BENICIA CITY COUNCIL
CITY COUNCIL MEETING AGENDA

July 1, 2025
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**

6.A MAYOR'S OFFICE HOURS

RECOMMENDED ACTION: Mayor Young is maintaining an open office on the first and third Mondays of the month (except holidays) in the Mayor's office of City Hall from 4:30 to 6:00 p.m. No appointment is necessary. Other meeting times may be scheduled through City Hall by calling 707-746-4200.

7. **PROCLAMATIONS**

8. **APPOINTMENTS**

8.A MAYOR'S APPOINTMENT OF BRETT NELSON TO THE INDUSTRIAL SAFETY CITIZEN OVERSIGHT COMMISSION
Resolution - Brett Nelson - Industrial Safety Citizen Oversight Commission

8.B MAYOR'S APPOINTMENT OF BRYAN ROBINSON TO THE INDUSTRIAL SAFETY CITIZEN OVERSIGHT COMMISSION
Resolution - Bryan Robinson - Industrial Safety Citizen Oversight Commission

8.C MAYOR'S APPOINTMENT OF COOPER MINETTI TO THE INDUSTRIAL

SAFETY CITIZEN OVERSIGHT COMMISSION
Resolution - Cooper Minetti - Industrial Safety Citizen Oversight Commission

8.D MAYOR'S APPOINTMENT OF DANIEL MATTHEW FENTRESS TO THE INDUSTRIAL SAFETY CITIZEN OVERSIGHT COMMISSION
Resolution - Daniel Matthew Fentress - Industrial Safety Citizen Oversight Commission

8.E MAYOR'S APPOINTMENT OF DAVID LINDSAY TO THE INDUSTRIAL SAFETY CITIZEN OVERSIGHT COMMISSION
Resolution - David Lindsay - Industrial Safety Citizen Oversight Commission

8.F MAYOR'S APPOINTMENT OF LARS ANDERSON TO THE INDUSTRIAL SAFETY CITIZEN OVERSIGHT COMMISSION
Resolution - Lars Anderson - Industrial Safety Citizen Oversight Commission

8.G MAYOR'S APPOINTMENT OF PETER CIRISCIOLI TO THE INDUSTRIAL SAFETY CITIZEN OVERSIGHT COMMISSION
Resolution - Peter Ciriscioli - Industrial Safety Citizen Oversight Commission

9. PRESENTATIONS

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 MINUTES FROM THE JUNE 17, 2025 REGULAR MEETING
June 17, 2025 Regular City Council Meeting Minutes

14.B ACCEPTING THE PROPOSALS FOR PLANNING ON-CALL SERVICES AND AWARDING PLANNING MASTER SERVICE AGREEMENTS

RECOMMENDED ACTION: Move to adopt a resolution (Attachment 1) accepting the proposals for planning on-call services (Exhibit A), authorizing the City Manager to sign agreements on behalf of the City with eleven different firms for a two-year term expiring June 30, 2027, not to exceed $325,000 per firm with the option for up to one 2-year renewal and authorizing the City Manager or designee to execute any task order, without further action by the City Council, that is within the total authority of the master service agreement.

Staff Report - Planning Master Service Agreements
1. Resolution - Award of Planning Master Service Agreements
2. 4LEAF, Inc. - Master Service Agreement
3. BAE Urban Economics, Inc. - Master Service Agreement
4. CSG Consultants, Inc. - Master Service Agreement
5. ECOnorthwest - Master Service Agreement
6. FCS International, Inc. - Master Service Agreement
7. GHD Inc. - Master Service Agreement
8. Good City Company - Master Service Agreement
9. PlaceWorks, Inc. - Master Service Agreement
10. Raimi and Associates - Master Service Agreement
11. Raney Planning & Management - Master Service Agreement
12. Ratcliffe Consulting - Master Service Agreement

14.C ACCEPTING THE PROPOSALS FOR BUILDING SAFETY ON-CALL SERVICES AND AWARDING BUILDING SAFETY MASTER SERVICE AGREEMENTS

RECOMMENDED ACTION: Move to adopt a resolution (Attachment 1) accepting the proposals for building safety on-call services (Exhibit A), authorizing the City Manager to sign agreements on behalf of the City with seven firms for a two-year term expiring June 30, 2027, not to exceed $325,000 per firm with the option for up to one 2-year renewal and authorizing the City Manager or designee to execute any task order, without further action by the City Council that is within the total authority of the master service agreement.

Staff Report - Building Master Service Agreements
1. Resolution - Award of Building Safety Master Service Agreements
2. 4LEAF - Professional Services Master Service Agreement
3. CSG Consultants - Professional Services Master Service Agreement
4. TRB and Associates - Professional Services Master Service Agreement
5. True North Compliance Services - Prof. Services Master Service Agreement
6. 4LEAF - Staff Augmentation Master Service Agreement
7. CSG Consultants - Staff Augmentation Master Service Agreement
8. TRB and Associates - Staff Augmentation Master Service Agreement
9. TRB and Associates - Refinery Professional Services Master Service Agreement

14.D ACCEPTING THE PROPOSALS FOR DEVELOPMENT ENGINEERING ON-CALL SERVICES AND AWARDING DEVELOPMENT ENGINEERING MASTER SERVICE AGREEMENTS

RECOMMENDED ACTION: Move to adopt a resolution (Attachment 1) accepting the proposals for development engineering on-call services (Exhibit A), authorizing the City Manager to sign agreements on behalf of the City with eight firms for a

two-year term expiring June 30, 2027, not to exceed $325,000 per firm with the option for up to one 2-year renewal and authorizing the City Manager or designee to execute any task order, without further action by the City Council that is within the total authority of the master service agreement.
Staff Report - Development Engineering Master Service Agreements
1. Resolution - Award of Development Engineering Master Service Agreements
2. 4LEAF - Professional Services Master Service Agreement
3. CSG Consultants - Professional Services Master Service Agreement
4. Gray-Bowen-Scott - Professional Services Master Service Agreement
5. TRB and Associates - Professional Services Master Service Agreement
6. 4LEAF - Staff Augmentation Master Service Agreement
7. Ghirardelli Associates - Staff Augmentation Master Service Agreement.pdf
8. Kennedy & Associates - Staff Augmentation Master Service Agreement
9. TRB and Associates - Staff Augmentation Master Service Agreement

14.E TEMPORARY RELIEF OF THE SOUND AMPLIFICATION REGULATIONS FOR AN EVENT AT LUCCA'S BAR AND GRILL, 439 FIRST STREET, ON SUNDAY, JULY 27, 2025

RECOMMENDED ACTION: Move to adopt a resolution (Attachment 1) granting temporary relief from the sound amplification regulations of BMC Section 8.20.080.
Staff Report - Temporary Relief of Sound Amplification for 439 First Street
1. Resolution - Temporary Relief from Sound Amplification

14.F INITIATE PROCEEDINGS FOR THE FORMATION OF THE BENICIA CITYWIDE PARKS, LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT FOR FISCAL YEAR 2026/27

RECOMMENDED ACTION: Move to adopt a resolution (Attachment 1) Initiating Proceedings for the Levy and Collection of Assessments for the City of Benicia Parks, Landscape and Lighting District, Fiscal Year (FY) 2026-27.
Staff Report - Intent to Initiate Proceedings Citywide PLLAD
1. Resolution - Intent to Initiate Proceedings

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

15. BUSINESS ITEMS

15.A CITY COUNCIL WORK PLAN 2025-26

RECOMMENDED ACTION: Adopt, by minute order only, the City Council's Work Plan for FY 2025-26 (Attachment 1) and direct staff to provide regular progress updates.
Staff Report - City Council Work Plan 2025-26
1. Work Plan FY 2025-26
2. City of Benicia 5-Year Strategic Plan and Resiliency Plan

15.B CONTINUATION OF APPEAL OF A PLANNING COMMISSION DECISION ON A DESIGN REVIEW APPLICATION FOR 106 WEST J STREET

RECOMMENDED ACTION: Move to adopt a resolution (Attachment 1) granting the appeal and overturning the Planning Commission's decision to uphold the HPRC decision to deny the Design Review application for 106 West J Street, after a public hearing and determination that the action is exempt from CEQA.

Staff Report - 106 West J Street

1. Resolution - Grant Appeal - PC Decision Upholding HPRC Decision Deny Design Rev App 106 West J St

2. City Council Staff Report from April 2, 2024

3. Minutes from April 2, 2024 City Council Meeting

16. ADJOURNMENT (9:00 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

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING THE MAYOR'S APPOINTMENT OF BRETT NELSON TO THE INDUSTRIAL SAFETY CITIZEN OVERSIGHT COMMISSION FOR A FULL-TERM ENDING JULY 31, 2027

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Benicia that the appointment of Brett Nelson to the Industrial Safety Citizen Oversight Commission by Mayor Young is hereby confirmed.

*****

On motion of Mayor Young, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 1st day of July 2025, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING THE MAYOR'S APPOINTMENT OF BRYAN ROBINSON TO THE INDUSTRIAL SAFETY CITIZEN OVERSIGHT COMMISSION FOR A FULL-TERM ENDING JULY 31, 2026

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Benicia that the appointment of Bryan Robinson to the Industrial Safety Citizen Oversight Commission by Mayor Young is hereby confirmed.

*****

On motion of Mayor Young, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 1st day of July 2025, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING THE MAYOR'S APPOINTMENT OF COOPER MINETTI TO THE INDUSTRIAL SAFETY CITIZEN OVERSIGHT COMMISSION FOR A FULL-TERM ENDING JULY 31, 2029

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Benicia that the appointment of Cooper Minetti to the Industrial Safety Citizen Oversight Commission by Mayor Young is hereby confirmed.

*****

On motion of Mayor Young, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 1st day of July 2025, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING THE MAYOR'S APPOINTMENT OF DANIEL MATTHEW FENTRESS TO THE INDUSTRIAL SAFETY CITIZEN OVERSIGHT COMMISSION FOR A FULL-TERM ENDING JULY 31, 2028

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Benicia that the appointment of Daniel Matthew Fentress to the Industrial Safety Citizen Oversight Commission by Mayor Young is hereby confirmed.

*****

On motion of Mayor Young, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 1st day of July 2025, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING THE MAYOR'S APPOINTMENT OF DAVID LINDSAY TO THE INDUSTRIAL SAFETY CITIZEN OVERSIGHT COMMISSION FOR A FULL-TERM ENDING JULY 31, 2029

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Benicia that the appointment of David Lindsay to the Industrial Safety Citizen Oversight Commission by Mayor Young is hereby confirmed.

*****

On motion of Mayor Young, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 1st day of July 2025, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING THE MAYOR'S APPOINTMENT OF LARS ANDERSON TO THE INDUSTRIAL SAFETY CITIZEN OVERSIGHT COMMISSION FOR A FULL-TERM ENDING JULY 31, 2027

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Benicia that the appointment of Lars Anderson to the Industrial Safety Oversight Commission by Mayor Young is hereby confirmed.

*****

On motion of Mayor Young, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 1st day of July 2025, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING THE MAYOR'S APPOINTMENT OF PETER CIRISCIOLI TO THE INDUSTRIAL SAFETY CITIZEN OVERSIGHT COMMISSION FOR A FULL-TERM ENDING JULY 31, 2028

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Benicia that the appointment of Alan E. Jessen to the Peter Ciriscioli to the Industrial Safety Citizen Oversight Commission by Mayor Young is hereby confirmed.

*****

On motion of Mayor Young, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 1st day of July 2025, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

DRAFT

MINUTES OF THE
REGULAR MEETING – CITY COUNCIL
JUNE 17, 2025
6:00 P.M.

City Council Chambers, City Hall, 250 East L Street, complete proceedings of which are recorded. These are action minutes; a full video is available online at www.ci.benicia.ca.us/agendas.

COURTESY ZOOM PARTICIPATION

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

Mayor Young called the meeting to order at 6:00 p.m.

2) CONVENE OPEN SESSION

3) ROLL CALL

4) PLEDGE OF ALLEGIANCE

5) REFERENCE TO THE FUNDAMENTAL RIGHTS OF THE PUBLIC

6) ANNOUNCEMENTS

6.A MAYOR'S OFFICE HOURS

7) PROCLAMATIONS

7.A PROCLAMATION - JUNETEENTH FREEDOM DAY 2025

Proclamation - Juneteenth Freedom Day 2025

8) APPOINTMENTS

8.A MAYOR'S REAPPOINTMENT OF CHRISTOPHER DUNLAP TO THE ARTS AND CULTURE COMMISSION

1. Resolution - Christopher Dunlap - Arts and Culture Commission

RESOLUTION NO. 25- 58 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING THE MAYOR'S REAPPOINTMENT OF CHRISTOPHER DUNLAP TO THE ARTS AND CULTURE COMMISSION FOR A FULL-TERM ENDING JULY 31, 2029

On motion of Mayor Young, Council approved the adoption of Resolution 25-58, on a roll call by the following vote:

Ayes: Council Members Birdseye, Largaespada, Macenski, Scott, and Mayor Young
Noes: (None)

8.B MAYOR'S REAPPOINTMENT OF ELIZABETH LEWIS TO THE ARTS AND CULTURE COMMISSION

1. Resolution - Elizabeth Lewis - Arts and Culture Commission

RESOLUTION NO. 25-59 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING THE MAYOR'S REAPPOINTMENT OF ELIZABETH LEWIS TO THE ARTS AND CULTURE COMMISSION FOR A FULL-TERM ENDING JULY 31, 2029

On motion of Mayor Young, Council approved the adoption of Resolution 25-59, on a roll call by the following vote:

Ayes: Council Members Birdseye, Largaespada, Macenski, Scott, and Mayor Young
Noes: (None)

8.C MAYOR'S APPOINTMENT OF GREG WILSON TO THE ARTS AND CULTURE COMMISSION

1. Resolution - Greg Wilson - Arts and Culture Commission

RESOLUTION NO. 25- 60 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING THE MAYOR'S APPOINTMENT OF GREG WILSON TO THE ARTS AND CULTURE COMMISSION FOR A PARTIAL-TERM ENDING JULY 31, 2026

On motion of Mayor Young, Council approved the adoption of Resolution 25-60, on a roll call by the following vote:

Ayes: Council Members Birdseye, Largaespada, Macenski, Scott, and Mayor Young
Noes: (None)

8.D MAYOR'S APPOINTMENT OF KIARA LOPEZ-GIAMBASTIANI TO THE ARTS AND CULTURE COMMISSION

1. Resolution - Kiara Lopez-Giambastiani - Arts and Culture Commission

RESOLUTION NO. 25- 61 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING THE MAYOR'S APPOINTMENT OF KIARA LOPEZ-GIAMBASTIANI TO THE ARTS AND CULTURE COMMISSION FOR A FULL-TERM ENDING JULY 31, 2029

On motion of Mayor Young, Council approved the adoption of Resolution 25-61, on a roll call by the following vote:

Ayes: Council Members Birdseye, Largaespada, Macenski, Scott, and Mayor Young
Noes: (None)

8.E MAYOR'S REAPPOINTMENT OF TREVA E. NERVIS TO THE ARTS AND CULTURE COMMISSION

1. Resolution - Treva E. Nervis - Arts and Culture Commission

RESOLUTION NO. 25- 62 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING THE MAYOR'S REAPPOINTMENT OF TREVA E. NERVIS TO THE ARTS AND CULTURE COMMISSION FOR A FULL-TERM ENDING JULY 31, 2029

On motion of Mayor Young, Council approved the adoption of Resolution 25-62, on a roll call by the following vote:

Ayes: Council Members Birdseye, Largaespada, Macenski, Scott, and Mayor Young
Noes: (None)

8.F MAYOR'S REAPPOINTMENT OF CAROLYN CADLONI TO THE BOARD OF LIBRARY TRUSTEES

1. Resolution - Carolyn Cadloni - Board of Library Trustees

RESOLUTION NO. 25- 63 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING THE MAYOR'S REAPPOINTMENT OF CAROLYN CADLONI TO THE BOARD OF LIBRARY TRUSTEES FOR A FULL-TERM ENDING JULY 31, 2028

On motion of Mayor Young, Council approved the adoption of Resolution 25-63, on a roll call by the following vote:

Ayes: Council Members Birdseye, Largaespada, Macenski, Scott, and Mayor Young
Noes: (None)

8.G MAYOR'S APPOINTMENT OF LINDA ORDONIO-DIXON TO THE BOARD OF LIBRARY TRUSTEES

1. Resolution - Linda Ordonio-Dixon - Board of Library Trustees

RESOLUTION NO. 25- 64 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING THE MAYOR'S APPOINTMENT OF LINDA ORDONIO-DIXON TO THE BOARD OF LIBRARY TRUSTEES FOR A FULL-TERM ENDING JULY 31, 2028

On motion of Mayor Young, Council approved the adoption of Resolution 25-64, on a roll call by the following vote:

Ayes: Council Members Birdseye, Largaespada, Macenski, Scott, and Mayor Young
Noes: (None)

8.H MAYOR'S APPOINTMENT OF LOIS KAZAKOFF TO THE BOARD OF LIBRARY TRUSTEES

1. Resolution - Lois Kazakoff - Board of Library Trustees

RESOLUTION NO. 25- 65 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING THE MAYOR'S APPOINTMENT OF LOIS KAZAKOFF TO THE BOARD OF LIBRARY TRUSTEES FOR A FULL-TERM ENDING JULY 31, 2028

On motion of Mayor Young, Council approved the adoption of Resolution 25-65, on a roll call by the following vote:

Ayes: Council Members Birdseye, Largaespada, Macenski, Scott, and Mayor Young
Noes: (None)

8.I MAYOR'S APPOINTMENT OF MELISSA M. FIMBRES TO THE BUILDING BOARD OF APPEALS

1. Resolution - Melissa M. Fimbres - Building Board of Appeals

RESOLUTION NO. 25- 66 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING THE MAYOR'S APPOINTMENT OF MELISSA M. FIMBRES TO THE BUILDING BOARD OF APPEALS FOR A FULL-TERM ENDING JULY 31, 2029

On motion of Mayor Young, Council approved the adoption of Resolution 25-66, on a roll call by the following vote:

Ayes: Council Members Birdseye, Largaespada, Macenski, Scott, and Mayor Young
Noes: (None)

8.J MAYOR'S REAPPOINTMENT OF ANIKA JADHAV TO THE COMMUNITY SUSTAINABILITY COMMISSION

1. Resolution - Anika Jadhav - Community Sustainability Commission

RESOLUTION NO. 25- 67 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING THE MAYOR'S REAPPOINTMENT OF ANIKA JADHAV TO THE COMMUNITY SUSTAINABILITY COMMISSION FOR A STUDENT-TERM ENDING JULY 31, 2026

On motion of Mayor Young, Council approved the adoption of Resolution 25-67, on a roll call by the following vote:

Ayes: Council Members Birdseye, Largaespada, Macenski, Scott, and Mayor Young
Noes: (None)

8.K MAYOR'S APPOINTMENT OF MICHAEL BERNICO TO THE ECONOMIC DEVELOPMENT BOARD

1. Resolution - Michael Bernico - Economic Development Board

RESOLUTION NO. 25- 68 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING THE MAYOR'S APPOINTMENT OF MICHAEL BERNICO TO THE ECONOMIC DEVELOPMENT BOARD FOR A FULL-TERM ENDING JULY 31, 2029

On motion of Mayore Young, Council approved the adoption of Resolution 25-68, on a roll call by the following vote:

Ayes: Council Members Birdseye, Largaespada, Macenski, Scott, and Mayor Young
Noes: (None)

8.L MAYOR'S REAPPOINTMENT OF CHRIS CHWALA TO THE HISTORIC PRESERVATION REVIEW COMMISSION

1. Resolution - Chris Chwala - Historic Preservation Review Commission

RESOLUTION NO. 25- 69 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING THE MAYOR'S REAPPOINTMENT OF

CHRIS CHWALA TO THE HISTORIC PRESERVATION REVIEW COMMISSION FOR A FULL-TERM ENDING JULY 31, 2028

On motion of Mayor Young, Council approved the adoption of Resolution 25-69, on a roll call by the following vote:

Ayes: Council Members Birdseye, Largaespada, Macenski, Scott, and Mayor Young
Noes: (None)

8.M MAYOR'S APPOINTMENT OF KELLY HEWSON TO THE HISTORIC PRESERVATION REVIEW COMMISSION

1. Resolution - Kelly Hewson - Historic Preservation Review Commission

RESOLUTION NO. 25- 70 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING THE MAYOR'S APPOINTMENT OF KELLY HEWSON TO THE HISTORIC PRESERVATION REVIEW COMMISSION FOR A FULL-TERM ENDING JULY 31, 2028

