Pablo Dam Road between El Portal Drive and Castro Ranch Road and two intersections on Bailey Road from Willow Pass to Canal Road. Responsible for coordination between Contractor and utility companies, as well as reviewing construction sequencing plans and responding to RFIs.

Years of Experience:

Total: 18 years
With UNICO: 4 years

Education:

BS, Civil
Engineering, California
State University,
Sacramento (2010)

Registration:

Qualified SWPPP
Developer/ Practitioner
(QSD/P) - CA #27476
(2021)
Professional Engineer - CA
#C84746 (2015)

Certifications:

ACI Concrete Grade 1 -
01382830
Caltrans Resident Engineer
Academy
PCI Level 1 and 2

Affiliations:

American Society of Civil
Engineers

Mr. Schellenger's background includes new construction of cast-in-place, post-tensioned, pre-stressed box girder bridges; pre-cast, pre-tensioned pre-stressed girder bridges; large diameter CIDH piles; retaining walls; ground anchor walls; utility relocations; and roadway construction. Craig's experience serving in the role of Resident Engineer includes enforcing project contract specifications, timely payments of progress pay estimates with handling quantities of contract work, drafting contract change orders, reviewing and authorizing submittals and RFIs, coordination of materials testing and sampling, and communication and coordination among stakeholders. His work ethic includes a focus on safety with the goal of maintaining organized project records and project sites by having a strong grasp of the contract special provisions and Caltrans standard specifications.

Experience:

Caltrans District 3 (59A1103), Paintersville Bridge on SR-160 Retrofit (24-0053), Sacramento, CA

Assistant Structures Representative. The Paintersville Bridge, built in 1923, is a 588-foot long, 5-span steel movable bascule that crosses the Sacramento River. The bridge was deemed seismically deficient, and the project required strengthening the existing abutments and piers along with replacing steel plates and gussets with stronger ones and replace rivets with bolted connections. Point of interest for this project required uniquely designed and construction of in-water falsework to construct and pour seismically enhanced piers with 9-ft diameter piles requiring in-water driven casings and installation of new dolphins. Verified structure layout, formwork, rebar layout, and concrete placement process, source inspection for steel bridge components. Other work involved contract plan and specification review, coordination with the United States Coast Guard, materials inspection and acceptance, submittal review and response, provided RFI review and response, assisted with monthly pay estimates, preparation of daily reports, and monthly item quantity calculations.

Caltrans District 3 (59A1103), Beach Lake Bridge Widening (24-0256), Sacramento County, CA

Assistant Structures Representative. The project required closing a 40-foot width between two existing bridge structures by constructing a pre-cast concrete girder bridge supported by 13 concrete pier caps built on 84 18-inch pre-cast, pre-stressed

concrete piles with pile extensions. The bridge consisted of 11 spans measuring approximately 577 feet in total length and was supported on reinforced concrete end-diaphragm abutments at each end. A temporary creek diversion system was used to mitigate in-water work. Responsibilities included verifying structure layout and deck grades, formwork, rebar layout, and the concrete placement process, as well as taking concrete cylinder samples. Additional work involved reviewing contract plans and specifications, inspecting and accepting materials, reviewing and responding to submittals and RFIs, assisting with monthly pay estimates, preparing daily reports, and calculating monthly item quantities.

Sports Park Drive Pedestrian Overcrossing, Woodland, CA

Structures Representative. This \$5.4M project constructed a bicycle/pedestrian crossing over SR-113, including approximately 1,650 feet of lighted pedestrian/bicycle path, as well as ADA compliant pathways enabling residents to access the existing north/south bike lane corridors throughout the City. The pedestrian overcrossing structure consists of three spans supported on single column bents founded on driven steel piles with only one column located in the median of the highway and the adjacent column and abutment located outside of Caltrans right-of-way, as well as decorative accents. Part of the project is located within Caltrans right-of-way and work was completed under an encroachment permit. Responsible for structures inspection, issuing field directives and non-compliance reports, responding to NOPCs, resolving disputes, resolving and issuing CCOs, as well as submittal reviews, including temporary works, pile handling, and structural concrete; and materials quality assurance.

Foresthill Bridge Seismic and Paint Retrofit, Placer County, CA

Assistant Resident Engineer/Structures Inspector. The Foresthill Bridge is a long span steel truss bridge that crosses the north fork of the American River and connects the cities of Auburn and Foresthill approximately 730-feet above the riverbed. Responsible for inspecting structural tie downs, concrete deck pours, abutment anchors, reinforcing steel, bridge demolition, and structural steel placement, and preparing daily reports and monthly item quantities for California's famously tallest bridge.

