

**BENICIA CITY COUNCIL
CITY COUNCIL SPECIAL MEETING AGENDA**

**May 21, 2025
4:00 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 SPECIAL MEETING TO ORDER

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. ADOPTION OF THE AGENDA

7. 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. 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.

- Comments received after 2:00 pm, but before the start time of the meeting will be electronically forwarded to the City Council but will not be posted on the City's website.

8. WRITTEN COMMENT

9. PUBLIC COMMENT

10. BUSINESS ITEM

10.A AWARD OF CONSTRUCTION CONTRACT AND AUTHORIZE A BUDGET

AMENDMENT FOR THE MILITARY WEST PEDESTRIAN BRIDGE
REPLACEMENT AND BARRIER REMOVAL PROJECT

RECOMMENDED ACTION: Adopt a resolution (attachment 1) accepting the bids for the Project, awarding the construction contract (attachment 2) to Leonida Builders, Inc. of Acton, CA, in the amount of \$1,498,706.35, including a 10% construction contingency in the amount of \$149,870.64 for a not-to-exceed amount of \$1,648,576.99, authorizing the Finance Director to execute the necessary budget amendment and authorizing the City Manager to sign the contract on behalf of the City.

[Staff Report - Award of Construction Contract for Military West Pedestrian Bridge Replacement Project](#)

[1. Resolution - Award Contract - Military West Pedestrian Bridge Replacement and Barrier Removal Project](#)

[2. Construction Contract - Leonida Builders, Inc.](#)

11. ADJOURNMENT (4:30 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

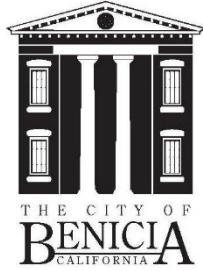
Mayor Steve Young: SYoung@ci.benicia.ca.us

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 – MAY 21, 2025
BUSINESS ITEM**

TO : City Manager

FROM : Public Works Director

SUBJECT : **AWARD OF CONSTRUCTION CONTRACT AND AUTHORIZE A BUDGET AMENDMENT FOR THE MILITARY WEST PEDESTRIAN BRIDGE REPLACEMENT AND BARRIER REMOVAL PROJECT**

EXECUTIVE SUMMARY:

The Military West Pedestrian Bridge Replacement and Barrier Removal Project (Project) consists of constructing a new single span prefabricated steel bridge over Military West at the Mary Farmar Elementary School with reinforced concrete deck supported on reinforced concrete bridge abutments and cast in drilled hole piles, asphalt and concrete pathways, retaining walls, and fencing.

RECOMMENDATION:

Adopt a resolution (attachment 1) accepting the bids for the Project, awarding the construction contract (attachment 2) to Leonida Builders, Inc. of Acton, CA, in the amount of \$1,498,706.35, including a 10% construction contingency in the amount of \$149,870.64 for a not-to-exceed amount of \$1,648,576.99, authorizing the Finance Director to execute the necessary budget amendment, authorizing the City Manager to sign the contract on behalf of the City, and authorizing the Project Manager to sign contract change orders up to the contingency amount.

BUDGET INFORMATION:

A budget amendment is needed to increase expenditure appropriations to the value of the construction contract plus contingency and align support services budgets, including geotechnical, design, and construction management services. There is sufficient fund balance in Fund 534-Pedestrian Bridge for the budget amendments.

BACKGROUND:

On January 31, 2023, a waste collection vehicle, operated by Republic Services, struck the pedestrian bridge across Military West near Mary Farmar Elementary School, severely damaging the structure. Once inspections were concluded, it was determined that the structure was unsafe and was demolished by February 3, 2023.

On December 18, 2023, Council approved procurement of a prefabricated bridge from BCS Fabrication and a Notice of Exemption under the California Environmental Quality Act (CEQA) for the Project. Fabrication of the new bridge is set to begin in early 2025.

On December 17, 2024, the Benicia City Council approved in closed session a settlement agreement with Republic Services where Republic Services has agreed to pay a total amount of \$2.5 million to fund the bridge replacement and related costs.

On February 4, 2025, an Easement Agreement with Benicia Unified School District (BUSD) was approved by Council to dedicate and convey an easement to the City of Benicia for the portion of the new bridge that extends onto District land that includes the northern bridge abutment.