On motion of Mayor Young, Council approved the adoption of Resolution 25-70, on a roll call by the following vote:

Ayes: Council Members Birdseye, Largaespada, Macenski, Scott, and Mayor Young
Noes: (None)

8.N MAYOR'S APPOINTMENT OF DEBRA THURIN TO THE HOUSING AUTHORITY

1. Resolution - Debra Thurin - Housing Authority

RESOLUTION NO. 25- 71 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING THE MAYOR'S APPOINTMENT OF DEBRA THURIN TO THE HOUSING AUTHORITY FOR A FULL-TERM ENDING JULY 31, 2029

On motion of Mayor Young, Council approved the adoption of Resolution 25-71, on a roll call by the following vote:

Ayes: Council Members Birdseye, Largaespada, Macenski, Scott, and Mayor Young
Noes: (None)

8.O MAYOR'S APPOINTMENT OF KENDAL LARA TO THE HOUSING AUTHORITY

1. Resolution - Kendal Lara - Housing Authority

RESOLUTION NO. 25- 72 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING THE MAYOR'S APPOINTMENT OF KENDAL LARA TO THE HOUSING AUTHORITY FOR A FULL-TERM ENDING JULY 31, 2028

On motion of Mayor Young, Council approved the adoption of Resolution 25-72, on a roll call by the following vote:

Ayes: Council Members Birdseye, Largaespada, Macenski, Scott, and Mayor Young
Noes: (None)

8.P MAYOR'S REAPPOINTMENT OF GREGG HORTON TO THE OPEN GOVERNMENT COMMISSION

1. Resolution - Gregg Horton - Open Government Commission

RESOLUTION NO. 25- 73 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING THE MAYOR'S REAPPOINTMENT OF GREGG HORTON TO THE OPEN GOVERNMENT COMMISSION FOR A FULL-TERM ENDING JULY 31, 2028

On motion of Mayor Young, Council approved the adoption of Resolution 25-73, on a roll call by the following vote:

Ayes: Council Members Birdseye, Largaespada, Macenski, Scott, and Mayor Young
Noes: (None)

8.Q MAYOR'S APPOINTMENT OF ALAN E. JESSEN TO THE PLANNING COMMISSION

1. Resolution - Alan E. Jessen - Planning Commission

RESOLUTION NO. 25- 74 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING THE MAYOR'S APPOINTMENT OF ALAN E. JESSEN TO THE PLANNING COMMISSION FOR A FULL-TERM ENDING JULY 31, 2029

On motion of Mayor Young, Council approved the adoption of Resolution 25-74, on a roll call by the following vote:

Ayes: Council Members Birdseye, Largaespada, Macenski, Scott, and Mayor Young
Noes: (None)

8.R MAYOR'S APPOINTMENT OF PATRICK DONAGHUE TO THE PLANNING COMMISSION

1. Resolution - Patrick Donaghue - Planning Commission

RESOLUTION NO. 25- 75 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING THE MAYOR'S APPOINTMENT OF PATRICK DONAGHUE TO THE PLANNING COMMISSION FOR A FULL-TERM ENDING JULY 31, 2029

8.S CITY COUNCIL APPOINTMENTS; SUBCOMMITTEE'S RECOMMENDATIONS TO THE MAYOR FOR THE INDUSTRIAL SAFETY CITIZEN OVERSIGHT COMMISSION

City Council Appointment Subcommittee Recommendations
Brett Nelson - Industrial Safety Citizen Oversight Commission_Redacted
Bryan Robinson - Industrial Safety Citizen Oversight Commission_Redacted
Cooper Minetti - Industrial Safety Citizen Oversight Commission_Redacted
Daniel Matthew Fentress - Industrial Safety Citizen Oversight Commission_Redacted
David Lindsay - Industrial Safety Citizen Oversight Commission_Redacted
Lars Anderson - Industrial Safety Citizen Oversight Commission_Redacted
Peter Ciriscioli - Industrial Safety Citizen Oversight Commission_Redacted

9) PRESENTATIONS

10) ADOPTION OF AGENDA

On motion of Council Member Macenski, seconded by Council Member Birdseye, Council approved the Adoption of the Agenda, as presented, on a roll call by the following vote:

Ayes: Council Members Birdseye, Largaespada, Macenski, Scott, and Mayor Young
Noes: (None)

11) OPPORTUNITY FOR PUBLIC COMMENTS

12) WRITTEN COMMENT

13) PUBLIC COMMENT

1. Clifford Porter - Mr. Porter discussed the No Kings Rally that Mayor Young attended.

14) CONSENT CALENDAR

14.A MINUTES FROM THE MAY 20, 2025, MAY 21, 2025 AND JUNE 3, 2025 SPECIAL AND REGULAR MEETINGS

May 20, 2025 Special City Council Meeting Minutes
May 20, 2025 Regular City Council Meeting Minutes
May 21, 2025 Special City Council Meeting Minutes
June 3, 2025 Regular City Council Meeting Minutes

14.B OPPOSITION TO DELTA CONVEYANCE PROJECT

Staff Report - Opposing the Proposal Related to the Delta Conveyance Project

Council and Staff discussed the process for adding the item to the calendar, and the need for a consistent process for adding support or oppose letters, similar to the two-step process.

Public Comment:
None

Resolution - Opposing the Proposal Related to the Delta Conveyance Project

On motion of Council Member Macenski, seconded by Council Member Birdseye, Council approved the adoption of Resolution 25-77, on a roll call by the following vote:

Ayes: Council Members Birdseye, Largaespada, Macenski, Scott, and Mayor Young
Noes: (None)

14.C SECOND READING AND ADOPTION OF AN ORDINANCE AMENDING SECTION 12.16.240 (DRIVEWAY SPECIFICATIONS) TO TITLE 12 (STREETS, SIDEWALKS AND PUBLIC PLACES) OF THE BENICIA MUNICIPAL CODE

Staff Report - Amending Section 12.16.240 - Driveway Specifications
1. Ordinance - Amending Section 12.16.240 - Driveway Specifications (Title 12)

ORDINANCE NO. 25-7 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BENICIA AMENDING SECTION 12.16.240 (DRIVEWAY SPECIFICATIONS) OF CHAPTER 12.16 (REPAIR AND CONSTRUCTION OF

SIDEWALKS AND ALLEYS) OF TITLE 12 (STREETS, SIDEWALKS AND PUBLIC PLACES) OF THE BENICIA MUNICIPAL CODE

14.D AWARD OF CHEMICAL PURCHASE ORDERS FOR WATER AND WASTEWATER TREATMENT DIVISIONS FOR FISCAL YEAR 2025-2026

Staff Report - Award of Chemical Purchase Orders for Water and Wastewater Treatment for FY26
1. Resolution - Chem Purchase Orders - WaterWastewater Treatment FY25-26

2. Chemical Pool Bid Summary FY25-26

RESOLUTION NO. 25-77 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA ACCEPTING BIDS AND APPROVING PURCHASE ORDERS TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDERS FOR FURNISHING CHEMICALS FOR WATER AND WASTEWATER TREATMENT FOR FISCAL YEAR 2025-2026 AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO SIGN THE PURCHASE ORDERS ON BEHALF OF THE CITY

14.E APPROVAL OF AWARD OF CONSTRUCTION CONTRACT AND NOTICE OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR THE 2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS PROJECT

Staff Report - Award of Construction Contract for 2025 Pavement Rehab and Ped-Bike Project
1. Resolution - Award Contract - 2025 Citywide Pavement Rehabilitation and BicyclePedestrian Improvements Project
2. Construction Contract with Terocons, Inc.
3. Notice of Exemption under CEQA - HSIP Cycle 10 Improvements dated April 10, 2025

RESOLUTION NO. 25-78 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA ACCEPTING THE BIDS FOR THE AWARD OF CONSTRUCTION CONTRACT FOR THE 2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS PROJECT, AWARDING THE CONSTRUCTION CONTRACT TO TEROCONS, INC., APPROVAL OF THE NOTICE OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND AUTHORIZING THE CITY MANAGER TO SIGN THE CONSTRUCTION CONTRACT ON BEHALF OF THE CITY

14.F SECOND READING AND ADOPTION OF A PROPOSED AMENDMENT TO BENICIA MUNICIPAL CODE ADDING CHAPTER

8.56 (FIRE HAZARD SEVERITY ZONES) TO TITLE 8 (HEALTH AND SAFETY)

Staff Report - Fire Hazard Severity Zones
1. Proposed Ordinance - Fire Hazard Severity Zones

ORDINANCE NO. 25-8 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BENICIA ADDING A NEW CHAPTER 8.56 (FIRE HAZARD SEVERITY ZONES) TO TITLE 8 (HEALTH AND SAFETY) OF THE BENICIA MUNICIPAL CODE

14.G ESTABLISHMENT OF THE ANNUAL APPROPRIATIONS LIMIT PURSUANT TO ARTICLE XIIIB OF THE CALIFORNIA STATE CONSTITUTION FOR FISCAL YEAR 2025-26

Staff Report - Establishing Appropriation Limit for FY2025-26
1. Resolution - Establishing Appropriation Limit for FY2025-26

RESOLUTION NO. 25-79 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA ESTABLISHING AN APPROPRIATIONS LIMIT PURSUANT TO ARTICLE XIIIB OF THE CALIFORNIA STATE CONSTITUTION FOR FISCAL YEAR 2025-2026

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

Council pulled item 14.B for discussion.

On motion of Council Member Macenski, seconded by Council Member Birdseye, Council approved the adoption of the Consent Calendar, as amended, on a roll call by the following vote:

Ayes: Council Members Birdseye, Largaespada, Macenski, Scott, and Mayor Young
Noes: (None)

15) BUSINESS ITEMS

15.A PUBLIC HEARING FOR CITY OF BENICIA LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT FOR FISCAL YEAR 2025-2026

Staff Report - LLAD FY25-26 Public Hearing

RESOLUTION NO. 25-80 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA ORDERING THE MAINTENANCE OF EXISTING IMPROVEMENTS IN ALL FIVE ZONES, CONFIRMING THE ASSESSMENT

DIAGRAM, APPROVING THE ENGINEER'S REPORT AND ORDERING THE LEVY AND COLLECTION OF CERTAIN ASSESSMENTS FOR THE CITY OF BENICIA LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2025-2026

Chris Thomas, Harris & Associates, reviewed the staff report and a PowerPoint Presentation.

Staff and Council discussed how rates were set up.

Public Hearing Opened

Public Comment:

2. Lori Grundman - Ms. Grundman asked for clarification on what this agenda item was addressing.

Public Hearing Closed

1. Resolution - Ordering Levy and Collection of Assessments
2. Resolutions 25-52, 25-53 and 25-54
3. Landscaping and Lighting Assessment District Engineer's Report
4. Assessment District Diagram

On motion of Council Member Macenski, seconded by Council Member Birdseye, Council approved the adoption of Resolution 25-80, as presented, on a roll call by the following vote:

Ayes: Council Members Birdseye, Largaespada, Macenski, Scott, and Mayor Young
Noes: (None)

15.B ADOPTION OF THE BIENNIAL BUDGET FOR FISCAL YEARS 2025-2026 AND 2026-2027

RESOLUTION NO. 25- 81 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA ADOPTING THE BIENNIAL BUDGET FOR FISCAL YEARS 2025-2026 AND 2026-2027

Suzanne Thorsen, Assistant City Manager, reviewed the staff report.

Council discussed the balanced General Fund, budget shortfalls, utilities and water imbalance, the budget subcommittee, the need to receive the reports sooner, public comment that was emailed to Staff (from Greg Gartrell), the budget subcommittee findings, the evolving budget subcommittee document, the budget subcommittee being beneficial, the Downtown Grant Program and how the resources for the grant will be allocated.

Public Comment:
None

Staff Report - Adoption of the Proposed Biennial Budget
1. Resolution - Adopting the Proposed Biennial Budget
2. Biennial Budget Book

On motion of Council Member Macenski, seconded by Council Member Largaespada, Council approved the adoption of Resolution 25-81, as presented, on a roll call by the following vote:

Ayes: Council Members Birdseye, Largaespada, Macenski, Scott, and Mayor Young
Noes: (None)

16) CITY COUNCIL TASK FORCE GROUPS: ADVOCACY, COLLABORATION AND TRANSITION (ACT)

16.A CITY COUNCIL TASK FORCE GROUPS ADVOCACY, COLLABORATION AND TRANSITION (ACT)

City Council Task Force Groups Advocacy, Collaboration and Transition (Act)

Council reported on their task force activities.

Public Comment:
None

17) COUNCIL MEMBER COMMITTEE REPORTS

17.A COUNCIL MEMBER COMMITTEE REPORTS

Terry gave SolTrans update.

Council Member Committee Reports

18) ADJOURNMENT (9:00 P.M.)

Mayor Young adjourned the meeting at 7:30 p.m.

_____
Deputy City Clerk

AGENDA ITEM
CITY COUNCIL MEETING DATE – JULY 1, 2025
CONSENT CALENDAR

TO : City Manager

FROM : Assistant City Manager

SUBJECT : **ACCEPTING THE PROPOSALS FOR PLANNING ON-CALL SERVICES AND AWARDING PLANNING MASTER SERVICE AGREEMENTS**

EXECUTIVE SUMMARY:

The Community Development Department recommends awarding master service agreements to establish a list of pre-qualified, contracted on-call firms to provide professional services for current planning development review, long-range planning policy and strategies, historic preservation, land use economics, environmental review, housing programs and policies, grant applications and management, and rapid response services. The agreement period is two years, commencing July 1, 2025, through June 30, 2027, with one optional two-year renewal.

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) accepting the proposals for planning on-call services (Exhibit A), authorizing the City Manager to sign agreements on behalf of the City with eleven different firms for a two-year term expiring June 30, 2027, not to exceed $325,000 per firm with the option for up to one 2-year renewal and authorizing the City Manager or designee to execute any task order, without further action by the City Council, that is within the total authority of the master service agreement.

BUDGET INFORMATION:

The not-to-exceed amount of each agreement is $325,000 over two years. Services or projects based on a defined scope of work would be executed by task order upon approval of the City Manager or designee. The cost of these agreements for basic operations and for anticipated projects has been included as part of budget development for FY26 and FY27. In other cases, like for larger development projects, the cost of the agreements is funded by a reimbursement agreement with the applicant. Projects administered on a reimbursement basis require execution of a reimbursement agreement and receipt of a deposit (15% of the bid amount); reimbursement includes all invoiced costs, plus a 25% administrative fee for staff oversight and management pursuant to the adopted Master Fee Schedule.

BACKGROUND:
In December 2020, the City Council authorized the execution of five-year agreements for on-call planning and environmental services. The agreements, which were $275,000 per firm, provided a resource of consultant expertise for a range of planning services, including contract planning, land use planning, and environmental review as required by the California Environmental Quality Act (CEQA). These agreements will expire in December 2025.

The Planning Division analyzes and processes all planning permit activities, legally mandated general plan elements, regional planning efforts, related activities and customer service efforts. The Planning Division also provides staff support to the Planning Commission and Historic Preservation Review Commission.

Current staffing accommodates day-to-day needs for permitting, customer service and limited advance planning projects. The Development Services Department's staff capacity would be strained to handle major land use projects without impacting the Division's daily activities or re-prioritization of the work program. The on-call approach allows the City to efficiently execute a task order in response to a private development application. The timeliness of such an approach is critical to complying with state-mandated timeframes for project review and providing responsive service to applicants. The City of Benicia Master Fee Schedule enables the Planning Division to require all major private development applications, rezoning, General Plan amendments and/or specific plans, including environmental review pursuant to CEQA, to pay the invoiced cost of contract services plus a 25% administrative fee.

The proposed scope for on-call services in the coming two-year period recognizes the dynamic environment for land-use planning and housing based on State law, economic conditions, and community priorities, as well as the related need for subject matter expertise. An important priority moving forward is readiness for foreseeable needs, such as grant support, economic analysis, and rapid response permitting in response to hazardous events.

A Request for Proposals (RFP) was released on March 10, 2025, with a response deadline of April 7, 2025. The City received 17 proposals; the top-scoring firms were interviewed by staff, and eleven (11) firms were selected to provide on-call services are listed below under Attachments.

Exhibit A provides a breakdown of each firm's on-call planning service areas. The master service agreements for the eleven firms are listed under the attachment section (Attachments 2-12).

NEXT STEPS:
Following the City Council's adoption of the resolution, the City Manager will execute agreements for on-call planning services.

ALTERNATIVE ACTIONS:
The City Council may decline to adopt the resolution. If the City Council takes this action, then any future planning consultant task, such as for contract planning and/or

environmental review services, or for land use planning, would require an RFP and subsequent selection, including City Council approval for contracts exceeding $100,000. This alternative action will result in project delays and/or an alternate pool of responding consultants.

CEQA Analysis	Authorization of contracts for On-Call Planning Services is not a project under Section 15378 (b) of the CEQA Guidelines, which excludes administrative activities of governments. The proposed contracts merely authorize pre-selected, pre-contracted firms to complete various work tasks related to current planning, land use and design, and environmental review, and would not result in direct or indirect physical changes in the environment. Therefore, the requested action is not subject to CEQA under Guidelines Section 15060 (c).

ATTACHMENTS:

1. Resolution - Award of Planning Master Service Agreements
   Exhibit A – On-Call Planning Services by Service Area
2. 4LEAF, Inc. - Master Service Agreement
3. BAE Urban Economics, Inc. - Master Service Agreement
4. CSG Consultants, Inc. - Master Service Agreement
5. ECOnorthwest - Master Service Agreement
6. FCS International, Inc. - Master Service Agreement
7. GHD Inc. - Master Service Agreement
8. Good City Company - Master Service Agreement
9. PlaceWorks, Inc. - Master Service Agreement
10. Raimi + Associates - Master Service Agreement
11. Raney Planning & Management - Master Service Agreement
12. Ratcliffe Consulting - Master Service Agreement

For more information contact: Suzanne Thorsen, Assistant City Manager
Phone: 707.746.4280
E-mail: sthorsen@ci.benicia.ca.us

ON-CALL PLANNING SERVICES BY SERVICE AREAS

Vendor	Current Planning	Advance Planning	Environ. Review	Historic Preservation	Housing	Land Use Economics	Grants	Rapid Response
4LEAF, Inc.	X	X	X	X	X			X
BAE Urban Economics, Inc.						X		
CSG Consultants, Inc.	X	X	X	X	X			X
ECOnorthwest		X			X	X		
FCS International, Inc.			X					
GHD Inc	X	X	X	X	X	X		
Good City Company	X	X			X		X	
PlaceWorks, Inc.	X		X		X	X	X	
Raimi + Associates		X			X			
Raney Planning & Management		X	X					
Ratcliffe Consulting	X	X					X	X

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA ACCEPTING PROPOSALS FOR PLANNING ON-CALL SERVICES AND AWARDING PLANNING MASTER SERVICE AGREEMENTS, EACH IN AN AMOUNT NOT TO EXCEED $325,000, AUTHORIZING UP TO ONE 2-YEAR RENEWAL, AUTHORIZING THE CITY MANAGER TO SIGN THE CONTRACTS ON BEHALF OF THE CITY AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ANY TASK ORDER, WITHOUT FURTHER ACTION BY THE CITY COUNCIL, THAT IS WITHIN THE TOTAL AUTHORITY OF THE MASTER SERVICE AGREEMENT UTE ANY TASK ORDER, WITHOUT FURTHER ACTION BY THE CITY COUNCIL, THAT IS WITHIN THE TOTAL AUTHORITY OF THE MASTER SERVICE AGREEMENT

WHEREAS, a Request for Proposals for on-call planning services was released in March 2025; and

WHEREAS, a selection committee reviewed all responses and interviewed the top scoring consultant firms submitting proposals; and

WHEREAS, the firms of 4-Leaf, BAE Urban Economic, Inc., CSG Consultants, Inc., ECOnorthwest, FCS International, Inc., GHD Inc., Good City Company, PlaceWorks, Raimi + Associates, Raney Planning & Management, and Ratcliffe Consulting were determined to be the most qualified proposers to provide on-call services for current planning development review, long-range planning policy and strategies, historic preservation, land use economics, environmental review, housing programs and policies, grant applications and management, and rapid response.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia hereby accepts the proposals for on-call planning services (Exhibit A), authorizes the City Manager to sign Master Service Agreements on behalf of the City with eleven firms for a two-year term expiring on June 30, 2027, and authorize up to one 2-year renewal and authorizes the City Manager or designee to execute any task order, without further action by the City Council, that is within the total authority of the master service agreement; and

BE IT FURTHER RESOLVED funds for said agreements shall not exceed $325,000 per firm; and

BE IT FURTHER RESOLVED, that the City Council of the City Benicia does authorize the City Manager or their designee to execute any task order, without further action by the City Council, that is within total authority of the Master Service Agreement.