Years of Experience:

Total: 13.5 years
With UNICO: 1 year

Education:

MS, Geotechnical
Engineering, University of
California, Davis (2012)
BS, Civil
Engineering, University of
California, Davis (2011)

Registration:

Professional Engineer - CA
#94029 ()

Certifications:

Caltrans Resident
Engineer's Academy – CA
Confined Space Entry
Training
CPR/AED & Standard First
Aid Training
OSHA 30-Hr Training

Mr. Vossoughi is a licensed civil engineer with experience in geotechnical and construction engineering. His past projects have ranged from roadway infrastructure to water-adjacent construction, erosion control, and geotechnical risk mitigation. He has performed engineering for structures in areas susceptible to liquefaction and/or slope instability, including large-scale commercial developments supported on deep foundation elements and/or soils that have received some form of ground improvement. Payum brings direct experience coordinating with multiple public agencies, environmental stakeholders, and contractors to support safe construction, quality control, and compliance on complex infrastructure.

Experience:

Surfers Beach Pilot Restoration Project, Half Moon Bay, CA
Office Engineer. Payum supported delivery of the Surfers Beach Pilot Restoration Project in Half Moon Bay, California. The project consisted of an in-water coastal restoration effort utilizing dredged material from Pillar Point Harbor to nourish Surfers Beach with hydraulically placed sand to address chronic shoreline erosion from intense wave action. Payum closely collaborated with the overseeing agency, San Mateo County Harbor District (SMCHD), and primarily performed Office Engineer-related construction management services during active marine operations, including contract administration, submittal and RFI review and coordination, pay quantity tracking, change management support, permit compliance documentation, and maintenance of project records and as-built documentation. Responsibilities also included coordination with the Contractor (Vortex), the Design/Environmental team (ESA), and project stakeholders, including the County's Parks Department. Additionally, Payum provided intermittent field oversight of fill placement for the Eelgrass Mitigation Area, along with dredging and hydraulic placement.

Heron's Head Shoreline Resilience, San Francisco, CA

Construction Inspector. Payum served as a Construction Inspector for the Heron's Head Park Shoreline Resilience Project, a coastal restoration effort focused on stabilizing the Bay shoreline and enhancing wetland and upland habitats in the Bayview–Hunters Point area of San Francisco. The project included construction of temporary access roads to marsh areas; installation of a stabilized shoreline using coarse sand and gravel reinforced with rock and

cobble groynes and headlands; placement of reclaimed-wood habitat structures and oyster reef balls; and restoration of all temporary impact areas to pre-construction conditions. Payum inspected the installation of the gravel beach, shoreline rock features, and habitat elements along the south shoreline, and closely coordinated with the marine Contractor (Dixon Marine Services) and the Design/Environmental team (ESA) to verify conformance with contract documents, environmental requirements, and the design intent. Experience reflects hands-on inspection of shoreline and tidal marsh restoration work, with a focus on constructability, environmental compliance, and long-term erosion reduction.

Ocean Beach Sand Backpass Protection Project, San Francisco, CA
Construction Inspector. Payum provided construction inspection services to the Ocean Beach Sand Backpass Project, which included daily oversight, inspection, quantity tracking, and coordination between all stakeholders such as communication with the public and news media. He served as Construction Inspector for the transport of sand, placement of sandbags along the coast to mitigate areas of severe erosion, and installation of imported coarse sand to serve as a stable wind resistant cap. The project required close monitoring of traffic control and other safety measures to protect public safety during construction. The project was intended to protect SFPUC assets such as the Lake Merced Transport Tunnel from the impacts of severe storms, waves, and tides. The project required close coordination with the National Park Service, SF Park and Rec, SFMTA, and San Francisco Zoo.

Jepson Parkway Phase 2, Vacaville, CA
Assistant Resident Engineer. This \$24M project includes the one mile reconstruction and widening of Leisure Town Road from two lanes to four lanes between Elmira Road and Ulatis Creek. In addition, the project features the installation of two new traffic signals; new multi-modal pathway; as well as significant non-potable water, sanitary sewer with the construction of an 84-inch sewer manhole, and storm drain utility improvements which require deep excavation and shoring. This project also installs 28 Filterra stormwater units for connection to existing storm drain infrastructure.