On April 1, 2025, a Project Agreement with BUSD was approved by Council that obligated the City and the District to share in Project responsibilities and obligated BUSD to convey a temporary construction and access agreement to the City for access onto BUSD property to facilitate construction of the Project.

The Project consists of constructing a new single span prefabricated steel bridge over Military West at the Mary Farmer Elementary School, reinforced concrete bridge abutments, Cast in Drilled Hole (CIDH) pier foundations, reinforced concrete deck, segmental retaining wall systems, hot mix asphalt and concrete pathways, fencing, grading and site preparation. Project construction is anticipated to begin by July 2025 and the new bridge is projected to be finished by late 2025.

On May 13, 2025, a total of nine (9) 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	Leonida Builders, Inc. Acton, CA	\$1,498,706.35
2	Kerex Engineering, Inc. Martinez, CA	\$1,598,566.35
3	W.R. Forde Associates, Inc. Richmond, CA	\$1,657,213.00
4	Gordon N. Ball, Inc. Walnut Creek, CA	\$1,759,866.35
5	Minerva Construction, Inc. San Francisco, CA	\$1,782,157.00
6	Granite Rock Company San Jose, CA	\$1,812,532.35
7	Ghilotti Construction Co., Inc. Santa Rosa, CA	\$1,912,213.35

8	Golden State Bridge Benicia, CA	\$1,912,936.48
9	Bobo Construction, Inc. Elk Grove, CA	\$1,952,000.00

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 Leonida Builders, Inc.

Staff recommends that the construction contract be awarded to Leonida Builders, Inc. in the amount of \$1,498,706.35.

Construction management and inspection services for the Project will be provided by Consor PMCM, Inc. through a task order effective January 27, 2025. Construction management services include project administration, documentation, quality assurance, inspection, material testing, public relations, and post-construction close out work.

NEXT STEPS:

Staff recommends awarding this contract to Leonida Builders, Inc. Construction is anticipated to begin by July 2025 and is scheduled to be completed in approximately 80 working days.

ALTERNATIVE ACTIONS:

Council could choose to not award this contract, which would prevent the completion of the Project.

CEQA Analysis	15302(b). REPLACEMENT OR RECONSTRUCTION Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced
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ATTACHMENTS:

1. Resolution – Award Contract - Military West Pedestrian Bridge Replacement and Barrier Removal Project
2. Construction Contract – Leonida Builders, Inc.

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

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA ACCEPTING THE BIDS FOR THE MILITARY WEST PEDESTRIAN BRIDGE REPLACEMENT AND BARRIER REMOVAL PROJECT, AWARDING THE CONSTRUCTION CONTRACT, TO LEONIDA BUILDERS, INC., AUTHORIZING THE CITY MANAGER TO SIGN THE CONSTRUCTION CONTRACT ON BEHALF OF THE CITY, AND AUTHORIZING THE FINANCE DIRECTOR TO EXECUTE BUDGET AMENDMENTS

WHEREAS, the Military West Pedestrian Bridge Replacement and Barrier Removal Project (Project) consists of constructing a new single span prefabricated steel bridge over Military West at the Mary Farmer Elementary School with reinforced concrete deck on reinforced concrete bridge abutments and cast in drilled hole piles, asphalt and concrete pathways, retaining walls and fencing; and

WHEREAS, on April 3, 2025, the Public Works Department made the construction plans and specifications for the Military West Pedestrian Bridge Replacement and Barrier Removal Project for public bidding and advertised for construction bids and nine (9) sealed bids were properly received and opened on May 13, 2025; and

WHEREAS, Leonida Builders, Inc. of Acton, CA was the lowest, responsive, responsible bidder with a bid amount of \$1,498,706.35; and

WHEREAS, the construction budget of the Project is \$1,648,577, which includes the bid amount of \$1,498,706.35 and 10% construction contingency of \$149,870.64; and

WHEREAS, on December 18, 2023, the City Council of the City of Benicia approved this project as categorically exempt under the California Environmental Quality Act (CEQA) pursuant to Section 15302(b) 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 \$1,498,706.35 to Leonida Builders, Inc. of Acton, CA for the Project.

BE IT FURTHER RESOLVED THAT the City Manager is hereby authorized to sign the construction contract on behalf of the City, subject to approval by the City Attorney, and the Project Manager is authorized to sign contract change orders up to the construction contingency amount.