*****

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 1st day of July 2025 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

Exhibit A
ON-CALL PLANNING SERVICES BY SERVICE AREAS
[see next page]

ON-CALL PLANNING SERVICES BY SERVICE AREAS

Vendor	Current Planning	Advance Planning	Environ. Review	Historic Preservation	Housing	Land Use Economics	Grants	Rapid Response
4LEAF, Inc.	X	X	X	X	X			X
BAE Urban Economics, Inc.						X		
CSG Consultants, Inc.	X	X	X	X	X			X
ECOnorthwest		X			X	X		
FCS International, Inc.			X					
GHD Inc	X	X	X	X	X	X		
Good City Company	X	X			X		X	
PlaceWorks, Inc.	X		X		X	X	X	
Raimi + Associates		X			X			
Raney Planning & Management		X	X					
Ratcliffe Consulting	X	X					X	X

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26-008

PROFESSIONAL SERVICES MASTER AGREEMENT (ON-CALL PLANNING SERVICES)

BETWEEN

CITY OF BENICIA AND

4LEAF, Inc.

This Professional Services Master Agreement ("Agreement") is dated July 1, 2025, and is by and between the City of Benicia, a political subdivision of the State of California ("CITY") and 4LEAF, Inc., a California Corporation located at 2126 Rheem Drive, Pleasanton, California 94588, licensed to do business in California, ("CONTRACTOR") relating to 4Leaf - Planning Master Services Agreement FY26-27 Services (“Services").

1. Agreement

1.1. 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 by the City Manager, or designee who is hereby authorized to execute any Task Order and issue a Notice to Proceed, without further action by the City Council, provided the Task Order is within the total authority of this Master Service Agreement. Amendments to this Master Service Agreement require City Council approval.

Services may include, but not be limited to:

A. Current Planning Development Review

B. Long-Range Planning Policy and Strategies

C. Historic Preservation

D. Environmental Review

E. Housing Programs and Policies

F. Rapid Response Services

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 planning 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.

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1.2. Term of Agreement

A. This Agreement will conclude on June 30, 2027 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.

1.3. 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.

1.4. Compensation

CONTRACTOR shall be compensated, a total value not to exceed $325,000 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 not to exceed 5% or the current year's February change of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Francisco-Oakland-Hayward, CA index, whichever is lower, and must seek CITY's authorization for rate changes. 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.

1.5. 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 in excess of $1,000.00, where prevailing wages are required by 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 City's Public Works Office and may be obtained from the California Department of Industrial Relations website

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[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. If the Agreement exceeds $2,000 and is funded with federal funds, then CONTRACTOR shall pay federal Davis Bacon wages and comply with applicable federal requirements.

B. 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.

C. CONTRACTOR, where applicable, 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.

1.6. 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

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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. **Patent Rights, Copyright, Trade Secrets:** CONTRACTOR 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 contractors 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.

C. **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 artd will survive termination of this Agreement.

D. **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.

E. **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.

F. **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

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Agreement in favor of the CITY and the Indemnitees in the exact form and substance as those contained in this Agreement.

G. **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 al I 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

1.7. 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.

1.8. 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.

1.9. 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

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services, or expenses, except for reasonable administration expenses, incurred by CONTRACTOR by reason of such suspension.

1.10. 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 based on a final invoice from the CONTRACTOR.

1.11. 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 I 101, 1102and1102.1; 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.

1.12. 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:

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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. § l8700(a) (2))

1.13. 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.

1.14. 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.

1.15. 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.

1.16. 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.

1.17. 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.

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1.18. 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.

1.19. 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 during the term of this Agreement.

1.20. 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.

1.21. 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: Stacy Hofacre

Senior Management Analyst

shofacre@ci.benicia.ca.us

To Contractor: Kevin J. Duggan

President

kduggan@4leafinc.com

1.22. 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.

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1.23. 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.

2. Insurance Requirements

2.1. INSURANCE REQUIREMENTS

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated July 1, 2025, by and between 4LEAF, Inc., hereinafter referred to as "Contractor", and the City of Benicia, hereinafter referred to as "City", providing for professional services.

2.2. 1. Contractor's Duty to Show Proof of Insurance

Contractor, 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 Contractor's acts, errors, or omissions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Contractor shall not perform any work under this Agreement until Contractor 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, Contractor 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, Contractor 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. Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or City as an additional insured.

2.3. 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

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for liability arising out of Contractor'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. Contractor 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.

2.4. 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.

2.5. Workers' Compensation Insurance

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

2.6. 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.

2.7. 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.

2.8. Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Contractor, at Contractor'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.

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2.9. Insurance terms and conditions:

3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Contractor shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Contractor 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. Contractor 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 Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor 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 Contractor is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Contractor'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 Contractor'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 Contractor 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 Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor. City, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Contractor agrees to reimburse City for

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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 Contractor 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 Contractor and its Subcontractors shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Contractor's fees under this Agreement (and the fee of its Subcontractors under Subcontractor agreements) shall be reduced by the amount of insurance premiums that may be avoided by Contractor and its Subcontractors 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 Contractor's and Subcontractors policies. Construction Manager and its Subcontractors shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

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

"4LEAF, Inc." By: DocuSigned by: Kevin Duggan 813734D554DD4B5... 6/25/2025

Kevin Duggan

Its: President

"City" By: _____

Its: _____

"Department" By: _____

Its: _____

"City Attorney" By: _____

Its: City Attorney

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Exhibits List

A - Scope_of_Work

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Exhibit A

Scope_of_Work

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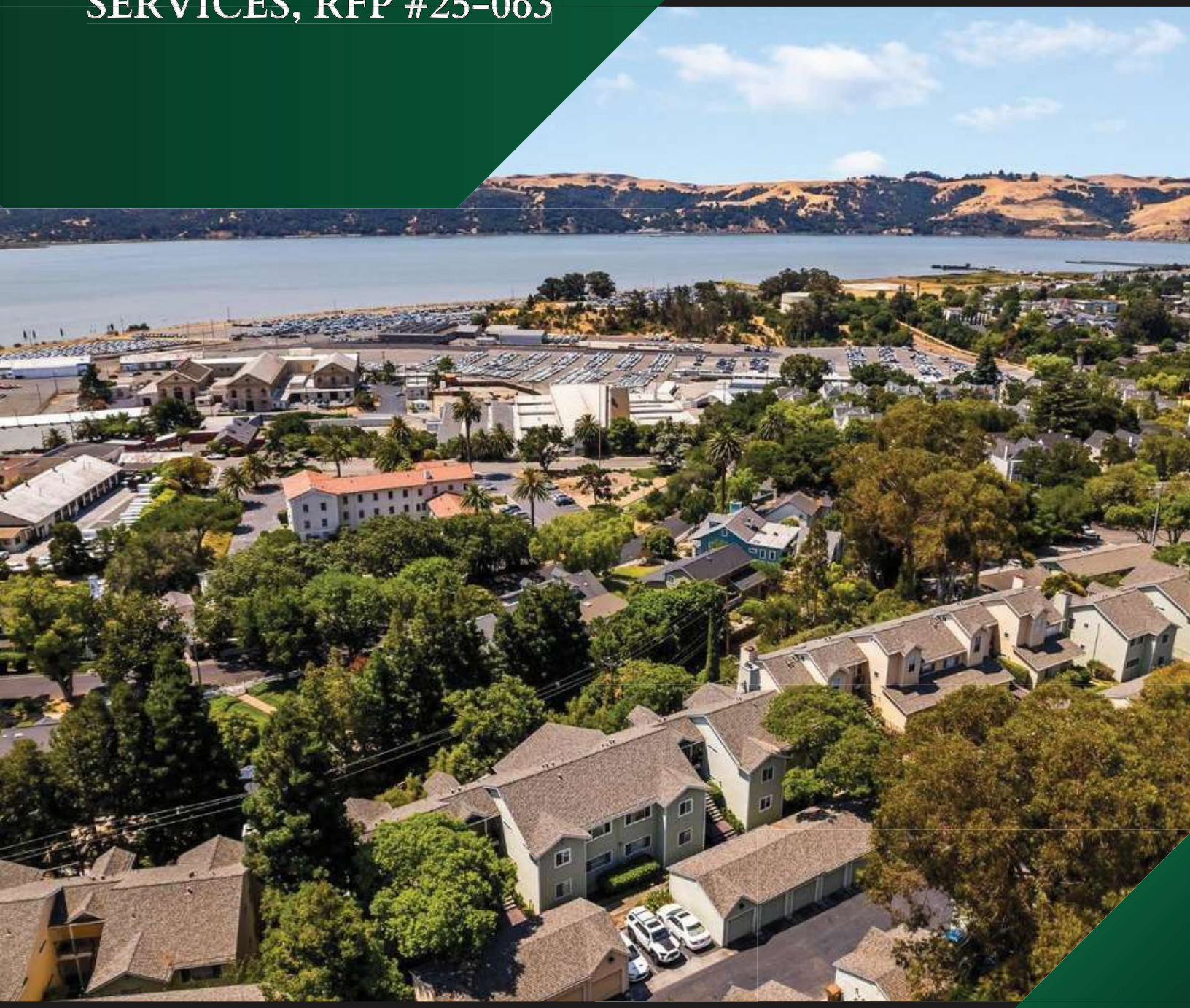
Attachment 2 - 4LEAF, Inc. - Master Service Agreement

PROPOSAL TO PROVIDE ON-CALL PLANNING SERVICES, RFP #25-063

TO THE CITY OF BENICIA



4LEAF, INC.
2126 RHEEM DRIVE
PLEASANTON, CA 94588
(925) 462-5959

APRIL 7, 2025

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PROPOSAL TO PROVIDE

ON-CALL PLANNING SERVICES, RFP #25-063

TO THE

CITY OF BENICIA

SECTION 0

COVER LETTER

4LEAF, INC.

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City of Benicia
Community Development Department
250 E. L Street
Benicia, CA 94510
Attn: Stacy Hofacre, Permit Services Analyst

April 7, 2025

RE: Proposal to Provide On-Call Planning Services, RFP #25-063 to the City of Benicia.

Dear Ms. Hofacre,

4LEAF, Inc. (4LEAF), is pleased to present our proposal to provide On-Call Planning Services to the City of Benicia (City), RFP #25-063. 4LEAF is a full-service firm that has been providing on-call professional consulting services to over 400+ clients throughout California for more than 24 years. Our Planning Team has the knowledge and expertise to address the City's current and long-range planning needs. 4LEAF is uniquely qualified and the ideal consultant choice for the following reasons:

☑ Expert Regional and Local Consultants

4LEAF has extensive experience providing On-Call Planning Services to jurisdictions throughout the Bay Area, delivering a full range of municipal planning support tailored to each community's needs. Our team provides comprehensive services—from staffing the public counter and processing development applications to drafting and implementing policy documents such as Zoning Ordinances, Municipal Code updates, General and Specific Plans, Housing and Safety Elements, and CEQA compliance materials. We also offer expertise in Post-Disaster Development Recovery and Rapid Response Planning, aligning with the City's need for adaptable, expedited support during times of urgent demand. Based in Pleasanton, 4LEAF has long-standing relationships with Bay Area agencies and is committed to providing responsive, high-quality service. Our planners are available for both on-site and remote assignments, ensuring seamless coordination with City staff and continuity in project delivery. Currently, we are providing similar services for the following clients, including:

- City of Vacaville
- City of Vallejo
- City of Palo Alto
- City of Cupertino
- City of Rohnert Park
- City of Richmond
- City of Concord
- City of Pinole
- City of Brentwood
- City of Foster City
- County of San Mateo
- County of Santa Clara

☑ Project Understanding

4LEAF understands the City of Benicia is seeking responsive, experienced consultants to augment the capacity of its Community Development Department. Based on the RFP, 4LEAF proposes to support the City across six key service areas: Current Planning Development Review, Long-Range Planning Policy and Strategies, Historic Preservation, Environmental Review, Housing Programs and Policies, and Rapid Response Services. Our team is equipped to provide efficient and high-quality support for both applicant-initiated development applications and City-led planning initiatives. This includes ministerial and discretionary case processing, CEQA documentation, Housing Element and General Plan implementation, Zoning Code interpretation, and ordinance development. We are also experienced in preparing comprehensive hearing packets—staff reports, resolutions, findings, conditions, and presentations—for

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advisory boards, Planning Commission, and City Council. Our team is capable of integrating quickly with City systems, including OpenGov, and can provide both in-person and remote staffing as needed. With 4LEAF's collaborative project management, proactive communication, and well-rounded planning expertise, we are prepared to serve as a reliable and responsive extension of City staff.

☑ Adaptable Services

4LEAF is renowned for our accommodation and flexibility and is the most dependable provider of on-call, as-needed staff augmentation services for Planning, Building & Safety, and Fire Life Services. Our highly adaptable professionals is consistently able to fulfill the unique, localized needs of our many municipal clients. We are committed to tackling staffing challenges head on, providing our clients with 24-hour turnaround staffing placement options and expedited off-site services. Our firm cooperates with our clients to provide personnel that meet their specific and unique requirements. Our scope of services for the purpose of this contract includes:

- Environmental Review
- Transportation Review
- Historic Preservation
- General Consulting Services
- Design Review
- Designated Contract Planning
- Housing Needs Assessment
- Emergency Response Services

☑ Management and On-Call Personnel

The contract with the City of Benicia will be managed by **Executive Project Manager, Michael Renner, CBO** and the **Project Manager, Daniel Hortert, AICP**. Michael will handle all contractual details, project discussions, and staffing requests. Michael and Daniel have a proven track record of success managing projects for cities and counties throughout California and will be available to the City for any needs involving this contract. For a full list of planners who will be assisting with the City's project needs on-call, please see **Section 4: Team Members.**

☑ Contact

Executive Project Manager	Project Manager / Director of Planning	4LEAF Headquarters
Michael Renner, CBO Office: (925) 462-5959 Mobile: (925) 785-3581 Email: MRenner@4leafinc.com	Daniel Hortert, AICP Office: (925) 462-5959 Mobile: (925) 999-6184 Email: DHortert@4leafinc.com	2126 Rheem Drive Pleasanton, CA 94588 Office: (925) 462-5959 Website: 4LEAFINC.COM

As President of 4LEAF, I am authorized to bind the firm. 4LEAF assures we can adhere to the insurance requirements and professional services agreement set forth by the City with **no exceptions** and guarantees the proposed prices shall remain in effect for 120 days from the date of Price Proposal Submission. We appreciate this opportunity to submit our qualifications. Should you have any questions, please do not hesitate to reach out using the contact information provided above.

Respectfully submitted,

Kevin J. Duggan
President

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PROPOSAL TO PROVIDE

ON-CALL PLANNING SERVICES, RFP #25-063

TO THE

CITY OF BENICIA

SECTION 1

SUBCONTRACTORS

4LEAF, INC.

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SECTION 1: SUBCONTRACTORS

4LEAF will not be including any subconsultants for the contract with the City of Benicia at this time. However, we understand that the inclusion of any future subconsultant will require prior written authorization from the City and that the City maintains the right to accept or reject any proposed changes to the project team members.

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PROPOSAL TO PROVIDE

ON-CALL PLANNING SERVICES, RFP #25-063

TO THE

CITY OF BENICIA

SECTION 2

PROJECT ORGANIZATION CHART

4LEAF, INC.

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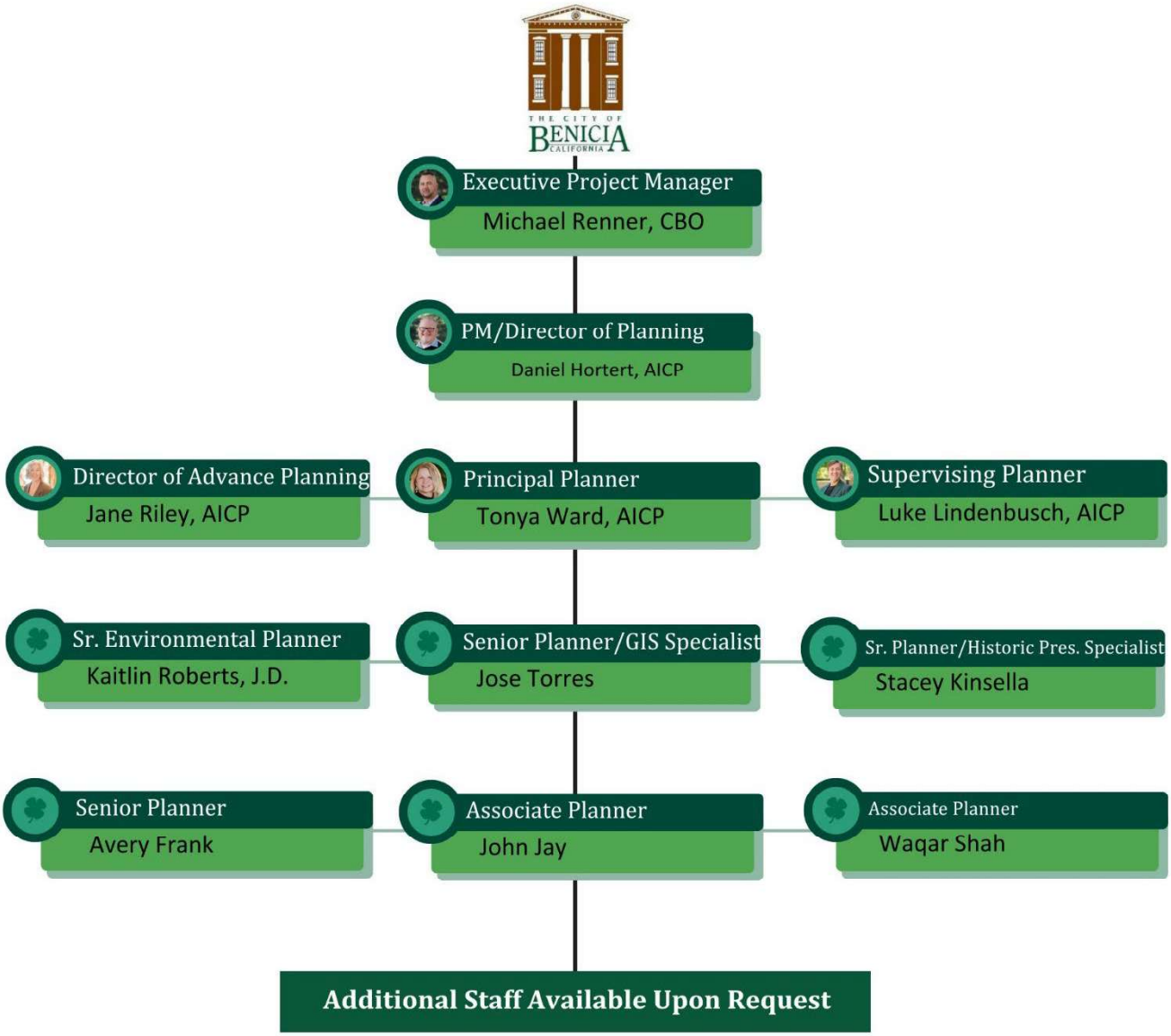
SECTION 2: PROJECT ORGANIZATION CHART



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ON-CALL PLANNING SERVICES, RFP #25-063

TO THE

CITY OF BENICIA

SECTION 3

DESCRIPTION OF RESPONSIBILITIES

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SECTION 3: DESCRIPTION OF RESPONSIBILITIES

Current Planning Development Review

Kaitlin Roberts, J. D. – Senior Planner
Avery Frank – Senior Planner
Waqar Shah – Associate Planner

Long-Range Planning Policy and Strategies

Luke Lindenbusch, AICP – Supervising Planner, Advance Planning & Housing
Stacey Kinsella – Senior Planner/Historic Preservation Specialist
John Jay – Associate Planner

Historic Preservation

Tonya Ward, AICP – Principal Planner
Stacey Kinsella – Senior Planner/Historic Preservation Specialist

Environmental Review

Daniel Hortert, AICP – Project Manager/Director of Planning
Tonya Ward, AICP – Principal Planner
Kaitlin Roberts, J.D. – Senior Planner

Rapid Response Services

Daniel Hortert, AICP – Project Manager/Director of Planning
Tonya Ward, AICP – Principal Planner

***Please see Section 4: Team Members for a brief list of project experience and Section 8: Resumes for a list of previous related responsibilities.**

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PROPOSAL TO PROVIDE

ON-CALL PLANNING SERVICES, RFP #25-063

TO THE

CITY OF BENICIA

SECTION 4

TEAM MEMBERS

4LEAF, INC.