Years of Experience:

Total: 18 years
With UNICO: 1 years

Education:

BS, Structural
Engineering, University of
California, San
Diego (2008)

Certifications:

40-Hour RWP
OSHA 30-Hour

Ms. McCue has joined UNICO as a Construction Inspector bringing 18 years of experience providing in-depth knowledge of the technical and practical applications of construction and project delivery in both the vertical and horizontal environments. Most recently, Mieko worked as a Principal Construction Engineer at BART where she was responsible for overseeing capital improvement construction projects, including field installation, testing, final inspection, and acceptance for civil infrastructure, trackage, structures, electrical systems, mechanical systems, train control, traction power, and communication systems.

Experience:

520 Floating Bridge, Seattle-Tacoma, WA

Office Engineer/Formwork Superintendent. The SR 520 Floating Bridge and Landings Project involved replacing the aging, four-lane SR 520 floating bridge with a new, six-lane structure across Lake Washington that is designed to better withstand windstorms and waves and includes wider shoulders and a separated path for cyclists and pedestrians. The project also improved the bridge landings and approaches to enhance safety and mobility for all users, and was completed in 2017 as part of the broader SR 520 corridor improvements.

Kearl Lake Oil Sands, Alberta, Canada

Pile Driving Field Engineer. The Kearl Oil Sands Project is a major open-pit oil sands development in the Athabasca region near Fort McMurray, Alberta, focused on extracting bitumen from one of Canada's largest oil sands deposits for processing into blended bitumen for transport and refining. The project includes extensive mining, froth treatment facilities, and supporting infrastructure to enable long-term bitumen production and is supported by significant earthworks, module fabrication, and processing facilities delivered over multiple phases.

Dry Creek Road Bridge Replacement, Napa County, CA

Construction Inspector. This project replaces the century-old structurally deficient and functionally obsolete Dry Creek Road Bridge in Napa County. Located 0.8 miles west of Mt. Veeder Road, the new 80-foot long, 32-foot wide concrete slab bridge is being constructed approximately 150-feet south of the existing structure to eliminate a tight dangerous curve in Dry Creek Road. The project also replaces 900-feet of roadway to straighten the approach along this mountainous route that connects Napa and

Sonoma valleys. UNICO is providing structures construction inspection and construction staking services.

Highway 49 Wastewater Capacity Improvements Phase 1, Placer County, CA

Construction Inspector. This \$10.8M project improves the wastewater handling capacity for the Highway 49, Auburn Ravine, and DeWitt trunk lines. These capacity improvements are critical to future development proposed in the North Auburn area. The project includes installation of 8,300-feet of 24-inch sewer force main on Richardson Drive, Quartz Drive, and Park Drive; construction of five new sewer manholes; installation of approximately 500-feet of new 30-inch pipeline to replace the existing 21-inch line along Joeger Road east to Richardson Drive; odor control systems at the existing Auburn Ravine Lift Station; and ancillary roadway work.

Fifty-four (54) years of domestic/international offshore oilfield, coastal and inland, heavy civil engineering commercial diving and marine construction experience. Experienced in planning, preparations & execution of methodologies conducting underwater inspections, repairs/rehabilitation, and new marine construction projects. Proficiencies include job costing, bid estimation, technical report writing, constructability/safety review; development of construction means & methods, BMPs, and submittals of operations & procedures manuals. Experience using shallow and deep-water dive equipment, with field operations skills conducting and supervising all modes of manned diving, sonar imaging and remote video inspections using ROVs and 1ATM suits. Additional operations/maintenance experience of PVHO diving/saturation/life support systems, UW rigging/power tools, video/still photography & sonar imaging, NDT, demolition, dredging/excavation, UW welding/cutting, layout, fabrication & concrete placement.

PROFESSIONAL CERTIFICATIONS / ACCREDITATION:

San Jose State University San Jose, CA - BA Degree, Political Science, 1971; Santa Barbara Community College Santa Barbara, CA - AS Degree, Marine Technology, 1973; ASNT Level II UT Certification (1998); Red Cross 1st Aid/CPR (Current); CSLB Contractor (CA #639975 - 3/31/26, NV #67863 - 2/28/27)

Memberships/Affiliations:

Association Diving Contractors (ADCI); American Welding Society (AWS); United Contractors (UCON), Association of State Dam Safety Officials (ASDSO) / CA Water Environment Association (CWEA), American Council of Engineering Companies (ACEC) / Society of Port Engineers, San Francisco / Former Assn. General Contractors (AGC) SF/East Bay BOD, SF City/County & Port of Oakland Liaison American Bureau of Shipping (ABS) / Det Norske Veritas (DNV) – External Hull and UT Examiners

PUBLICATIONS:

CIVIL ENGINEERING, May 1991: *"DISTANT EYES: Utilization of Remotely Operated Vehicles for Hazardous Long Tunnel Inspections"*; HYDRO-REVIEW, Spring, 1986: *"UNDERWATER REPAIRS: The Choices and Limitations"*; ADCI Underwater Intervention 2002: *"Commercial Diving in Confined Spaces"* Technical papers presented and published for ADCI, ASDSO, PPI and EPRI conferences & meetings.