BE IT FURTHER RESOLVED that the Finance Director is authorized to execute budget amendments in Fund 534-Pedestrian Bridge to align expenditure appropriations with construction and support services contracts.

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 21st day of May 2025 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 **21st** day of **May, 2025**, by and between **Leonida Builders, Inc.** whose place of business is located at **32023 Crown Valley Road, Acton, CA 93510 (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. **25-XX** adopted on the **21st** day of **May, 2025** awarded to Contractor the following Contract:

MILITARY WEST PEDESTRIAN BRIDGE REPLACEMENT AND BARRIER REMOVAL PROJECT

at CITY OF BENICIA

PROJECT NUMBER 23-04

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 the following Contract Sum **\$1,498,706.35** 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 Commencement of Work Scope

- A. Contractor shall commence balance of Work on the date and the scope established in the Notice to Proceed (**Commencement Date**).
- B. Owner reserves the right to modify or alter the Commencement Date.

1.04 Completion of Work

- A. Contractor shall achieve Substantial Completion of entire Work Scope within 65 Days from the Commencement Date..
- B. Contractor shall achieve Final Completion of the entire Work 80 Days from the Commencement Date indicated by the Notice to Proceed.

ARTICLE 2 – PROJECT REPRESENTATIVES**2.01 Owner’s Project Manager**

- A. Owner has designated **Neil Leary**, 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 **Panagiotis Leonida** 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>
_____	_____
_____	_____
_____	_____

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 Four Thousand dollars (\$4,000.00) for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.
- B. As liquidated damages for delay Contractor shall pay Owner Nine Hundred and Fifty dollars (\$950.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.
- C. As liquidated damages for shutdown or process outages in excess of the time limits defined in Section 01 1140 Work Sequence and Constraints, Contractor shall pay Owner Nine Hundred and

Fifty dollars (\$950.00) for each hour that expires after the time specified, until facility is fully operational or operational to the extent within the Contractors control.

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 – CONTRACT DOCUMENTS

4.01 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	Agreement and Release of Claims
Document 00 6536	Guaranty
Document 00 7200	General Conditions
Document 00 7316	Supplementary Conditions – Insurance and Indemnification
Document 00 7324	In-Use Off-Road Diesel-Fueled Fleets Regulation
Document 00 7380	Apprenticeship Program
Document 00 9113	Addenda
Document 00 0115	Drawings and Technical Specifications as listed
Document	Project Manual including Appendices
Document	City of Benicia Engineering Design Standards and
Standard Plans	
Document	2024 State Standard Specifications

4.02 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 5 – MISCELLANEOUS

5.01 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.

5.02 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.

5.03 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.

- 5.04** 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.
- 5.05** 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.
- 5.06** 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.
- 5.07 ASSUMPTION OF PROCUREMENT CONTRACT**
- Bid item No. 33 Pedestrian Bridge Superstructure requires an "Assumption of Procurement Contract", The Procurement Contract to be assumed under this Agreement is attached as Appendix to the Project Manual. The contractor acknowledges and agrees to assume the transfer and ownership of all liabilities, obligations, and claims that currently exist or may in the future regarding the Assignment. As of the Contract Effective Date, the Contractor agrees to comply with all terms, make all payments, and preform all the conditions, covenants, and any other duties as part of the Assignment.

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

CITY OF BENICIA:

By: _____
City Manager

APPROVED AS TO CONTENT:

By: _____
City Engineer

APPROVED AS TO FORM:

By: _____
City Attorney

CONTRACTOR:

Name: _____

By: _____
(Signature)

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

By: _____
(Signature)

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

1099 INFORMATION:

Contractor Taxpayer I.D. No.: _____

Incorporated: ☐ Yes ☐ No

END OF DOCUMENT

PROJECT PLANS FOR:
**MILITARY WEST PEDESTRIAN BRIDGE REPLACEMENT
AND BARRIER REMOVAL PROJECT**

TO BE SUPPLEMENTED BY CALTRANS STANDARD PLANS AND STANDARD SPECIFICATIONS DATED 2024 AND THE LATEST VERSION OF THE CITY OF BENICIA STANDARD PLANS.

CITY OF BENICIA PROJECT NO. 23-04

FOR THE
CITY OF BENICIA
COUNTY OF SOLANO

DSA FILE No. 48-2
DSA APPLICATION No. 02-122944
MARY FARMAR ELEMENTARY SCHOOL
901 MILITARY WEST