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SECTION 4: TEAM MEMBERS

As your consultant, we understand that our role is to be an advocate on behalf of the City of Benicia and represent the City's best interests. With our headquarters located in Pleasanton, 4LEAF's team will function as an extension of City staff, seamlessly integrating with City personnel and practices, adding perspective and expertise that only 4LEAF can offer. 4LEAF holds its employees in high regard and can ensure the City that all staff involved have the knowledge, training, experience, and competencies to fulfill the roles and responsibilities of their assigned positions. Our team members are results- and detail-oriented and uphold the values of our company to the utmost extent—the success of which can be reviewed in the quality of past projects we have worked on.

Management Team

Michael Renner, CBO – Executive Project Manager

Michael is a highly experienced development professional with an extensive background in administration and management. He has successfully overseen 4LEAF's Planning Department through all stages of complex and high-value projects, including the City of Santa Clarita's Housing & Safety Element Updates, the Mendocino County Cannabis Application Processing Program, and On-Call Planning and Environmental services for cities such as Norwalk and Ventura, playing a critical role in shaping and implementing organizational strategic planning on a variety of projects. Michael's proactive communication with project managers and teams ensures clear directives in staffing decisions and project priorities, effectively ensuring he not only meets, but often exceeds stakeholder expectations.

Michael is a seasoned Program Manager with more than 15 years of industry experience in the Private Sector. In addition to servicing hundreds of clients throughout the United States in the scopes of Planning, Building, Code Enforcement, and Construction Management, Michael has also managed several multi-billion-dollar construction programs stemming from the several wildfires that occurred in the Western United States

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Daniel Hortert, AICP – Project Manager / Director of Planning

Daniel has over 30 years of Planning and Development services experience including 20 as a public servant for municipalities with populations ranging from 3,500 to over 3.5 million. Daniel's experience covers a range of municipal functions including Planning Director, Senior Planner, Planning Manager/Principal Planner, and Community Development Department Director for public and private sector agencies. He is experienced in land development, construction, community engagement/education, project management, project budget control and oversight, residential, commercial, and industrial site planning and compliance review, and entitlements from single-lots to large complex master planned communities.

Daniel has extensive experience administering and managing regulatory document preparation including creating and updating land development ordinances, comprehensive and general plans, traditional and form-based coding, development agreement negotiations, and residential and commercial design guidelines. His recent planning assignments on behalf of 4LEAF include the cities of Clayton, Imperial Beach, Hermosa Beach, Larkspur, Sausalito, and the Town of Fairfax

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Jane Riley, AICP – Director of Advance Planning & Housing

Jane is an experienced AICP-certified planning manager with over 30+ years proven history of advancing successful planning and housing policy initiatives. Jane leads a team of skilled planners in all our long-range planning efforts. She undertakes advanced, highly complex professional planning activities and oversees difficult and sensitive planning projects. In addition to policy creation and analysis, she ensures compliance with statutes, oversees our specialized planning functions, and provides overall management of planning issues. Jane leads our General Plan Update and Specific Plan projects, and recently led the Housing Element updates for 7 cities and two counties with a 100% HCD certification record.

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Tonya Ward, AICP – Principal Planner

Tonya is a skilled professional land use planner with 25 years of municipal experience in current and long-range land use permits, environmental review, cannabis permitting, urban design, General Plan preparation and implementation, municipal code updates, economic development, coastal and shoreline permitting, historic preservation, and housing program implementation. Tonya's professional and academic industry experience contribute to her extensive knowledge of the planning field and her impressive presentation and public speaking skills. She is passionate about helping facilitate responsible initiatives that provide continuous opportunities for livable and equitable communities, and her ability to serve as a leader makes Tonya an asset to any team, project, and work environment she is assigned.

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Luke Lindenbusch, AICP – Supervising Planner, Advance Planning & Housing

Luke is a dedicated AICP-certified planner with extensive knowledge of the policy implications of city planning. With a background in public affairs, Luke is skilled in implementing innovative engagement strategies for field and digital campaigns to establish trusted communication with residents and stakeholders. He supports jurisdictions in the development and implementation of programs to provide certainty and efficiency in planning services. Luke has been welcomed to work collaboratively in varied communities as a team player who is highly adaptable to diverse environments.

Luke contributes to 4LEAF's Planning Department by overseeing the preparation and implementation of Housing Elements throughout California; leading technical plan writing including Specific Plans, Transit-Oriented Development (TOD), Affirmatively Furthering Fair Housing (AFFH) strategies, and programs in General Plan Updates; providing on-call regional policy technical assistance to 16 jurisdictions in Napa & Sonoma Counties, including supporting access to State funding such as the Prohousing Designation Program; orchestrating multifaceted community engagement strategies and actions; managing legislative updates and communicating with jurisdictions on changes in State law; and coordinating with regional partners in government and nonprofit organizations.

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Supporting Team

Kaitlin Roberts, J.D. – Senior Planner

Accomplished Senior Planner and environmental specialist with over 17 years of expertise in comprehensive land use planning and environmental compliance, particularly under the California Environmental Quality Act (CEQA). Skilled in managing complex planning projects, including drafting and amending specific and master plans, as well as assessing development proposals for alignment with community goals and regulatory standards. Adept at producing clear, actionable insights to guide policy decisions, support housing initiatives, and advance sustainable development. Known for delivering high-quality planning and analytical services to municipalities and private sector clients, ensuring rigorous adherence to environmental and planning requirements.

Office - (925) 462-5959 | Email - KRoberts@4leafinc.com

Jose Torres, AICP – Associate Planner / GIS Specialist

Jose is a dynamic urban planner and Geographic Information Systems (GIS) specialist with extensive experience across diverse sectors. Jose's proficiency in Spanish allows him to effectively communicate with community members. Jose brings a unique cultural perspective to his work, facilitating meaningful community engagement and public participation initiatives. His expertise encompasses advocacy for affordable housing, leading inclusive planning projects, and integrating GIS technology into urban development strategies. Jose's notable achievements include leading community-driven initiatives, managing conservation easements, and revitalizing urban spaces through participatory planning. He is dedicated to cultivating diverse, inclusive communities.

Office - (925) 462-5959 | Email - JTorres@4leafinc.com

Stacey Kinsella – Senior Planner / Historic Preservation Specialist

Stacey is a skilled Senior Planner with over 18 years of experience with current and long-range land use projects, coastal and shoreline permitting, historic preservation, California Environmental Quality Act (CEQA) review, and General Plan amendments. Her background includes managing preservation programs, leading significant development projects, crafting local ordinances, and entitlement reviews including Conditional Use Permits (CUP), Coastal Development Permits, Planning Commission Design Review, and more.

Office - (925) 462-5959 | Email - SKinsella@4leafinc.com

Avery Frank – Senior Planner

Avery is a results-driven Senior Planner with over 4 years of extensive experience in land use, development, regulatory compliance, and public policy. She brings a wealth of experience from both public and private sectors, having worked with federal agencies, municipalities, and consulting firms. Her background includes transportation planning, disaster mitigation planning, and urban and regional planning. Avery has played a key role in entitlement applications, long-range land use planning, and policy analysis, ensuring projects align with regulations and community needs.

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John Jay – Associate Planner

John is an accomplished Associate Planner with over nine years of experience supporting public agencies with a broad range of planning services. His expertise spans current and long-range planning, housing policy, development review, and environmental compliance. John has successfully managed complex projects, contributed to policy updates, and worked collaboratively with multidisciplinary teams, elected officials, and community members. He brings strong technical knowledge, clear communication skills, and a solutions-oriented mindset to every assignment.

Office - (925) 462-5959 | Email - JJay@4leafinc.com

Waqar Shah – Associate Planner

Waqar has over six years of planning and development services experience including independent work on zoning code and design guideline updates for the City of Rancho Cordova and public health impacts of urban parks and public open spaces for Arlington County. He also played a pivotal role in drafting portions of the City of Santa Clarita Hazard Mitigation Plan and assisted the County of San Mateo with presenting high-profile projects to various hearing presentations for governmental bodies to explain and clarify planning projects and staff report recommendations.

Office - (925) 462-5959 | Email - WShah@4leafinc.com

Availability

Due to the nature of on-call, as-needed work, 4LEAF planners will be fit to the specific times, needs, and tasks of any City projects. We guarantee the City will receive unlimited access to our qualified staff pool for the duration of the contract. Our firm cooperates with our clients to provide personnel that meet their unique local requirements. 4LEAF's highly adaptable staffing network provides us with the ability to quickly adjust our staff to match demand in real time. We have bolstered our robust personnel pool in order to provide our clients with the breadth of talent and experience necessary to complete complex projects on time and under budget. **Additional personnel available upon request.**

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PROPOSAL TO PROVIDE

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TO THE

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SECTION 5

APPROACH

4LEAF, INC.

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SECTION 5: APPROACH

PLANNING SERVICES

4LEAF Planners possess the technical planning abilities to deliver effective current and advance planning services. We are adept at all aspects of plan review, front counter assistance, and preparation of planning studies and ordinances. Our staff possess the writing abilities needed to convey concise and appropriate findings and recommendations that reinforce the City's planning and development goals. We are dedicated to understanding the community's vision and rigorously working to achieve it. We utilize application checklists and best practices as the foundation of our review and translate policies and regulations as they apply to planning and development applications. We provide our findings using informative, concise, and simple-to-understand staff reports and environmental compliance documentation. Our staff are well-versed in project management and will work collaboratively with other City departments, agencies, and stakeholders to ensure that the highest levels of review and feedback are achieved timely.

Our Planning team consists of highly skilled professionals with a management team possessing many years of on-call planning, housing, and environmental review experience, including providing project and program-level services from both the public and private sector perspectives. This experience enables our team to successfully manage planning and project review services for the City.

4LEAF Planners possess "Get to Yes" attitudes and will make every attempt to move projects forward to achieve successful outcomes. We are collaborative in our planning approach to ensure City staff, applicants, developers, and community members work together for a sustainable future. We are creative in our approach and can develop alternative methods to achieve the best outcomes for the City, the community, and applicants. The 4LEAF Planning team has extensive experience integrating our contract planners seamlessly into local jurisdictions where we are routinely called upon to supplement vacancies and workforce shortages. We also provide staff augmentation services when projects require case processing and management of various applications for compliance with land development codes and plans.

Current Planning Development Review

4LEAF has over 24 years' experience in community development including providing staff augmentation and project management, preparing housing elements, general plans, specific and area plans, and environmental documents in diverse settings. Our mission is to deliver expert planning and policy solutions that are grounded in local knowledge, shaped by diverse perspectives, and designed for real-world implementation in partnership with the communities we serve

Working collaboratively with City staff, applicants, and stakeholders, 4LEAF planners will assist the City to achieve its planning goals. Our contract planners can:

- Assist applicants at the front counter
- Review planning applications against local and states regulations
- Prepare staff reports including resolutions and conditions of approval, findings, and ordinances
- Update and implement General Plans, including Housing Elements

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- Prepare and update Specific Plans and Community Plans
- Update the Zoning Ordinance to improve the planning process and development standards
- Develop community engagement strategies including in-person and digital engagement and outreach
- Organize community programs and outreach events

4LEAF's on-site planners will seamlessly integrate into City operations, quickly gaining fluency in local regulations to provide efficient, responsive support. This includes zoning requirements and municipal codes, single-family and mixed-use dwellings, SB9 lot splits, tree removal permits, and building permits including accessory and junior dwelling units, enabling them to respond to public inquiries confidently and effectively regarding planning applications and environmental review processes. Our proactive approach ensures timely and thorough project reviews while clearly and accurately presenting project details to the Planning Commission, City Council, and public. 4LEAF is committed to delivering cost-effective, high-quality planning services that support the City's goals and keep projects moving forward efficiently and successfully.

With a keen eye for detail, 4LEAF planners will assist staff in navigating complex Planning and Housing regulations, providing timely and informative assistance to applicants and the public. Through diligent review and coordination, they ensure project applications are complete and facilitate initiation of project-level environmental review as necessary, while clearly and accurately presenting project details to the Planning Commission, City Council, and the public.

4LEAF is able to provide comprehensive urban design and architectural design review services to ensure that development proposals align with the City's General Plan, zoning code, and broader planning objectives. As part of the Design Review process, planners will conduct a thorough evaluation of project applications under the Permit Streamlining Act (Government Code § 65921). Within 30 days of submittal, applicants will receive a completeness letter determining whether the application is complete or requires additional information. If incomplete, planners will outline necessary revisions to ensure compliance with City standards, principles, policies, and regulations.

4LEAF will provide ongoing support in reviewing development proposals to ensure alignment with the City's vision. Our team will evaluate project materials, assess the City's initial analysis, and offer in-depth feedback from both urban design and architectural perspectives. We will also review architectural elements, verify conformance with zoning and planning standards, and respond to staff inquiries. Through this collaborative process, 4LEAF will help facilitate high-quality, compliant development that contributes meaningfully to the City's built environment.

Project Application Processing

The Counter Planning Technician plays a vital role on the Planning Team as the first point of contact for most applicants and members of the public. They will represent the City with professionalism, clarity, and empathy—particularly in the context of regulatory compliance. Key responsibilities include accepting planning applications, creating project files, and establishing review timelines, including conducting completeness checks in accordance with the Permit Streamlining Act (Government Code § 65920 et seq.).

Our team will utilize the City's existing submittal forms while also advising on potential updates to align with evolving land use regulations. The Planning Technician will collaborate closely with City staff, 4LEAF managers,

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and fellow planners to coordinate staff assignments for all incoming applications. Confident and adaptable, the Technician will be prepared to provide accurate information via phone, email, or in person, ensuring a responsive and efficient application process. With strong attention to detail, they will review submissions for completeness and compliance prior to intake and case processing.

The 4LEAF Planning Team is composed of experienced Senior-level project managers, Associate and Assistant Planners, and Planning Technicians. Project review assignments will be made depending on the complexity of the project and the applicable experience of the Planner assigned. Our project management approach serves to maximize team ability to process applications effectively from compliance and environmental review to design review and decision-maker hearings. This approach also ensures that our Planning Team is assigned the appropriate number of projects suited to their experience and qualifications, thereby realizing cost and time effective management as part of our approach.

Project Meetings and Committees

4LEAF recognizes the importance of clear and consistent communication and places a high value on ensuring mutual understanding throughout the project. To achieve this, our contract planners will meet with City staff, as well as City Council, Planning Commission, other city committees, and various stakeholders to discuss projects as needed. Our 4LEAF Planning team can facilitate discussions with the City and organizations involved regarding project goals.

Long-Range Planning Policy and Strategies

Our contract planners bring extensive experience across a broad spectrum of development types—from small-scale tenant improvements to complex mixed-use, hotel, commercial, industrial, and energy-related projects. Beyond project review, our team has contributed to long-range planning efforts including policy development, Housing Element implementation, and zoning code updates. We are well-versed in aligning local plans with state mandates and regional initiatives, and can support the preparation of General Plan amendments, Specific and Community Plans, and other forward-looking planning documents that reflect both community input and regulatory compliance.

4LEAF's qualified and knowledgeable contract planners will perform applicant-initiated applications, including land use and zoning research, conformance reviews, discretionary entitlement processing, project management, staff report preparation, review and preparations of conditions of approval, and attendance at required meetings for the Planning Commission and City Council.

Our contract planners will provide a variety of project review services such as:

- Conducting research and developing recommendations for land use, zoning, urban design, and environmental needs
- Conducting preliminary review of applications during the 30-day application completeness review period pursuant to the Permit Streamlining Act (Government Code Sections 65920, et seq.)
- Providing responses to public inquiries via telephone, email, mail, remotely, or in person regarding permit applications for zoning, plan review comments, and other general inquiries
- Performing plan reviews and re-checks as needed

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- Notifying applicants of any additional information or studies required to ensure a complete project description is submitted prior to the application being deemed complete
- During preliminary review, assessing the appropriate environmental review for the project and the potential need for additional information necessary to complete CEQA and/or NEPA reviews
- Providing ministerial review and ushering entitlement reviews through discretionary review by decision makers. This review assesses project applications for the appropriate permits and plan amendments for compliance with the City's General Plan and Housing Element, the Zoning Code, State housing requirements, the Subdivision Map Act, Design Guidelines, and applicable objective design guidelines or Specific Plan requirements
- Conferring with and providing information to applicants, property owners, contractors, developers, engineers, architects, and the public regarding conformance to standards, plans, specifications, and codes
- Preparing staff reports, resolutions, ordinances, and conditions of approval and giving oral presentations to the Planning Commission, City Council, and various committees and commissions, and attending evening meetings as required
- Analyzing data for economic, social, environmental, and physical factors affecting land use and preparing environmental documents for public review and adoption
- Processing and reviewing City permits, Plan Checks, Zoning Clearances, Business Licenses, Master Sign Programs, Administrative Permits, Minor and Major Use Permits, Conditional Use Permits, Design and Site Review, Variances, Lot Line Adjustments and Tentative Maps, Zoning Map Amendments, and General Plan and Development Code Amendments
- Assessing project descriptions for CEQA determination to ensure adequate information is provided to allow an assessment of environmental effects consistent with City requirements and notifying the applicant.
- Preparing CEQA documents with the appropriate level of environmental review that include exemptions, Initial Studies (IS), Negative Declarations (ND), and Mitigated Negative Declarations (MND)
- Providing peer review services through qualified 4LEAF staff, reviewing applicant-prepared technical studies and tribal consultation letters submitted with project applications. Partnering with qualified experts to provide technical studies as needed depending on the environmental review scope
- Providing technical assistance in analyzing, coordinating, and implementing local and state development requirements
- Performing project management duties including the maintenance of the development database and tracking of deadlines, application submittal requirements, and workload while maintaining quality work products, meeting timelines, and staying within budget
- Providing technical support to the Planning Commission and commission staff as well as other City committees, commissions, boards, and advisory groups

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Historic Preservation

4LEAF's Senior Planner / Historic Preservation Specialist, Stacey Kinsella, will be assisting the City of Benicia with historic resource evaluations and services, bringing extensive experience in evaluating and preserving historic resources. With over 25 years in design and planning – including nine years managing a Certified Local Government (CLG) Preservation Program – 4LEAF specializes in Historic Resource Evaluations, DPR 523 Forms, and applying the Secretary of the Interior's Standards.

Our expertise spans a broad spectrum of projects, from residential additions to large-scale commercial redevelopments, with a strong focus on historic preservation. 4LEAF excels in evaluating, documenting, and safeguarding historic resources, ensuring compliance with local, state, and national preservation standards.

Comprehensive Historic Preservation Services

- Conducting Historic Resource Evaluations and preparing DPR 523 Form
- Applying the Secretary of Interior's Standards for restoration and rehabilitation projects
- Managing Landmark Designation and Certificate of Appropriateness applications
- Collaborating with cultural arts organizations and local historical societies to document and preserve significant properties
- Serving as a liaison to Preservation Commissions, preparing staff reports, and conducting educational training seminars
- Ensuring compliance with CLG Annual Report requirements for the California Office of Historic Preservation

Mills Act Program Expertise

4LEAF offers specialized expertise in Mills Act implementation, guiding historic property owners through the designation and application process. Our team coordinates with legal staff, prepares contracts, and presents applications to City Councils. We also provide informed guidance to prospective buyers on both the financial benefits and preservation responsibilities associated with Mills Act properties.

Ongoing Professional Development and Compliance

Our Historic Preservation Specialist has completed specialized training through the National Preservation Institute, including coursework in Section 106, GIS mapping, and Native American heritage. Additionally, we stay up-to-date with evolving preservation policies through annual CPF conferences and the Secretary of the Interior's Standards Bootcamp.

With strong expertise in historic preservation, regulatory compliance, and real-world project experience, 4LEAF is dedicated to helping the City of Benicia protect and celebrate its historic resources while supporting thoughtful development and the preservation of community character.

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Environmental Review

4LEAF's Planning Team has extensive experience managing and preparing environmental review documents in compliance with the California Environmental Quality Act (CEQA). Our team provides end-to-end support for public and private development projects, including the preparation of defensible Project Descriptions, Exemptions, Initial Studies, and Mitigated Negative Declarations. We assist in identifying the appropriate level of CEQA review early in the process and work collaboratively with City staff, applicants, and technical experts to ensure clarity, consistency, and legal defensibility.