PROFESSIONAL EXPERIENCE:**1982-Present Underwater Resources, Inc. – San Leandro, California**

CEO/President: Responsible for operations including bid preparation, planning, equipment procurement and field services; consultation and planning on all marine related projects involving diving/technical personnel; PM for major marine construction and piling/pipeline inspection, repair and new construction projects; oversee ABS/DNV/USCG commercial vessel UWILD/AHE programs; develop/test long tunnel remotely operated vehicle (ROV) operations/video inspection systems; cost estimation, proposal writing and client marketing services; supervision of shop and field personnel; specify & procure job materials & new equipment; business development/marketing responsibilities include technical report writing & trade journal articles, trade show displays/presentations of service capabilities at industry conferences with public speaking communication skills to professional groups. Geographic areas for projects include North & Central Americas and Pacific Rim countries including Guam, Saipan, and South Korea.

1981 Solus Ocean Systems - Santa Barbara, California

Supervisor: Shift supervisor for deep water operations to 500fsw on sub-sea oil well-head completion project for Phillips Petroleum, offshore Abidjan, Côte d'Ivoire (West Africa). Direct & supervise (12) personnel performing subsea maintenance/construction with operation of saturation diving equipment.

1980-1981 Martech International, Inc. - Santa Barbara Channel, California

Supervisor/Diver: Saturation diving operations to 500fsw depth for Exxon, USA first West Coast SALM buoy installation. Perform initial SALM inspection/construction dives connecting upper & lower SALM sections before towing/installation and oversee installation/testing of six-man saturation system onboard barge; develop project safety/pre-dive procedures. *Gas Diving:* Complete (5) pipeline spool installations in 11 days (with single diving partner) for Union Oil Company, Ventura, CA diving to 210fsw. Perform cold-water dam gate repairs for PG&E utility (El. 2000') with gas dives to 275ffw depths. *Air Diving:* Routine offshore oil platform maintenance services; inspection and repairs of sanitary outfall pipelines; rehabilitation of coastal structures with diving to 220fsw depth.

1978-1981 Treen's Commercial Diving Company, Ventura, California

Diver: Performed inspection, repair and maintenance dives on offshore oilfield platforms, utilities, and cooling water facilities; air dives to 175 feet and surface-gas diving to 270 feet on Chevron production platform; sub-sea wellhead abandonment for Texaco; substrate inspection of chemical ponds to locate fracture in plan epoxy repair. Rack Operator on gas bounce dives to 300' in Santa Barbara Channel.

1979-1980 Taylor Diving and Salvage Company - Ventura, California

Supervisor/Diver: Supervise dive personnel and performed dives to 143 feet for power cable repair on offshore oil production platform installation; conduct air dives to 170 feet for riser, spool piece installations and pipeline crossing installations; supervision & diving for airlifting/dredge/jetting operations.

1978-1979 Infabco Diving Services, Ltd. - Aberdeen, Scotland

Superintendent: Converted two-man bell bounce hyperbaric dive system into six-man saturation system and directed completion and installment on GULNARE semi-submersible drill rig for construction support. Diving Superintendent for (2) independent operating 6-man saturation systems, responsible for crew of (54) personnel with (12) divers under pressure/working concurrently. Coordinated U/W inspection & diving maintenance operations for BNOC/Thistle "A" Platform for anode installation, NDT, new construction, video/still photographic documentation with dives to 530fsw depth in year-round North Sea conditions.

1978 (Summer) Taylor Diving and Salvage Company - Belle Chase (New Orleans), Louisiana

Diver: Performed pipeline construction and high-pressure pipe flange-connections using hydraulic bolt stretch/tensioners off Jet Barge No. 331 with surface gas dives to 280fsw depths for O.G.N.C. in Mumbai (Bombay), India. Evaluated/certified as proficient in U/W burning and cutting of mild steel plate to 2" thick.