When technical studies are required, 4LEAF draws on a network of qualified subconsultants to complete resource-specific analyses, including biological, cultural, transportation (including VMT), noise, and greenhouse gas emissions studies. We are well-practiced in managing subconsultants, preparing Mitigation Monitoring and Reporting Programs (MMRPs), and overseeing technical peer reviews. 4LEAF also supports the City in issuing and distributing CEQA documents, coordinating with responsible agencies, and preparing RFPs or RFQs for specialized environmental services. Our planners are available to conduct field visits, monitor project compliance with mitigation measures, and ensure timely and thorough documentation throughout the environmental review process.

***Should subconsultants be required to complete any portion of the City's Environmental Review projects, 4LEAF will obtain prior written authorization from the City and the City maintains the right to accept or reject any proposed changes to the project team members.**

Rapid Response Services

4LEAF brings extensive experience in supporting jurisdictions with emergency and disaster recovery services that prioritize speed, safety, and community resilience. Our team has led post-disaster recovery efforts across multiple regions, providing expedited planning and permitting services, code compliance review, and coordination with city departments and outside agencies. We are equipped to mobilize quickly—within 24 to 48 hours—to assist with fast-tracked permit processing, temporary use authorizations, and amendments to local ordinances to facilitate timely rebuilding efforts in the wake of natural disasters or other emergencies.

Our planners have developed and operated dedicated recovery permit centers and online tracking tools that streamline application intake and facilitate transparent, real-time communication with applicants. We also support the development of zoning and land use strategies that encourage resilient, sustainable redevelopment. By integrating emergency response coordination with long-term planning, our team helps communities recover efficiently while laying the groundwork for stronger, future-ready infrastructure. 4LEAF's collaborative, hands-on approach ensures that recovery is aligned with community needs and regulatory requirements, enabling cities like Benicia to rebuild quickly, safely, and thoughtfully.

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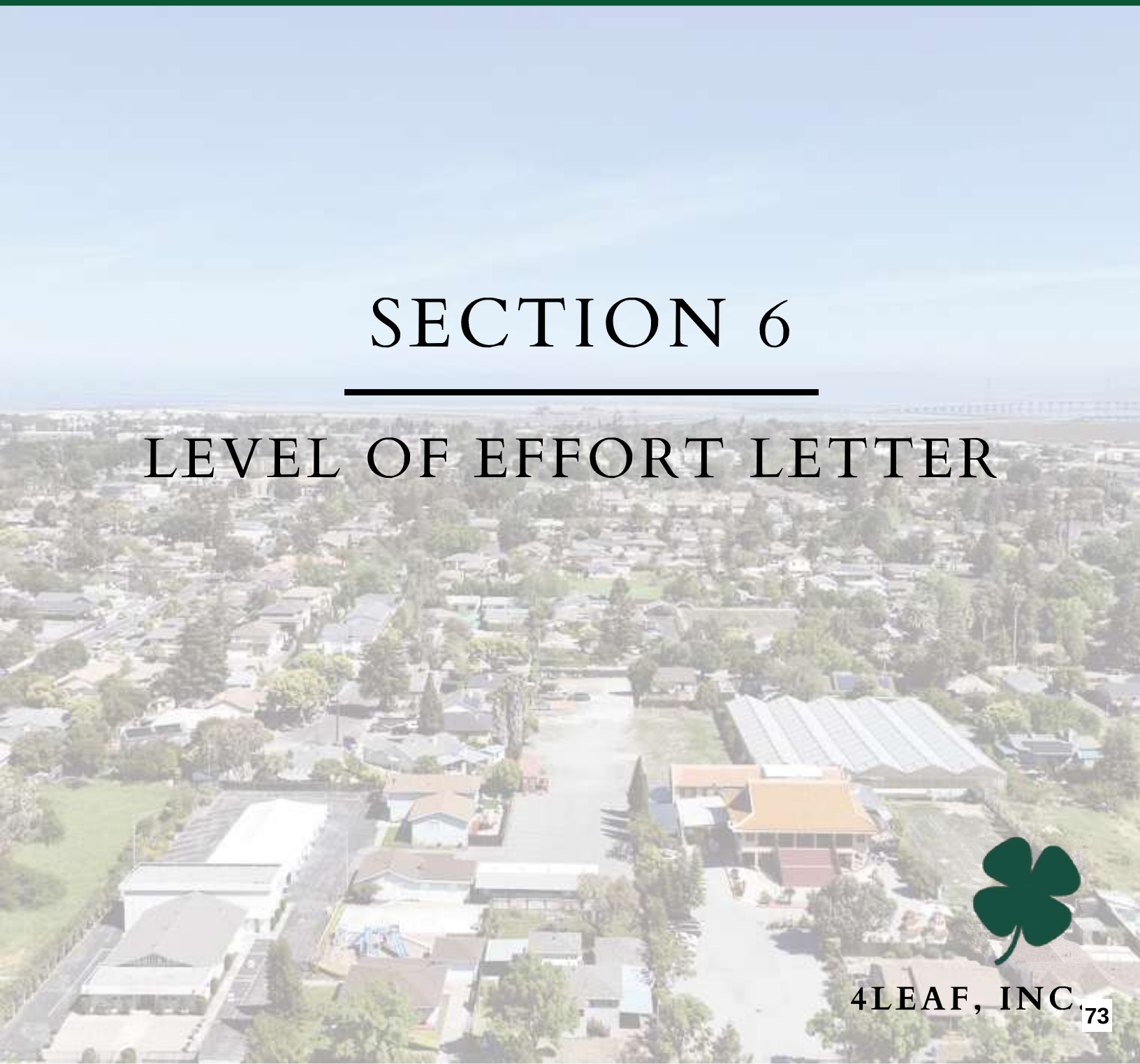
ON-CALL PLANNING SERVICES, RFP #25-063

TO THE

CITY OF BENICIA

SECTION 6

LEVEL OF EFFORT LETTER



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SECTION 6: LEVEL OF EFFORT LETTER

Please see **Section 9: Pricing Proposal** for 4LEAF's breakdown of hourly rates and additional costs.

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PROPOSAL TO PROVIDE

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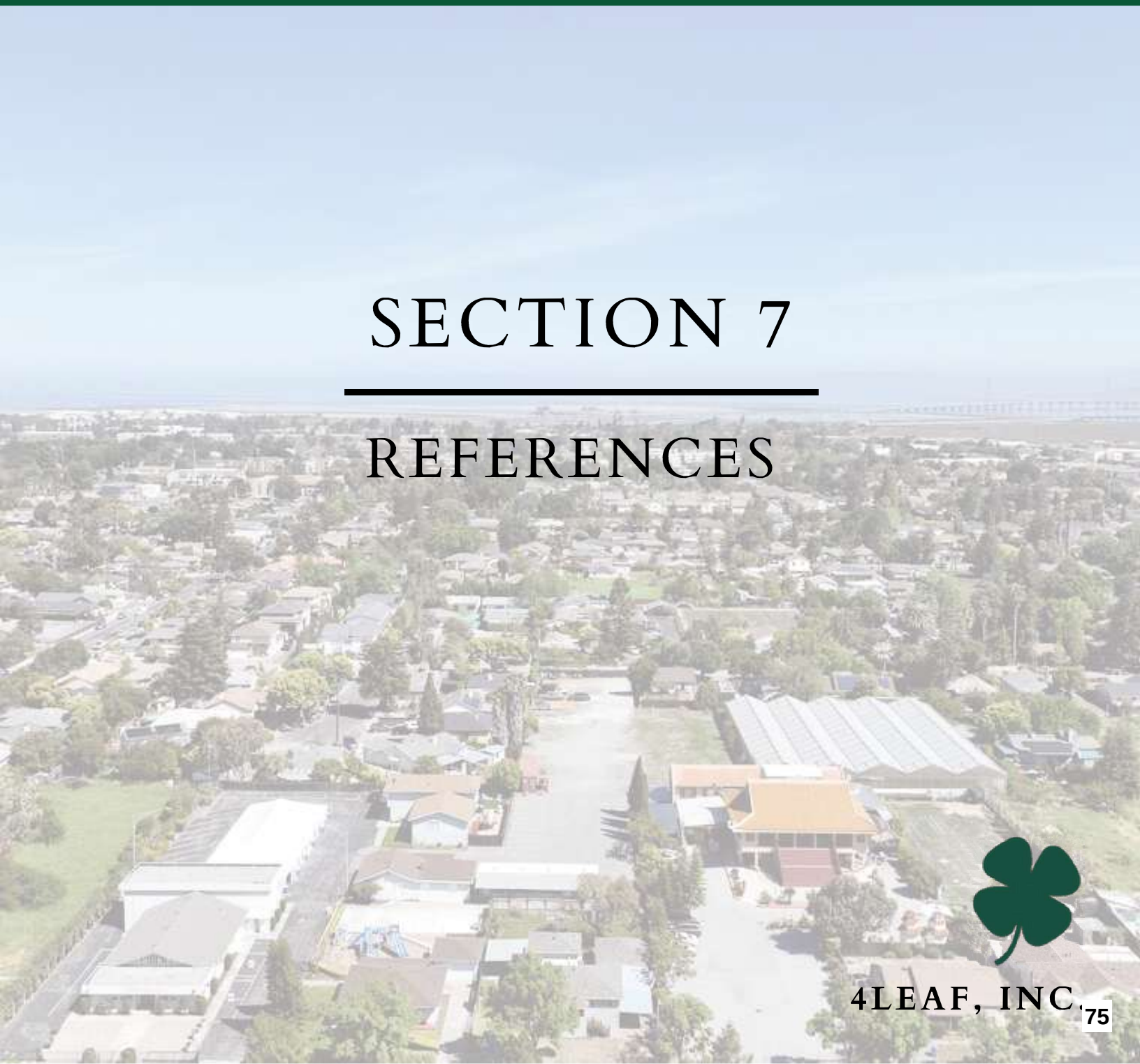

SECTION 7

REFERENCES

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SECTION 7: REFERENCES

City of Rohnert Park

Housing Element Update

4LEAF completed the Housing Update for the City of Rohnert Park, located in Northern California. The city has a Regional Housing Needs Allocation (RHNA) of approximately 1,580 units compared to 899 units in RHNA Cycle 5, representing a 76% increase from the last Planning cycle. To ensure an adequate inventory of viable sites, the 6th Cycle Housing Element Update necessitates rezoning in targeted areas.

The city chose 4LEAF because our team of professional planners have an established working relationship with HCD and a thorough understanding of State housing law. Our team has demonstrated the ability to be proactive in maintaining communication, meeting deadlines, and addressing all the new statutory requirements for 6th Cycle Housing Elements. Rohnert Park's Housing Element was among the first in the Association of Bay Area Governments (ABAG) region to achieve full HCD certification of compliance with State housing laws in March 2023.

Our services for this project include:

- Project management
- Community outreach and engagement
- Housing Element preparation
- CEQA compliance (with Rincon Consultants based on concurrent General Plan Update EIR)

Some of our Housing Element work can be viewed on the City's website at: https://nsc-housing.org/city-of-rohnert-park

Agency Name: City of Rohnert Park
Contact Name: Jenna Garcia, Housing Manager
Contact Email: JGarcia@RPCity.org
Contact Telephone: (707) 588-2238

Key Personnel: Jane Riley, AICP
Luke Lindenbusch, AICP

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Napa Sonoma Collaborative, ABAG/MTC

The Napa Sonoma Collaborative is an ABAG-supported technical assistance effort coordinated by 4LEAF and funded by State Regional Early Action Planning (REAP) funding. The purpose of the Collaborative over the past two years has been to aid the 16 jurisdictions of Napa & Sonoma Counties as they complete their Housing Element Updates and implement housing policy. Through this effort, 4LEAF has acted as a convener for regional stakeholders, guiding fair housing analyses responsive to the recommendations of our Equity Working Group, gauging consensus around housing opportunity sites through a Developer Panel of affordable and market-rate builders, and providing presentations to local Planning Commissions, City Councils, and Boards of Supervisors on legislative updates affecting local planning policy.

In partnership with Rincon Consultants, the Collaborative has established the innovative Housing Connect an easy-to-use tool that allows jurisdictions to analyze, manage, and report residential development in a visual, transparent, and cost-effective way while streamlining preparation of the Housing Element Annual Progress Report. Moving into REAP 2.0 in 2024, 4LEAF's focus with the Collaborative has evolved to promote reduction in vehicle miles traveled (VMT), support infill development, and affirmatively further fair housing (AFFH).

Agency Name: Association of Bay Area Governments/Metropolitan Transportation Commission
Contact Name: Heather Peters, Principal Regional Housing Planner
Contact Telephone: (415) 778-6752
Contact Email: hpeters@bayareametro.gov
Contract Dates: 2024 – Present

Key Personnel: Jane Riley, AICP
Luke Lindenbusch, AICP

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City of Foster City

Planning and Consulting Services

4LEAF provided the City of Foster City with a Planning Technician who oversaw both processing permits and plans under the direction of the Community Development Director. Main duties included but were not limited to:

- Researching, reviewing, and preparing documents for minor architectural and design reviews.
- Reviewing building permits for planning and external consistencies.
- Researching miscellaneous assignments for hiring ranking staff and department heads.
- Answering questions from the public via phone, email, or the public counter at City Hall.
- Conducting Planning Department inspections on an as-needed basis.

Current/recent project support:

- **Lantern Cove Apartment Redevelopment**: Architectural Review, Planned Unit Development/Specific Plan "Concept Plan", Development Plan, General Plan Amendment, and environmental review to add 420 new dwelling units and 518 new parking spaces on a 16.8-acre site. The site includes thirty-five (35) 2-story apartment buildings containing 232 dwelling units, a leasing/amenity building, and 482 parking spaces.

- **Pilgrim Triton Phase C/Laguna Vista Development:** 70 townhouse-style condominium unit subdivision known as Laguna Vista, and 22 Workforce Housing Apartment units that will be owned by the City of Foster City. Project also includes the enlargement and completion of the Pilgrim Triton Plaza Park.

- **New Hotel Development:** New hotel development approximately 83,190 sf, seven-story hotel and associates site improvements. Hotel to feature approximately 156 guest rooms and include a limited-service restaurant and bar, meeting space, rooftop terrace, and uncovered garden deck. The building is to be constructed on a raised podium above ground-level parking and will be surrounded by a 141-space surface parking field.

Agency Name:	City of Foster City	Key Personnel:	Daniel Hortert, AICP
Contact Name:	Sophia Mangalam		Tonya Ward, AICP
Telephone:	(650) 286-3239		
Email:	SMangalam@FosterCity.org		
Address:	610 Foster City Blvd., Foster City, CA 94404		

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City of Hermosa Beach

Planning, Building Official, Plan Review, Permit Technician, and Inspection Services

In addition to our other services, 4LEAF has provided the City of Hermosa Beach with exceptional on-call planning and environmental documentation services since 2023. In collaboration with the City's planning staff, Daniel Hortert, AICP, has worked closely with the City providing Senior-Level Planner services overseeing several Planning projects including reviewing applications for completeness and accuracy, California Environmental Quality Act (CEQA) documentation review, land-use and zoning codes and regulations. Our successful collaboration with the City of Hermosa Beach highlights 4LEAF's expertise in managing complex planning processes, our commitment to high-quality service, and our ability to support municipal planning departments effectively.

Key aspects of our work include:

- **On-Call Planning:** 4LEAF assists the City with various planning tasks as needed, consistently demonstrating our flexibility and responsiveness. 4LEAF planners review applications for completeness and accuracy, working closely with both planning staff and applicants to address any issues and streamline the process.
- **CEQA Documentation:** 4LEAF has prepared thorough CEQA documentation for multiple projects, ensuring compliance with environmental regulations and facilitating the approval process.
- Providing a project manager to oversee routine application projects including analyzing and evaluating site and architectural plans, performing technical reviews, making recommendations, and providing approval on applications and in-house reviews.
- Preparing staff reports for the Planning Commission, City Council, various City committees, and advisory boards as directed, preparing research, reports, maps, and conducting briefs.
- Conferring with architects, builders, attorneys, contractors, engineers, and the public regarding City development policies and standards; providing and clarifying information related to zoning, general plan compliance, signage, and other issues.
- Participating in coordinating City planning and development related activities with other City departments, stakeholders, and outside agencies.
- Answering questions and providing information to the public; investigating complaints and recommending corrective action as necessary to resolve complaints concerning the City's planning function.
- Maintaining accurate records and files and performing additional planning duties as needed.

Agency Name: City of Hermosa Beach
Key Personnel: Daniel Hortert, AICP
Contact Name: Alexis Oropeza, Planning
Telephone: (310) 318-0242
Email: AOropeza@HermosaBeach.Gov
Address: 1315 Valley Drive, 1st Floor, Hermosa Beach, CA 90254

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County of Mendocino

Cannabis Planning Services

4LEAF has played a crucial role in Mendocino County's cannabis licensing process for provisional Department of Cannabis Control (DCC) license holders needing to obtain their local licenses. This project highlights our exceptional capabilities in managing permitting processes, streamlining operations, ensuring regulatory compliance, and supporting applicants through complex licensing transitions.

- **Streamlined Local Licensing**: 4LEAF played a pivotal role in simplifying and expediting the cannabis permitting process in Mendocino County. Our efforts significantly enhanced transparency, visibility, and efficiency within the regulatory framework, benefiting both the county and cannabis businesses.
- **Grant Assistance and Funding Expertise**: 4LEAF planners provided support to applicants by directing them to the appropriate resources and contacts within the Mendocino County Cannabis Department for grant funds and fee waivers. Our guidance ensured that applicants were well-informed and could effectively navigate the grant funding process.
- **Collaboration and Public Outreach**: 4LEAF planners ensured that applicants were well-informed about requirements and processes. Our team maintained open communication channels with the local community and stakeholders, addressing concerns and providing continuous support.
- **Internal Training Processes**: 4LEAF developed and implemented a comprehensive internal training program to guide our team of planners. This included creating detailed guidance documents and templates, ensuring all team members were well-equipped to handle the complexities of cannabis licensing and maintain high standards of regulatory compliance.

- **Large Team and High Volume of Applications**: We assembled a dedicated team of 20 planners for the Mendocino County project. Within a year, this team successfully processed over 400 applications, demonstrating our capacity to manage a high volume of work efficiently and effectively.
- **Implementation of Accela**: The county adopted the Accela Civic Application for Cannabis Regulation, implemented with the support of 4LEAF and our partners. This system improved the management of cannabis permits and licenses, providing a more intuitive experience for both staff and business owners. The initiative significantly increased the capacity for handling a high volume of applications and ensured compliance with regulatory standards.

Agency Name:	County of Mendocino	Key Personnel:	Tonya Ward
Contact Name:	Sara McBurney, Senior Program Manager		
Contact Email:	mcburneys@mendocinocounty.gov		
Contact Telephone:	(707) 234-6680		
Dates of Service:	March 2023- Present		

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County of Santa Cruz

Recovery Permit Center Development Services

4LEAF was entrusted to establish and run the recovery permit center for the County of Santa Cruz after the lighting fire. Our duties included creating an all-in-one permitting center that would expedite the permits in the affected area. This required 4LEAF to take over all permit activities for the Building, Planning, Public Works, Engineering, Fire, Geology, and Environmental Health Departments. The area consisted of thirteen hundred lots that all fell within the coastal zones and sensitive protection area. All permit pre-application plan review and inspection services were done through the RPC. The recovery permit center is completely staffed with 4LEAF employees, consisting of the following:

- 6 Community Development Technicians
- 4 Building Inspectors
- 2 Plans Examiners
- 1 Registered Environmental Health Specialist
- 1 Building Official
- 2 Senior Planners
- 1 Civil Engineer
- 1 Deputy Director

Agency Name: County of Santa Cruz
Client Address: 701 Ocean Street, Room 330, Santa Cruz, CA 95060
Client Contact: Matt Machado PE, LS, County CAO
Client Telephone: (831) 454-2368
Client Email: Matt.Machado@santacruzcounty.us
Project Dates: 2020 – Present

Key Personnel:
Mike Renner, CBO – Project Manager

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ON-CALL PLANNING SERVICES, RFP #25-063

TO THE

CITY OF BENICIA

SECTION 8

RESUMES

4LEAF, INC.

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Michael Renner, CBO

Executive Project Manager

Experience
20+ years

Education
Building Inspection Technology Program Butte College, California

Certifications
ICC Certified Building Official
ICC Residential Building Inspector
ICC Residential Mechanical Inspector
ICC Residential Combination Inspector
ICC Commercial Building Inspector
ICC Residential Plans Examiner
ICC Residential Plumbing Inspector
ICC Building Plans Examiner
ICC Residential Electrical Inspector
ICC Building Inspector
ICC Building Code Specialist
State of California Post Disaster Safety Assessment Evaluator

Professional Affiliations
CA Building Officials Assoc. of CA.
International Code Council, ICC
Sacramento Valley Assoc of Building Officials
Green Building Council Assoc.
Served on Board for ICC East Bay Chapter.

Experience Summary

Mr. Renner is a highly experienced development professional with an extensive background in administration and management. He has successfully overseen 4LEAF's Planning Department through all stages of complex and high-value projects, including the City of Santa Clarita's Housing & Safety Element Updates, the Mendocino County Cannabis Application Processing Program, and On-Call Planning and Environmental services for cities such as Norwalk and Ventura, playing a critical role in shaping and implementing organizational strategic planning on a variety of projects. Michael's proactive communication with project managers and teams ensures clear directives in staffing decisions and project priorities, effectively ensuring he not only meets, but often exceeds stakeholder expectations.

Michael meticulously monitors the progress of various projects, ensuring they adhere to timelines and budgets and ensuring the project teams and staff are performing in alignment with the project's objectives. Additionally, Michael's management approach focuses on mentoring his staff and improving department processes to ensure services are delivered with a high level of customer service and is committed to serving the needs of our client through strong leadership and an effective collaborative approach.

Select Professional Experience

County of Maui, HI – Permit Recovery Center (PRC)
Executive Project Manager
2024 - Present

The 2023 Maui Wildfires were a series of destructive fires that swept throughout Maui, HI, in August 2023. The fires inflicted severe damage, particularly in the historic town of Lahaina on Maui's western peninsula, destroying a significant portion of the town and resulting in the damage or destruction of over 3,000 structures.

The Permit Recovery Center (PRC) is an on-site disaster recovery center exclusively dedicated to providing a vital resource for those who are looking to rebuild in fire-affected areas in Lahaina and Kula as they navigate the permitting process offering a full range of development services to residents, contractors, and developers in the County of Maui.

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City of Santa Clarita, CA – Housing and Safety Element Updates

Executive Project Manager

2019 – Present

Michael is the Executive Project Manager responsible for the management of the Housing and Safety Element Updates for the City of Santa Clarita. This project focuses on the City's Housing Element Update for the 2021-2029 planning period with certification by the California Department of Housing and Community Development (HCD) pending. 4LEAF is currently providing community outreach and public workshops, data collection, Housing Sites Inventory (number of housing units at time of contract was 77,815 total within City limits), drafting the Housing Element, preparation of Zoning Code amendments, and preparing and/or presenting at Planning Commission and City Council meetings.

City of Santa Rosa, CA – Planning Services

Executive Project Manager

2021 – Present

Michael is the Executive Project Manager responsible for the management of the development of the South Santa Rosa Specific Plan and Programmatic Environmental Impact Report (EIR) for a 1,900-acre lot in South Santa Rosa. The goal for the 4LEAF team is to have a comprehensive community involvement strategy that will then help develop a vision for land use in this area.

County of Santa Cruz, CA – Permit Recovery Center (PRC)

Executive Project Manager

2020 – Present

Michael is the Executive Project Manager for the full Fire Recovery Program following the CZU Lightning Complex Fire that took place the week of August 24, 2020. Michael implemented the infrastructure needed to fast-track the Permitting Process for the thousands of displaced residents. In addition to various outreach events, creation of hand-outs, and the coordination of several County divisions, the Recovery Permit Center (RPC) offers a full range of planning and building assistance to residents, contractors, and developers and utilizes the County's electronic plan process.

In the Spring of 2019, the County of Sonoma suffered extensive flooding due the rising waters of the Russian River. Michael was able to immediately dispatch 20 inspectors to inspect/assess the damages caused to properties because of the flood. This saved the County a significant amount of time and money by privatizing the work which was completed over a three-day period.

County of Sonoma, CA – Resiliency Permit Center (RPC)

Executive Project Manager

2019 – 2023

The 2017 Complex Fires resulted in the destruction of 3,000+ residential structures in unincorporated Sonoma County. The Resiliency Permit Center is an on-site disaster recovery center exclusively dedicated to the residential reconstruction permitting needs and offers a full range of development services to residents, contractors, and developers in Sonoma County. Michael served as the Executive Project Manager and oversaw the RPC from staff recruitment, community

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outreach, the implementation of permitting procedures, plan review management, and building inspections, all while maintaining a cohesive partnership between the County of Sonoma and the 4LEAF, Inc.

Town of Paradise - Fire Recovery | 2019 - 2022

Executive Project Manager

Michael was the Executive Project Manager responsible for the management of the Community Development Services to the Town of Paradise. This four-year contract was put into place and 4LEAF was to provide permitting, plan review, building inspections, public works inspections, planning, code enforcement, debris removal management, and public outreach for the **$9.5 Billion rebuild** set to take place over the next 10 years. 4LEAF assisted the Town with a post disaster recovery-centered office that offers permit intake and processing, record support, plan review, and inspections services for the peak rebuild during the next several years. This office offers the full range of planning and building assistance to residents, contractors, and developers. In addition, 4LEAF provided outreach specialists to help provide education and outreach to the community on processes and progress of rebuilding. 4LEAF and its staff utilized the Accela software for permitting and building.

Calaveras County, CA – Butte Fire Recovery | 2016 - 2017

Interim Building Official

Michael acted as the Interim Building Official during the Butte Fire Recovery process. The Butte Fire burned over 70,000 acres and destroyed over 1,000 structures throughout the County. Michael oversaw the expedited redevelopment of the County.

Interwest Consulting Group, Stockton, CA | 2012 -2016

Building Official

Michael provided review services for residential and non-residential construction project plans for compliance with California Building, Plumbing, Mechanical, Electrical Codes, Energy Standards and California Accessibility Standards, state and local building codes, policies, amendments, and ordinances. He provided as-needed in-house plan review services for the County of Napa and the Town of Atherton.

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Daniel J. Hortert, MCP, AICP

Project Manager / Director of Planning

Experience

30+ years

Core Competencies

Technical Plan and Compliance Review
Project Management
Policy Development and Administration
Technical Writing and Presentations

Education

University of Cincinnati (1996-1998), Master of Community Planning (MCP)

University of Southern California (1993- 1996), BS Planning and Development (BS PLDV)

Grossmont Community College (1991-1993), AA General Studies/Architecture

Certificates & Achievements

American Institute of Certified Planners #016957 (7/2001)

International Code Council certifications (7) for residential and commercial construction

Plan2040 Comprehensive Plan
Doña Ana County, NM
CNU27 Charter Award Winner

Professional Affiliations

American Institute of Certified Planners (2001-Present)

American Planning Association (1993-Present)

California Chapter (Current Chapter

International Economic Development Council (2012-Present)

International City/County Management Association # 749050

Experience Summary

Daniel has over 30 years of Planning and Development services experience including over 20 as a public servant for municipalities with populations ranging from 3,500 to over 3.5 million. Daniel's experience covers a range of municipal functions including Planning Director, Senior Planner, Planning Manager/Principal Planner, and Community Development Department Director for public and private sector agencies. He is experienced in land development, construction, community engagement/education, project management, project budget control and oversight, residential, commercial, and industrial site planning and compliance review, and entitlements from single-lots to large complex master planned communities.

Daniel has extensive experience administering and managing regulatory document preparation including creating and updating land development ordinances, comprehensive and general plans, traditional and form-based coding, development agreement negotiations, and residential and commercial design guidelines. His recent planning assignments on behalf of 4LEAF include the cities of Sausalito, Larkspur, Pinole, Greenfield, Hermosa Beach, Imperial Beach, and Jackson County, OR.

Select Professional Experience

4LEAF, Inc. - City of Larkspur, Town of Fairfax & City of Sausalito
Project Manager / Director of Planning

Daniel oversaw the Community Development Departments for the cities of Larkspur and Sausalito, and the Town of Fairfax, which included managing the Planning, Building, and Code Enforcement scopes. Additional responsibilities included providing information to the public regarding zoning regulations and permit procedures, active project proposals, and permit and property records.

4LEAF, Inc. - City of Greenfield, CA
Principal Planner

Daniel was responsible for coordinating the development of the Community Development Policy & Procedure Guidelines for the department. Additional work included cannabis policy, development and cannabis deposit accounts, and development process flowcharts.

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4LEAF, Inc. - City of Pleasant Hill, CA
Contract Project Planner

- Acted as project manager for five development applications.
- Client liaison to commissions, boards, and council.
- Performed design and compliance review with City standards.
- Tentative Maps.
- Master Sign Programs.
- General and Specific Plan Development/Amendments.
- Researched and assisted with grant funding application (SB 2).

4LEAF, Inc. - City of Pinole, CA
Contract Planning Manager

- Supervised Planning, Building, Code Enforcement, and Permit staff.
- Administered General Plan/Specific Plans, Zoning/Subdivision Ordinances, Design Guidelines, and CEQA Compliance.
- Advised at various councils, boards, commissions, and elected officials on planning-related issues
- Served as liaison and performed functions in support of the Planning Commission including project review, staff reports, recommendations, resolutions, and conditions of approval.
- Provided customer service to the public, internal and external departments, and agencies.
- Provided environmental reviews for development projects.

Doña Ana County, NM
Economic Development Manager/Director/Senior Planner
8/2011 - 1/2019

- Oversaw County Economic Development functions.
- Promoted, expanded, and retained business operations county-wide.
- Processed and administered Local Economic Development Act (LEDA) applications/contracts.
- Worked with area agencies to bring economic prosperity to each region.
- Directed Community Development Department consisting of 40+ employees including Current and Advance Planning, Building Services, Geographic Information/Mapping, Grants and Administration, and Animal Control/Code Enforcement Divisions.
- Fostered and encouraged team atmosphere amongst Community Development divisions as well as other county departments and external agencies/organizations.
- Developed department and County policies related to the efficiency of daily operations.

RBF Consulting - Phoenix and San Diego Offices
Senior Planner/Associate/Project Manager
6/2005 - 9/2010

- Successfully managed a variety of commercial and residential development project applications.
- Routinely interacted with City/County staff on submittal of complex planning projects.
- Coordinated various internal/external disciplines to ensure complete submittal packages.
- Managed complex planning studies, development applications, and reviewed proposals.

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- Reviewed and processed complex general, master, and comprehensive plan amendments, rezoning requests, annexations, site plans, minor and major subdivision plats, CEQA compliance (CA only) including assisting with EIRs, Initial Studies, and Categorical Exemptions, and a Coastal Permit in Del Mar, San Diego County.
- Developed project budgets, verified contract expenditures and compliance.
- Conducted research and prepared reports on land use, physical, social, and economic issues.
- Provided professional planning assistance to member communities on varied land use projects.
- Performed field inspections.

Town of Chino Valley, AZ
Planning Manager/Director
3/2003 - 6/2005

- Oversaw Development Services Department including recruitment and staff evaluation.
- Developed organization-wide and department-wide goals, objectives, policies, and procedures.
- Reviewed and approved ministerial/minor application submittals (lot-splits, R-O-W dedications).
- Prepared division/department operations budget including revenues, expenditures, and staffing.
- Ensured that Town Boards and Commissions were fully informed on application submittals.
- Lead Planner during General Plan and Unified Development Ordinance rewrites.
- Lead author of the Town's Property Maintenance Code.
- Reviewed and approved all departmental reports and presentations to ensure that local state and federal regulations were complied with.
- Prepared grant applications for AZ Growing Smarter funding, procured two grants ($10,000/$2,500 for the 2003 General Plan Amendment).

Cranberry Township, PA
Planner/Code Enforcement Officer
1/2000 - 3/2003

- Managed multiple residential and commercial development project applications including building plan review, site plan review, approval of building plans, all aspects of residential and commercial site and structural inspections.
- Facilitated developer negotiations and drafted agreements for large development projects.
- Performed code enforcement duties for compliance with Township regulations including inspection, citation, and fines/court.
- Prepared written and oral reports for Township Boards and Commissions.

Butler Township, PA
Planner/Regulations Inspector
8/1998 - 1/2000

- Managed residential and commercial development project applications (Zoning and Subdivisions).
- Performed code enforcement duties.
- Performed residential and commercial building plan reviews.

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Jane Riley, AICP

Director of Advance Planning & Housing

Experience

30+ years

Education

MA, Housing & Community Development (Interdisciplinary Studies)

BA, Environmental Studies & Planning

Management Certificate
University of the Pacific

Certifications

AICP

Awards

Northern Section APA CA – Best Practices Housing Connect Tool (with Rincon)

APA California Chapter Opportunity & Empowerment Award of Merit, 2019

California State Association of Counties Challenge Award, 2017

California Planning Director's Association Recognition Award, 2016

Experience Summary

Jane is an experienced planning professional with a proven history of moving forward successful planning and policy initiatives. She has worked as a professional planner for more than 30 years and cares deeply about the communities that she serves. Her decades of experience include both current (project review) planning and comprehensive planning.

Jane has a wealth of experience leading the preparation, adoption, and certification efforts for a variety of comprehensive planning documents, including General Plans and Housing Elements. As the lead staff for the Napa-Sonoma Collaborative, she has led multiple subregional initiatives and is a respected collaborator for the 16 member jurisdictions. Jane has managed efforts to adopt inclusionary and workforce housing programs, created a variety of zoning programs to implement housing and land use policies, and directed progressive and award-winning housing programs.

Professional Experience

4LEAF, Inc.

Director of Advance Planning & Housing

2020 - Present

Jane leads a team of highly skilled planners in all our long-range planning efforts. She undertakes advanced, highly complex professional planning activities and oversees difficult and sensitive planning projects. In addition to policy creation and analysis, she ensures compliance with statutes, oversees our specialized planning functions, and provides overall management on planning issues. Jane leads our General Plan, Area Plan and Specific Plan projects, and recently led the Housing Element updates for 7 cities and two counties with a 100% HCD certification record.

County of Sonoma

Planning Division Manager 2017 – 2021 **Supervising Planner 2015 – 2017** **Planner III 2003 – 2015**

As lead in the County's Comprehensive Planning Division, Jane performed a variety of complex planning and development work on behalf of the Department, the Planning Commission, the Board of Supervisors, developers, contractors, and the public. Her responsibilities included oversight of planning staff in the County's General Plan Update, performing long-range and special planning projects, managing planning policy initiatives, preparing reports and budgets, and presenting to boards and commissions. She authored and implemented many of Sonoma County's innovative programs to remove regulatory barriers and to incentivize housing production, including the award-winning Rental Housing Opportunity Area Program.

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In her first role with the County, Jane focused on advancing land use and regional housing policy initiatives, implementing the County's 3rd cycle Housing Element and various State housing laws through a series of zoning code updates. She also managed the County's housing programs, administered State and Federal grants, implemented state-mandated housing requirements, processed housing development projects, led public workshops, prepared housing element updates for the 4th and 5th cycles, oversaw and directed consultants, and managed a full slate of housing programs.

City of Sebastopol
Associate Planner
1994 - 2002

In her 8+ years with the City, Jane's main responsibilities as an Associate Planner included:

- Developing studies and reports to support new and updated plans, programs, and regulations
- Reviewing and assisting in the review of moderately difficult development proposals and site plans for conformance with codes, plans, and regulations
- Preparing and presenting detailed reports on development proposals to government bodies
- Collecting a variety of statistical data and preparing reports and maps on topics such as census information, land use, tax base data, and occupancy rates
- Evaluating or assisted in the evaluation of re-zonings, ordinance and General Plan amendments, site plans, special use permits, variances, and other proposals
- Acting as liaison between community groups, government agencies, developers, and elected officials in developing neighborhood plans
- Making presentations to boards, commission, and interest groups

City of Healdsburg
Assistant Planner
1990 – 1994

Jane began her professional planning career in the City of Healdsburg, where she worked the front counter providing zoning and property development information to the public; processed development applications including variances, use permits, design review and subdivisions; and made presentations to the Planning Commission. She returned to college to earn her Master's degree while working for the City.

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Tonya Ward, AICP, MUP

Principal Planner

Experience
25+ years

Education
M.U. P., Urban & Regional Planning San Jose State University
B.A., Political Science
University of Missouri, St. Louis

Affiliations
American Institute of Certified Planners
American Planning Association, CA Chapter
International Code Council

Software
Microsoft Office Suite
GIS
Granicus
Accela
HDL
TRAKiT
Tyler Technologies

Experience Summary

Tonya is a skilled professional land use planner with 25 years of municipal experience in current and long-range land use permits, environmental review, cannabis permitting, urban design, General Plan preparation and implementation, municipal code updates, economic development, coastal and shoreline permitting, historic preservation, and housing program implementation.

Tonya's professional and academic industry experience contribute to her extensive knowledge of the planning field and her impressive presentation and public speaking skills. She is passionate about helping facilitate responsible initiatives that provide continuous opportunities for livable and equitable communities, and her ability to serve as a leader makes Tonya is an asset to any team, project, and work environment she is assigned.

Select Professional Experience

4LEAF, Inc.
Principal Planner
2022 – Present

Tonya contributes to 4LEAF's municipal Planning Department clients by:

- Leading a team of 20 planners to process a mix of 800 ministerial and discretionary cannabis applications for Mendocino County.
- Managing complicated Planning studies and development applications and environmental reviews.
- Developing budgets, directing bidding processes, and verifying contract expenses and compliance.
- Working in regional program zones including natural and water resources Planning, community development, hazard planning, and coastal zone management.
- Completing field inspections to collect data related to development review processes and verifying that development projects comply with approved plans.
- Serving as a liaison to staff, Planning Commissions, City and County Councils, and Board of Supervisors.
- Supervising and mentoring Junior Planners.

City of Auburn
Senior Planner
2018 – 2022

- Planned, managed, organized, and oversaw operations and services of the Planning Department including current, advanced, and environmental planning; processing of all ministerial and discretionary planning entitlements and General Plan Updates; implementing Master Plans and entitlements associated with the City's Municipal Airport and Waste Treatment Plant; participated

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as a technical contributor for the City's Local Hazard Mitigation Plan and Airport Land Use Compatibility Plan; prepared and implemented CEQA and NEPA documents.

- Interacted with and assisted the public, development, and business community regarding the planning and/or building process.
- Managed consultants and negotiated professional service contracts.
- Developed policies and procedures; prepared and administered budgets and grants; provided responsible and complex staff support to the City Council, City Manager, Commissions and Committees, and coordinated activities with other City officials, departments/divisions, outside agencies and organizations.
- Prepared, reviewed, attended, and presented staff reports and various updates to the City Council, Planning Commission, Historical Design Review Commission, Placer County Transportation Planning Agency/ Airport Land Use Commission, California Housing and Community Development Department, Sacramento Area Council of Governments, and a wide variety of community groups.
- Supported area plans, neighborhood plans, and other large policy Initiatives.
- Provided regular and timely planning, design, public realm, spatial analysis, and mapping expertise to various master plans, neighborhood plans, and other revitalization projects.
- Reviewed transport aspects of development applications and used GIS for better integration of land use and transportation planning.

City of Millbrae

Community Development Director

2015 – 2018

- Planned, managed, oversaw, and directed all operations and services of the Community Development Department, including activities in the Planning, Building, Code Enforcement, Housing, and Economic Development divisions.
- Managed staff and consultants through direct and subordinate supervisors; developed department goals, policies, and procedures; prepared and administered budgets; provided responsible and complex staff support to the City Council, Planning Commission, City Manager, and coordinated activities with other City officials, departments/divisions, outside agencies.
- Participated in establishing the strategic action plan for the Department including implementation of the organization's mission, vision, goals, and objectives, and participated in follow-through monitoring to assure accomplishment of established goals.
- Monitored and provided policy direction on complex development applications or activities including General Plan Update, Millbrae Area Station Specific Plan, Downtown Enhancement Plan, Housing Element implementation, Parks Master Plan Update, Community Center Restoration, Committee and Commission Reorganization, Grand Boulevard Initiative development, Capital Improvement Projects, grant administration, and modernization of computerized tracking systems, data, and fee schedules.

CSG Consultants, Inc.

Principal Land Use Consultant

2013 – 2015

- City of Millbrae, CA: Developed and implemented new planning and customer service processes

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for the Community Development Department; prepared environmental review; managed and trained planning staff; prepared staff reports and presented at public hearings; acted as liaison to the Planning Commission; reviewed and issued a variety of entitlements for consistency with applicable laws; reviewed, coordinated, assisted, and developed required ordinance revisions.

- City of Marina, CA: Prepared a Mitigated Negative Declaration for the ADA accessibility and habitat restoration of Dunes State Beach including parking and trail/walkway enhancements. Processed a Planned Development land use application and managed consultants.