1977-1978 Solus Ocean Systems - Santa Barbara, California

Diver/Marine Technician: Perform air diving to 180fsw depths, tending/deckhand functions aboard *D.B. SAMPSON*, Santa Barbara Channel, CA. Conduct underwater repairs & inspections of offshore production platform jackets from drill ships/work boats, working for power utilities (PG&E and SCE) on dams and pipelines. Utilized all types of commercial dive equipment including light and heavy gear, SCUBA Bell Bounce systems. Subcontracted to perform deckhand services with *Clean Seas* for offshore oil-spill clean-up exercises; experienced in operations for conventional oil spill containment & recovery.

1974-1976 Sub Sea International, Inc. - Aberdeen, Scotland & New Orleans, Louisiana

Diver/Saturation Technician: Saturation diving to 420fsw depth on derrick barges, semi-submersible drill rigs and work boats; bell bounce dives to 390fsw, surface-supplied gas dives to 240fsw & air dives to 200fsw depths. Perform offshore oilfield marine construction during year-round North Sea conditions (24/7 x 300 days per year) installing (4) offshore production platforms (BP Forties Field); dive tasks to flange-up 24" to 36" Ø spool, riser & pipeline installations/subsea connections. Pile stabbing/grouting, UW rigging/cutting for excess platform mass removal; pile guides/braces demo/recovery; nondestructive testing (UT/MT/CP) and video/still camera documentation. Rack Operator/Life Support Technician for 6-man saturation system technician for (3) North Sea diving saturation systems. Performed shallow air diving and tending in Gulf of Mexico for offshore oilfield pipeline and platform inspection, repair, hand-dredging and construction, shop technician, metal fabrication and saturation system pipefitting.

1973-1974 J. Ray McDermott, Inc. - Harvey, Louisiana

Tender/Saturation Technician: Offshore apprenticeship as Dive Tender and shop training as 2nd Class pipefitter and welding support during layout of fabrication and assembly of (2) 1000-feet depth capability portable 6-man saturation systems; performed ongoing maintenance and repair of *Dick Evans* saturation and pipe-alignment systems. Worked 1973 summer season as a Dive Tender and deckhand with ex-convict dive school graduates onboard derrick, lay and jet barges; received training & experience in safe handling, use and maintenance of underwater hydraulic power tools, cutting/burning torches, jet sleds and surface-supplied air and gas diving equipment including decompression chamber operations.

1971-1972 Cal Dive, Inc. - Santa Barbara, California

Tender/Marine Technician: Part/full-time work & training with local commercial diving service company during trade school studies included dive equipment maintenance as Shop Technician; field experience as Marine Technician/Photographer for installation of coastal shoreline erosion barrier system (*DuraBag*) designed to protect concrete footings on beach beneath Highway 1 Rocky Creek Bridge near Big Sur for CA Department of Transport (*CalTrans*). Erosion protection project work conducted and completed during nighttime shifts over (3) consecutive minus tide cycles for 1972 summer months.

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: Solano

From: (Public Agency): City of Benicia

250 L Street

Benicia CA 94510

(Address)

Project Title: Benicia Marina Breakwater Repairs Project

Project Applicant: City of Benicia

Project Location - Specific:

south of the Benicia Marina, near the address 266 East B Street, Benicia CA 94510

Project Location - City: Benicia

Project Location - County: Solano

Description of Nature, Purpose and Beneficiaries of Project:

This project is to maintain and make repairs to the Benicia Marina Breakwater, including sheet pile replacement and tidal gate replacement. By completing the project, it will ensure the breakwater will continue to protect the Benicia marina for its intended 75-year life span.

Name of Public Agency Approving Project: City of Benicia

Name of Person or Agency Carrying Out Project: Rick Knight

Exempt Status: (check one):

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: 15302. REPLACEMENT OR RECONSTRUCTION (2023)
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

This is a replacement or reconstruction of an existing structure. The structure will be located on the same site, and the replacement structures will have the exact purpose and capacity of the existing structure. This structure is existing and has no expansion of capacity.

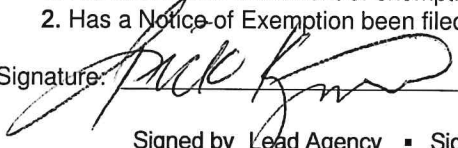
Lead Agency

Contact Person: Rick Knight

Area Code/Telephone/Extension: 707-746-4322

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ■ Yes No

Signature:  Date: 2-14-23 Title: Municipal Project Manager

Signed by Lead Agency ■ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____