City of Half Moon Bay

Associate Planner/Acting Planning Director

2004 – 2013

- Managed the Planning Department's work programs and activities including counter permit and fees, coordination of projects, and support to the Planning Commission and City Council.
- Interpreted architectural and engineering plans and specifications; reviewed and approved building permit applications; assisted the City Engineer with the coordination of large and complex public works and/or capital facilities construction project(s).
- Prepared and implemented CEQA and NEPA environmental assessment documents; interpreted and applied laws, ordinances, and regulations governing planning activities; analyzed and compiled technical and statistical information and reports to draft General Plan elements.
- Interacted with and assisted the general public and the development community regarding the planning and building process; responded to and resolved difficult and sensitive citizen inquiries and complaints; monitored and evaluated the efficiency and effectiveness of service delivery methods and procedures.
- Provided lead direction and supervision to consultants, technical, junior, and clerical staff; trained and assigned staff in areas of work including planning methods, procedures, and techniques.
- Managed project budgets, scope of work, schedule of performance, and regulatory compliance; prepared and evaluated Requests for Proposals/Request for Qualifications for site development and professional consultants; selected and managed consultants.

City of Walnut Creek

Assistant Planner

2001 – 2003

- Interacted with the general public and development community regarding the planning and/or building process; performed building plan checks and inspections; reviewed design and landscape improvements to the City's downtown revitalization plan; coordinated Planning and Building Department activities; issued business licenses and supported Code Enforcement staff.
- Processed planning assignments in accordance with environmental law; primary planner responsible for public inquiries regarding permit process; presented staff reports and recommendations to Committees, Zoning Administrator, and Planning Commission.
- Managed various projects and implemented Planning Department goals and objectives; drafted ordinances and resolutions and assisted in amendments to the City's General Plan and zoning ordinance.

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Luke Lindenbusch, AICP

Supervising Planner, Advance Planning & Housing

Experience
5+ years

Education
B.A., Honors, Global Public Health and Community Development
New York University

Certifications
AICP

Professional Memberships
American Planning Association (APA)
Congress for the New Urbanism

Experience Summary

Luke is a dedicated AICP-certified planner with extensive knowledge of the policy implications of city planning. With a background in public affairs, Luke is skilled in implementing innovative engagement strategies for field and digital campaigns to establish trusted communication with residents and stakeholders. He supports jurisdictions in the development and implementation of programs to provide certainty and efficiency in planning services. Luke has been welcomed to work collaboratively in varied communities as a team player who is highly adaptable to diverse environments.

Select Professional Experience

4LEAF, Inc.
Project Manager / Supervising Planner
2021 - Present
Luke contributes to 4LEAF's Planning Department by:

- Overseeing the preparation and implementation of Housing Elements throughout California.
- Leading technical plan writing including Specific Plans, Transit-Oriented Development (TOD), Affirmatively Furthering Fair Housing (AFFH) strategies, and programs in General Plan Updates.
- Providing on-call regional policy technical assistance to 16 jurisdictions in Napa & Sonoma Counties, including supporting access to State funding such as the Prohousing Designation Program.
- Orchestrating multifaceted community engagement strategies and actions.
- Managing legislative updates and communicating with jurisdictions on changes in State law.
- Coordinating with regional partners in government and nonprofit organizations.

Generation Housing
Project and Policy Coordinator
2020 - 2021
In this role, Luke's responsibilities included, but were not limited to public advocacy, policy analysis, housing project tracking, moderating public events, convening public officials, and mobilizing supporters.

City of Sebastopol
Planning Commissioner & Climate Action Subcommittee Chair
2020 - 2021
In these roles, Luke served as a council-appointed municipal planning official and climate action chair in this west Sonoma County city. Work included the promotion of local efforts and cross-sector engagement.

City of Santa Rosa
Community Advisory Committee Member, Downtown Station Area Specific Plan (DSASP) Update
2019 – 2021
Served on the CAC for the City's award-winning Downtown Specific Plan Update. Actions included mobilizing community members to be involved with the planning process and providing input.

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Kaitlin Roberts, J.D.

Senior Planner

Experience
17+ years

Education
B.S. Social Science, 2005, California Polytechnic State University, San Luis Obispo, CA
J.D., 2009, Lincoln Law School, Sacramento, CA

Certifications
State Bar of California 2010

Experience Summary

Accomplished Senior Planner and Environmental Specialist with over 17 years of expertise in land use planning and environmental compliance, with a strong focus on the California Environmental Quality Act (CEQA). Proficient in managing complex planning projects, including drafting and updating General Plans, Housing Elements, existing conditions reports, and specific and master plans. Experienced in evaluating development proposals for alignment with community goals and regulatory standards. Skilled in providing clear, actionable insights that support policy decisions, housing initiatives, and sustainable development. Known for delivering high-quality planning and analytical services to municipalities and private-sector clients, ensuring strict adherence to environmental and planning requirements. Extensive experience providing on-call services to cities across Northern California, driving effective project management and impactful community planning outcomes.

With a strong analytical aptitude and a solutions-driven approach, Kaitlin excels at identifying process improvements. Her self-motivated work ethic and collaborative style consistently contribute to streamlined workflows and enhanced project outcomes.

Select Professional Experience

4LEAF, Inc.
Senior Planner
2023 - Present
Kaitlin helps contribute to the productivity of 4LEAF's Planning Department by:

- Conducting comprehensive California Environmental Quality Act (CEQA) reviews and delivering precise environmental assessments across diverse project types.
- Coordinating closely with local government agencies to deliver efficient on-call planning services, overseeing development application reviews, and providing detailed CEQA documentation.
- Preparing staff reports, resolutions, and ordinances to support recommendations for Design Review, Planning Commission, City Council, and Director Hearings.
- Supporting policy initiatives and-related tasks, including creation of policies and programs in general plans, specific plans, and other local policy documents.
- Supporting the preparation of background reports and amendments for specific and master plans, contributing to effective long-range planning initiatives.
- Reviewing project documents for consistency and compliance, ensuring accuracy and adherence to planning standards.

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Dudek
Environmental Planner
2012 - 2022

- Served in project management and project planner roles on a variety of environmental review projects. Coordinated with technical team members, clients, project applicants and outside agencies.
- Prepared environmental review documents including environmental impact reports (EIRs), mitigated negative declarations (MNDs), and categorical exemptions. Conducted complex impact analyses in the areas of aesthetics, agriculture and forestry resources, cultural resources, land use, population and housing, biological resources, geology, noise, and public services and utilities.
- Provided on-call environmental services for local government agencies. Prepared CEQA documents and conducted peer reviews of applicant-prepared reports and technical studies.
- Served as contract planning staff for local government agencies. Provided front counter assistance, processed development applications and permits, prepared general plan amendments and zoning ordinance updates, prepared technical memoranda, drafted staff reports and public notices, and presented at public hearings.
- Contributed to specific plan and master plan projects, drafting amendments and reviewing development plans for alignment with established community goals.
- Assisted in housing element implementation efforts, providing technical support on planning initiatives and policy updates as required.

North Fork Associates
Environmental Planner
2007 - 2012

- Served as assistant project manager for variety of environmental review projects subject to CEQA. Prepared impact analyses in the areas of land use, biological resources, cultural resources, geology, noise, and public services and utilities.
- Prepared environmental documents, reports, presentations, technical memoranda, and public notices.
- Provided support to on-call planning and environmental staff.
- Conducted research, site visits, document review, and document tracking.
- Assisted in the production of technical reports and biological permitting packages.

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Jose Torres, AICP

Associate Planner/GIS Specialist

Experience
5+ years

Education
M.A., Community Planning
Auburn University – Auburn, AL
M.Sc., Geography
Auburn University - Auburn, AL
B.A., Chinese Language & Literature
University of California Los Angeles
A.A., Spanish Literature
San Francisco State University

Languages
English
Spanish
Japanese
Mandarin Chinese

Affiliations
APA, Hazard Mitigation and Disaster Recovery Planning Division
William Averette Anderson Fund

Experience Summary

Jose is a dynamic urban planner and Geographic Information Systems (GIS) specialist with extensive experience across diverse sectors. He is fluent in Spanish and brings a unique cultural perspective to his work, facilitating meaningful community engagement and public participation initiatives. His expertise encompasses advocacy for affordable housing, leading inclusive planning projects, and integrating GIS technology into urban development strategies. Jose's notable achievements include leading community-driven initiatives, managing conservation easements, and revitalizing urban spaces through participatory planning. He is dedicated to cultivating diverse, inclusive communities.

Select Professional Experience

4LEAF, Inc. – Pleasanton, CA
Associate Planner / GIS Specialist
2023 - Present

- Assists in producing and managing zoning codes, land regulations, and ordinances.
- Drafts background discussions, policies and programs for Specific Plans and General Plans.
- Manages and issues permits and interprets zoning regulations for the public.
- Provides Spanish translation for outreach materials and community engagement efforts
- Mapping for Napa Sonoma Collaborative Housing Connect tool; AB2334 density bonus eligible tax parcels, SB4 religious institutions, and Transit Oriented Corridors.
- Developed site inventories and analysis for Housing Elements in the 6th Housing Element Planning Cycle, including site identification, capacity analysis, and infrastructure requirements.

LandWatch Monterey County
Housing Advocate
April 2023 – December 2023

- Oversee advocacy efforts for housing elements across Monterey County during the 6th Regional Housing Needs Allocation (RHNA).
- Lead initiatives promoting affordable and fair housing, aligning zoning density with RHNA allocations, and integrating affordable housing into high-opportunity areas.
- Manage the LandWatch Public Data Viewer portal, providing essential resources for municipalities, including RHNA site inventory parcel data, administrative boundaries, land use and

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zoning information, transportation data, emergency management details, census and demographic statistics, and facility locations.

City of Seaside Community Development Department

Associate Planner

- Administer the city's General Plan and Zoning Ordinance, review development applications, and help shape the future of the community.
- Lead the development of a baseline GIS for the Planning and Building Department, streamlining permitting history from 2013 to 2022.
- Create an interactive web map to display Zoning and Land Use data, consolidating crucial land use information into one publicly accessible platform.
- Collaborate with Computer Science interns from California State University at Monterey Bay and established a GIS-based City of Seaside Building Permit Archive, ensuring accurate data management and standardization of building permit records.

City of Berkeley Public Works Department

Assistant Planner & Geographic Information Systems Specialist

- Lead various projects aimed at enhancing infrastructure management and operational efficiency.
- Develop an ESRI Field Maps application for collecting sidewalk condition assessment data and established data formatting policies for consultant deliverables.
- Data manager and trainer for the implementation of the NEXGEN Enterprise Asset Management System for all Public Works Divisions assets.
- Oversee street imagery and point cloud capture for the Cyclomedia project and assisted in the training and program implementation of a Global Positioning System (GPS) tracking software for the Public Works Zero Waste Division's service vehicles (Zero-Waste Division).

Georgia-Alabama Land Trust, Inc.

Geographic Information Systems Specialist & Regional Stewardship Manager

- Oversee the management of conservation easements in the Chattahoochee River Region and ensured compliance and scheduled maintenance of land management activities.
- Rebuild a geodatabase for conservation easements spanning over 400,000 acres of natural resources and contributed to the development of a GIS model for the Wetlands/In-Lieu Fee Mitigation program managed by the U.S. Army Corps of Engineers in Georgia

City of Culver City

CivicSpark Water Fellow

- Research and plan for the revitalization of Ballona Creek in Culver City, California, utilizing GIS for data analysis and identifying maintenance areas.
- Develop a comprehensive three-lens framework focusing on Community, Environment, and Mobility to guide the restoration project.
- Map parcel ownership and multiple agencies' maintenance jurisdictions along the nine-mile stretch of the creek.
- Organize meetings with over 50 major stakeholders, which led to the formation of the official Ballona Creek Task Force and the prioritization of projects and initiatives for improvement.

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Stacey Kinsella

Senior Planner / Historic Preservation Specialist

Experience
25+ years

Education
B.A., Psychology
Loyola Marymount University
CEQA Step-by-Step Course
UC Riverside Extension
Leadership Training (IP)
Webb Group Leadership Development
Secretary of Interior's Standards
California Preservation Foundation
Section 106, Native America, GIS
National Preservation Institute

Professional Affiliations
American Planning Association (APA)
Member
California Preservation Foundation (CPF)
Member

Experience Summary

Stacey is a skilled Senior Planner with over 25 years of professional experience, including 18 years of current and long-range land use projects, coastal and shoreline permitting, California Environmental Quality Act (CEQA) review, and General Plan amendments. Her background includes leading significant development projects, crafting local ordinances, and entitlement reviews including Conditional Use Permits (CUP), Coastal Development Permits, Planning Commission Design Review, and more. She is also a skilled Historic Preservation Specialist, having managed the preservation program for a Certified Local Government (CLG) for nine years. As the CLG contact, she oversaw all preservation applications, commission reports and agendas, and historic assessments.

Stacey is an exceptional team member who takes initiative and brings extensive knowledge to each project she is involved in. She advocates a solution-based approach to problem solving and her ability to connect with professional architects, engineers, landscape architects, local agencies, analysts, and other design/construction professionals make her an exceptional team member to any project.

Select Professional Experience

4LEAF, Inc.
Senior Planner / Historic Preservation Specialist
2024 – Present
Stacey contributes to 4LEAF's municipal Planning Department clients by:

- Working in regional program zones including coastal zone management, community development, downtown revitalization, and more.
- Supervising project needs in response to requests from the Community Development Director and the City Council.
- Reviewing development and architectural design plans for industrial, commercial, residential, and multi-family projects to ensure compliance with development standards in the Municipal Code, General Plan, certified Local Coastal Plan, along with local, state, and federal regulations.
- Researching and preparing staff reports, resolutions, and ordinances for recommendations for Design Review, Planning Commission, Historical Design Review Commission, California Coastal Commission, City Council, and Director Hearings.
- Providing planning assistance to member communities on diverse land use projects.
- Performing California Environmental Quality Act (CEQA) reviews.
- Assessing potentially historic properties for eligibility on the Local, California, or National Registers.

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- Providing Historic Preservation training to staff and members of the community.

City of Redondo Beach
Senior Planner
2015 – 2024

- Managed the Preservation Program including researching and preparing eligibility reports for potentially historic properties, reviewing Landmark Designation and Certificate of Appropriateness applications, reviewing maintenance requests to historic properties, performing historic site inspections (over 110 Mills Act properties), preparing the annual Certified Local Government (CLG) report, preparing staff reports, and providing presentations to the Preservation Commission.
- Project manager for major development projects including the creation of realistic project schedules, the oversight of environmental review per CEQA, coordinating with consultants/legal team, and preparing staff reports and presentations for public hearings
- Managed the creation of the City's Body Art and Massage Ordinances, including writing the staff reports for each, and presenting the findings to the Planning Commission.
- Reviewed and managed a variety of entitlements including but not limited to Conditional Use Permits (CUP), Coastal Development Permits, Planning Commission Design Review, Modifications (minor variances), Variances, and Administrative Design Review for new condominiums and single-family residential.
- Reviewed and analyzed residential/commercial/industrial projects for compliance with the General Plan, the Objective Residential Standards, the development standards in the Municipal Code, and the certified Local Coastal Plan.
- Provided additional support for the assigned Planner regarding the Legado project (115 Units + Hotel) at 1700 S. Pacific Coast Highway as well as the 3-part hotel project at 2410 Marine Avenue. Work included plan review, managing environmental review, and ghost-writing portions of the staff report/presentation materials.
- Reviewed and managed the South Bay Galleria Improvement project (30-acre redevelopment), including environmental review per CEQA.
- Participated in the creation of the new Objective Residential Standards.
- Reviewed and provided input regarding various sections of the draft General Plan Update, particularly the Land Use Element and the new Cultural Resources Element.
- Participated in early discussions for the City's EV Charging Ordinance, zoning text amendments for allowable signage, and possible rooftop/outdoor dining programs.
- Supervised line staff including the creation of Planning counter schedules and providing ongoing training/guidance to the Planning Intern, Planning Technician, Associate Planner, and part-time Assistant Planner.
- Programs and software used: Outlook, Excel, Zoom, Teams, Bluebeam, MUNIS, CityTech Solutions (online application portal), and Legistar (agendas).

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Charles Abbot Associates for the City of Palos Verdes Estates
City Planner
2006 – 2014

- Managed residential development projects including neighborhood compatibility review, prepared all Planning Commission agenda materials, presented development projects at public hearings, performed final inspections for all new homes and major additions, and managed the public counter.
- Conducted the annual Conditional Use Permit review.
- Managed the Congestion Management Program.
- Coordinated directly with the California Coastal Commission for cliff-side projects.
- Charles Abbott Associates (CAA) provided ongoing Planning training, including attendance at APA conferences and CEQA training through UC Riverside Extension Program.
- Member of internal leadership group at CAA .

City of Manhattan Beach
Assistant Planner
2006

- Managed minor development projects, assisted with general inquiries at the public counter, prepared Planning Commission materials, and participated in the early discussions for a preservation program.

Palos Verdes Homes Association
Administrative Assistant
2005 – 2006

- Reviewed plan submittals, coordinated Art Jury meetings, prepared meeting minutes, assisted the public at the counter, and maintained the project database.

Chester Smith Associates
Project Manager / Designer
1999 – 2005

- Managed residential development projects from start to finish, including client meetings, site inspections, property surveys/measurements, drafting architectural plans, preparing agency submittals, attending public hearings, and managing the Building plan check process.
- Utilized survey equipment in the field, walked construction sites at various stages, performed minor AutoCAD work, and operated an old blueprint machine.
- Assisted with office management, including answering phones, preparing invoices, and maintaining project files.

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Avery Frank

Senior Planner

Experience
4+ years

Education
M.A, Community & Regional Planning
B.A., Liberal Arts
University of New Mexico

Skills
Adobe Illustrator
Adobe Photoshop
Power Automate
Public Speaking

Experience Summary

Avery is a results-driven Senior Planner with over 4 years of extensive experience in land use, development, regulatory compliance, and public policy. She brings a wealth of experience from both public and private sectors, having worked with federal agencies, municipalities, and consulting firms. Her background includes transportation planning, disaster mitigation planning, and urban and regional planning. Avery has played a key role in entitlement applications, long-range land use planning, and policy analysis, ensuring projects align with regulations and community needs.

With a Master's in Community & Regional Planning from the University of New Mexico, Avery combines technical expertise with leadership, stakeholder engagement, and program management. She has experience overseeing zoning permitting, and land use policy development at the municipal level and has led educational programs to support community growth. Avery is dedicated to creating effective planning solutions and would be an asset to any project she is part of.

Select Professional Experience

4LEAF, Inc.
Senior Planner
2025 – Present
Avery contributes to 4LEAF's Planning Department by:

- Working in regional program zones including coastal zone management, community development, downtown revitalization, and more.
- Supervising project needs in response to requests from the Community Development Director and the City Council.
- Reviewing development and architectural design plans for industrial, commercial, residential, mixed-use, and historic projects to ensure compliance with development standards in the Municipal Code, General Plan, certified Local Coastal Plan, along with local, state, and federal regulations.
- Researching and preparing staff reports, resolutions, and ordinances for recommendations for Design Review, Planning Commission, Historical Design Review Commission, California Coastal Commission, City Council, and Director Hearings.
- Providing planning assistance to member communities on diverse land use projects.
- Performing California Environmental Quality Act (CEQA) reviews.

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Federal Emergency Management Agency (FEMA)
Disaster Mitigation Planner
2024 – 2025

- Supported regional mitigation planning initiatives across nine states and territories, serving 150 tribal partners.
- Provided technical assistance to tribal, state, local, and territorial governments to ensure hazard mitigation plans comply with federal regulations and best practices.

Federal Highway Administration
Transportation Planner
2023 – 2024

- Oversaw transportation planning programs and activities.
- Ensured the development of implementable plans and work products.
- Provided guidance and oversight for planning processes and programs.

Consensus Planning, Inc.
Urban and Regional Planner
2022 – 2023

- Provided technical expertise on planning entitlement applications and policy analysis.
- Contributed to the development of long-range land use plans for rural and urban communities.
- Assisted in representing clients during public hearings and community meeting.
- Advocated for land use proposals before local governments.

Village of Corrales – Corrales, NM
Planning Permit Coordinator
2021 – 2022

- Responsible for a wide range of administrative tasks including technical and professional work in current and long-range planning and zoning initiatives.
- Assisted in developing and implementing land use policies, ordinances, plans, and other official documents.

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John Jay

Associate Planner

Experience
9+ years

Education
B.S., Urban Planning, Arizona State University

Experience Summary

John is a talented and ambitious Associate Planner with extensive education and professional experience. John has ample experience with Fire Recovery Planning, which he demonstrated by managing the City of Santa Rosa's residential redevelopment projects following the 2019 Kincade Fire. He earned a Bachelor of Science degree in Urban Planning and is well versed in both urban and regional planning, project management, and planning for high-quality affordable housing developments. John is well versed in planning principles, practices, and procedures, and is experienced in many facets of the industry.

John developed his research and project coordination skills, adapting these abilities to his professional work. John consistently completes his assignments with precision, accuracy, and promptness. He is a self-starter and a team player who is committed to attaining mutual success with those he works with and represents.

Select Experience

4LEAF, Inc.
Associate Planner
2025 – Present
John contributes to the productivity of 4LEAF's Planning Department by:

- Developing strategies to stimulate economic and community development and efficient land use complimentary to community goals and ensures compliance with municipal ordinances.
- Composing and presenting technical and formal reports, working papers, and correspondence.
- Interpreting and applying appropriate State, County, and Local Codes, ordinances, and regulations.
- Assisting with Comprehensive Plan and land development implementation.
- Assessing development applications that include plats, permits, site plans, and variance requests.
- Developing prospective plans for communities with common and recurring developmental issues.
- Evaluating the efficiency and effectiveness of the community's projected goals.
- Writing various ordinances and regulations that involved development controls.
- Conducting thorough research in specific or general project regions.

City of Sebastopol, CA
Associate Planner
2021 – 2025

- Managed intricate entitlement processes for complex, high-profile, and controversial entitlement applications.

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- Collaborated with other City departments and developer teams, consisting of civil engineers, architects, and landscape designers.
- Delivered public presentations to the Design Review Board, Planning Commission and City Council.
- Analyzed environmental impacts of development projects pursuant to the California Environmental Quality Act (CEQA), including reviewing Environmental Impact Reports, technical studies, and exemptions.
- Project manager for the sixth-cycle Housing Element update and implementation Project manager for County Wide Active Transportation Plan update.
- Project manager for Sustainable Transportation Grant awarded by CalTrans District 4 which focuses on implementing pedestrian and safety improvements to the City's downtown.
- Project manager for Enhanced Infrastructure Financing District project.
- Demonstrated exceptional communication skills while responding to general Planning inquiries from residents of the City.

Bureau Veritas – Santa Rosa, CA
Planner
2019 – 2021

- Project manager of residential redevelopment projects destroyed by wildfire.
- Performed planning and zoning review of post-fire redevelopment plans.
- Code compliance for residential redevelopment projects.
- Project management of various development types requiring a broad variety of entitlement approvals.
- Served as Contract City Planner for various jurisdictions throughout California.

Friedman's Home Improvement – Petaluma/Windsor, CA
Logistics Specialist
2016 – 2019

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Syed Waqar Shah ("Waqar")

Associate Planner

Experience

6+ years

Education

M.P.S., Urban Planning George Washington University

B.S., Environmental Science Virginia Tech

Professional Affiliations

American Planning Association – Sacramento Valley Diversity, Equity, and Inclusion Subcommittee

Experience Summary

Waqar has over six years of planning and development services experience including independent work on zoning code and design guideline updates for the City of Rancho Cordova and public health impacts of urban parks and public open spaces for Arlington County. He also played a pivotal role in drafting portions of the City of Santa Clarita Hazard Mitigation Plan and assisted the County of San Mateo with presenting high-profile projects to various hearing presentations for governmental bodies to explain and clarify planning projects and staff report recommendations.

Waqar is an exceptional team member who takes initiative and brings extensive knowledge to each project he is involved in. His education and professional background have given him the knowledge and skills to excel in the areas of urban planning, land use planning and development, zoning ordinances and regulations, land-use policies, and community engagement. With his drive for knowledge and attention to detail, Waqar is an exceptional addition to any project.

Select Professional Experience

4LEAF, Inc.

Associate Planner

2025 – Present

As an Associate Planner, Waqar supports various clients on behalf of 4LEAF's Planning Department. He assists on many of our on-call planning projects and has previously provided services for the **cities of Newark, Novato, Larkspur, and the County of San Mateo**. Some of his job duties include:

- Assisting with project needs in response to requests from the Community Development Director and the City Council.
- Preparing staff reports, resolutions, and ordinances for recommendations for the Planning Commission, City Council, and Director Hearings.
- Manages and distributes permits and interprets zoning regulations for the public.
- Processes building and planning entitlement applications, defines problems and alternative solutions, works with applicants, and sets goal and timelines as part of the on-going planning process.
- Reviews and interprets planning ordinances, regulations, and land-use policies.

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City of Berkeley, CA – Land Use Division
Associate Planner
2023 – 2025

- Engaged with stakeholders via the front counter, telephone, and web-based public engagement to respond to inquiries on project impacts, timelines, and city policies, enhancing transparency and community trust.
- Ensured project adherence to Berkeley Municipal Code and prepared staff reports, findings and conditions, and recommending amendments as required.
- Presented discretionary Zoning Entitlement applications such as for Conditional Use Permits and Variances before the City Council and the Zoning Adjustment's Board, facilitating project approvals.
- Reviewed multi-family housing applications under California State Density Bonus Law, balancing compliance with housing affordability goals.

4LEAF, Inc.
Associate Planner
2021 - 2023

- Processed building and planning entitlement applications, updates the Accela permit tracking system, research permit history, defines problems and alternative solutions, works with applicants, and sets goals and timelines as part of the ongoing planning process.
- Reviewed and interpreted planning ordinances, regulations, and land-use policies.
- Performed oral presentations to governmental bodies that explain and clarify planning projects and staff report recommendations such as the North Fair Oaks Community Council staff report and hearing presentation for the Empanadas King Restaurant use permit, zoning hearing officer public hearing for the Empanadas King Restaurant use permit, and the 624 Hurlingame non-conforming use permit zoning hearing officer public hearing presentation.
- Researched, compiled, synthesized, analyzed, interpreted, and validated information and land-use data using associated computer software and databases to meet planning objectives.
- Provided general information to the public in response to questions about projects, planning programs, applicable ordinances, policies, and procedures.

Interwest Consulting Group – Roseville, CA
Assistant Planner
2019 - 2020

- Researched, analyzed, and interpreted social, economic, population, and land use data trends.
- Prepared and coauthored sections of written reports on various planning matters and elements of zoning code amendments, design guideline updates, and hazard mitigation plans.
- Staffed planning counter to answer public questions and provide information and documents.
- Reviewed development applications for consistency with City policies and standards.
- Prepared staff reports and correspondence for various boards, commissions, community groups and other governmental bodies.
- Planned and approved City mailings and correspondences for public noticing.

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- Examined commercial, industrial, and residential development plans for issuance of zone clearance/allowance.
- Processed business license and permit applications (discretionary entitlement, administrative entitlement, temporary use permits, zoning verification/certification, and variances.

Z Global Inc., Power Engineering and Energy Solutions – Folsom, CA

Environmental Regulatory Planner

5/2019 - 9/2019

- Evaluated permitting feasibility for solar development projects in CA Central Valley.
- Researched and interpreted zoning, land use, and development requirements.
- Researched and interpreted federal, state, and local regulations and requirements.
- Prepared solar development fatal flaw analysis of potential projects.
- Prepared CEQA/NEPA land development/entitlement packages such as conditional use permits, variances, initial studies, environmental impact reports, general plan and ordinance amendments, and zone changes.

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PROPOSAL TO PROVIDE

ON-CALL PLANNING SERVICES, RFP #25-063

TO THE

CITY OF BENICIA

SECTION 9

PRICING PROPOSAL

4LEAF, INC.

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SECTION 9: PRICING PROPOSAL

FY2025-2026 FEE SCHEDULE & BASIS OF CHARGES

FOR THE CITY OF BENICIA

All Rates are Subject to Basis of Charges

Planning

Housing Policy Director	$210/hour
Planning Director	$190/hour
Principal/Planning Manager	$175/hour
Historic Preservation Planner	$170/hour
Environmental Planner	$170/hour
Senior Planner	$160/hour
Associate Planner	$140/hour
Assistant Planner	$115/hour
Planning Technician	$100/hour
GIS Specialist	$140/hour

Project Management

Project Manager	$190/hour
Principal-in-Charge	$245/hour

BASIS OF CHARGES

Rates are inclusive of "tools of the trade" such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- 4LEAF assumes that these rates reflect the FY2025-2026 contract period. There will be a 3% escalation for FY2026-2027, FY2027-2028, etc.
- Overtime and Premium time will be charged as follows:
  - *Regular time (work begun after 5AM or before 4PM)* — *1 x hourly rate*
  - *Nighttime (work begun after 4PM or before 5AM)* — *1.125 x hourly rate*
  - *Overtime (over 8-hour M-F or Saturdays)* — *1.5 x hourly rate*
  - *Overtime (over 8 hours Sat or 1st 8-hour Sun)* — *2 x hourly rate*
  - *Overtime (over 8 hours Sun or Holidays)* — *3 x hourly rate*
- Overtime will only be billed with prior authorization of the Director or other designated City personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Mileage driven during the course of Inspections will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.

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TO THE

CITY OF BENICIA

SECTION 10

LITIGATION & CLAIMS

4LEAF, INC.

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SECTION 10: LITIGATION/CLAIMS

4LEAF has not been prosecuted or participated in any form of litigation in the past five (5) years. We have also never been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project due to violation of any law or safety regulations.

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PROPOSAL TO PROVIDE

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SECTION 11

FAILED PROJECT COMPLETIONS

4LEAF, INC.

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SECTION 11: FAILED PROJECT COMPLETIONS

4LEAF, Inc. was previously awarded a contract for the South Santa Rosa Specific Plan in 2024. We had completed multiple projects when the City cancelled for convenience and chose to self-perform the remaining tasks.

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PROPOSAL TO PROVIDE

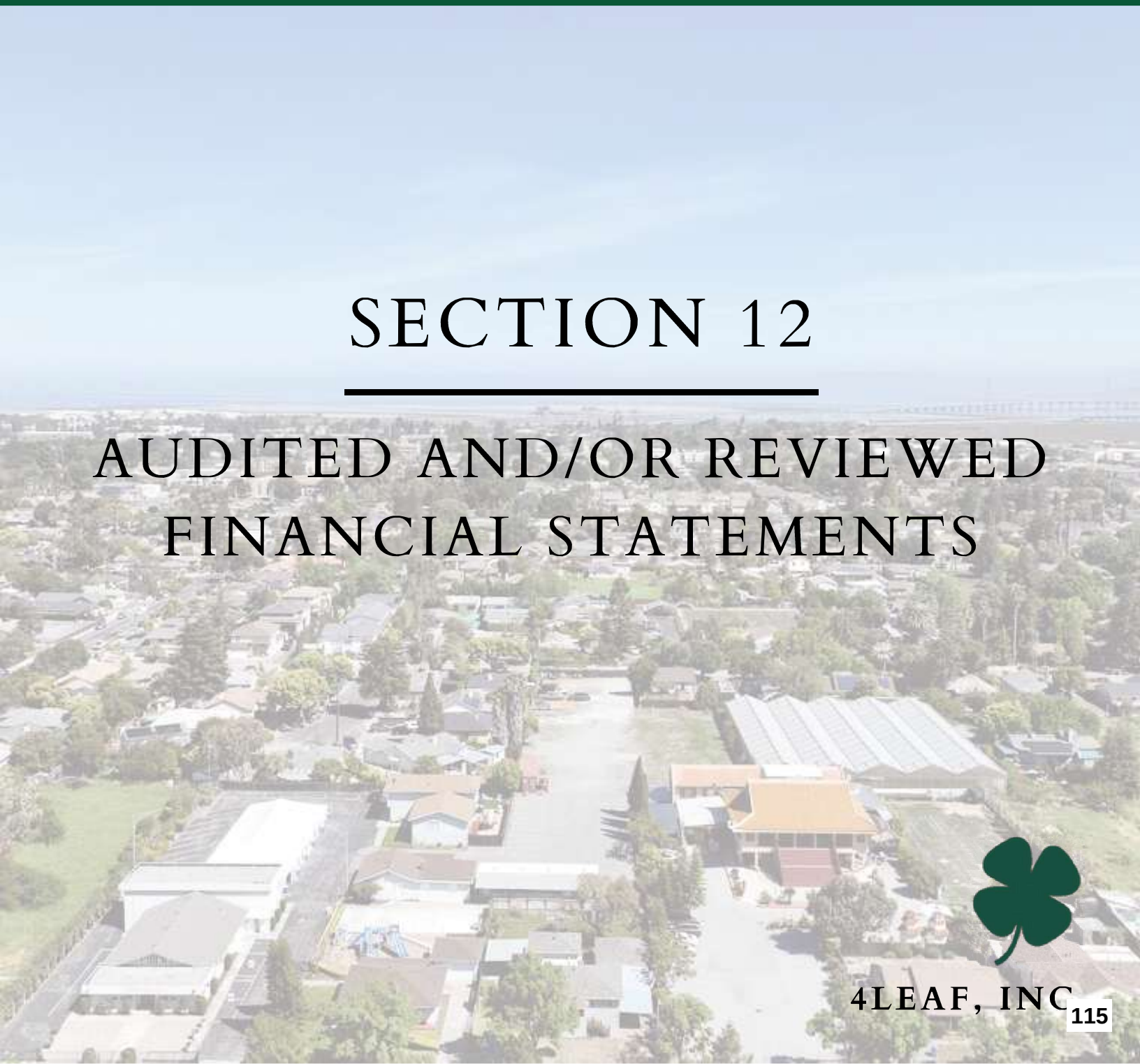
ON-CALL PLANNING SERVICES, RFP #25-063

TO THE

CITY OF BENICIA

SECTION 12

AUDITED AND/OR REVIEWED FINANCIAL STATEMENTS



4LEAF, INC.

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SECTION 12: AUDITED AND/OR REVIEWED FINANCIAL STATEMENTS

4LEAF, Inc. is in excellent financial condition and operates off our own cash flow and does not utilize lines of credit to operate. In addition, 4LEAF has been consistently providing these services to local municipalities in proximity to the City of Benicia for over two decades.

As a closely held California "C" Corporation, 4LEAF does not have audited financial statements provided by an independent third party.

4LEAF agrees to a virtual meeting with the City (via Teams, Zoom, or any other virtual meeting software that is preferential to the City) to present our confidential financial reports if selected for award of this contract.

4LEAF staff authorized to discuss information related to 4LEAF's Financial Statements:

- Kevin J. Duggan – President, 4LEAF (KDuggan@4leafinc.com)
- Gene Barry, P.E. – Vice President, 4LEAF (GBarry@4leafinc.com)
- Maureen Vakalahi – Bookkeeper, 4LEAF (MVakalahi@4leafinc.com)

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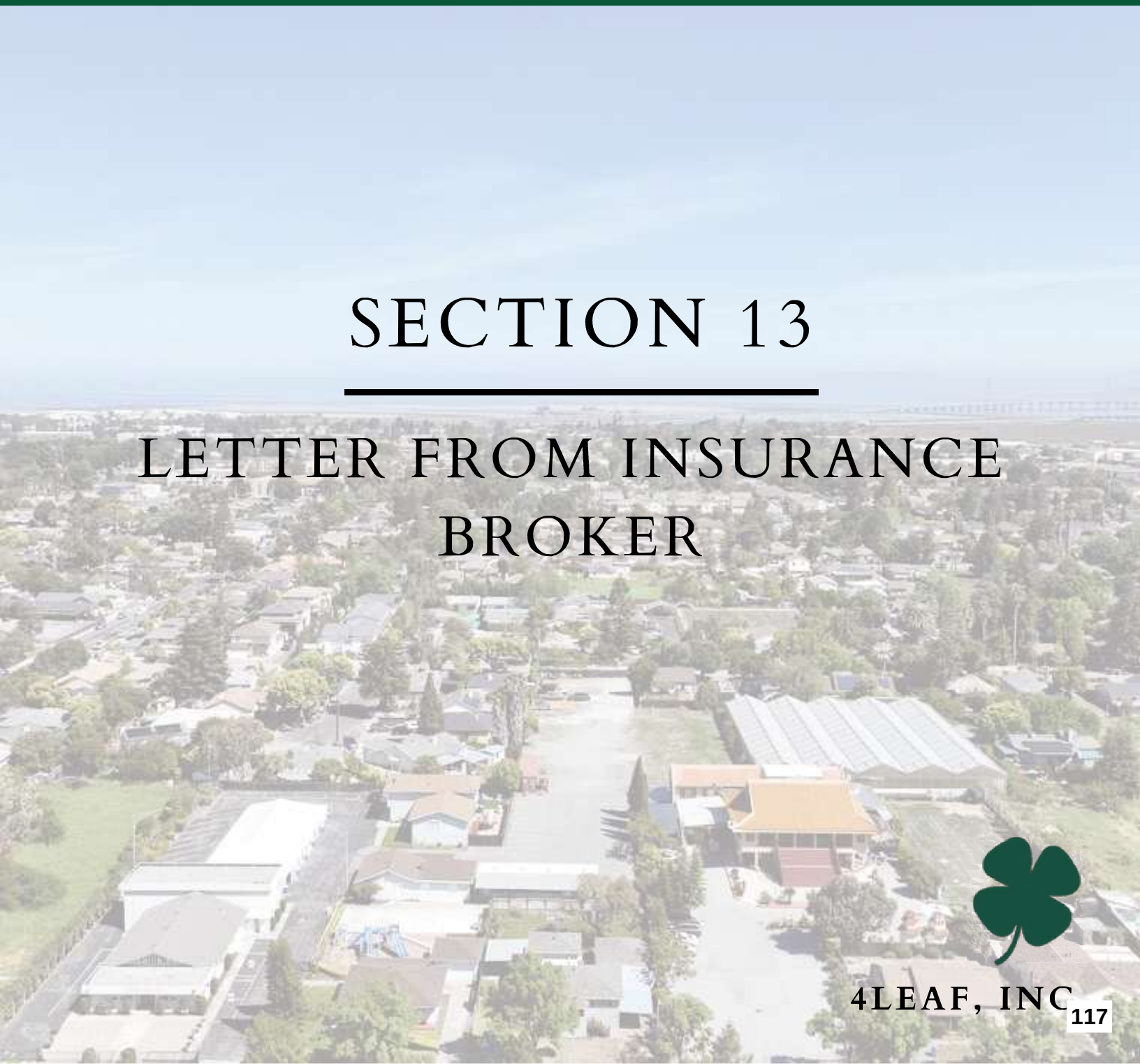
ON-CALL PLANNING SERVICES,
RFP #25-063

TO THE

CITY OF BENICIA

SECTION 13

LETTER FROM INSURANCE BROKER



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4LEAF, INC.
CONSTRUCTION MANAGEMENT • PLAN CHECK
INSPECTION • PLANNING • CODE ENFORCEMENT

SECTION 13: LETTER FROM INSURANCE BROKER

4LEAF, Inc. has provided a copy of our Proof of Insurance below and will be able to provide a letter from its insurance broker attesting to our willingness to provide the required insurance coverages provided under the City of Benicia's Professional Services Agreement in RFP #25-063.

ACORD

4LEAINC-01 MINED1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/1/2024

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 License # 0C41366 Granite Professional Insurance Brokerage, Inc. 360 Lindbergh Avenue Livermore, CA 94551	CONTACT NAME: PHONE (A/C, No, Ext): (925) 462-8400 FAX (A/C, No): (925) 462-8888 E-MAIL ADDRESS: commercial@graniteins.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Travelers Property Casualty Company of America 25674
INSURED 4LEAF, Inc. 2126 Rheem Dr Pleasanton, CA 94588	INSURER B : Berkshire Hathaway Homestate 20044 INSURER C : Houston Casualty Company 42374 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 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			6806X631656	3/15/2024	3/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			8106X632782	3/15/2024	3/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CUP6X635599	3/15/2024	3/15/2025	EACH OCCURRENCE AGGREGATE	$ 6,000,000 $ 6,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A If yes, describe under DESCRIPTION OF OPERATIONS below			FOWC521971	3/15/2024	3/15/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liab			HCC2425616	4/9/2024	3/15/2025	Each Claim	2,000,000
C				HCC2425616	4/9/2024	3/15/2025	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The attached forms apply as required per written contract or written agreements between the listed parties and the insured, which are subject to the policy provisions. In the absence of such written contract or written agreement the attached form may not be applicable.

CERTIFICATE HOLDER	CANCELLATION
Proof of Insurance Only	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

ACORD 25 (2016/03)

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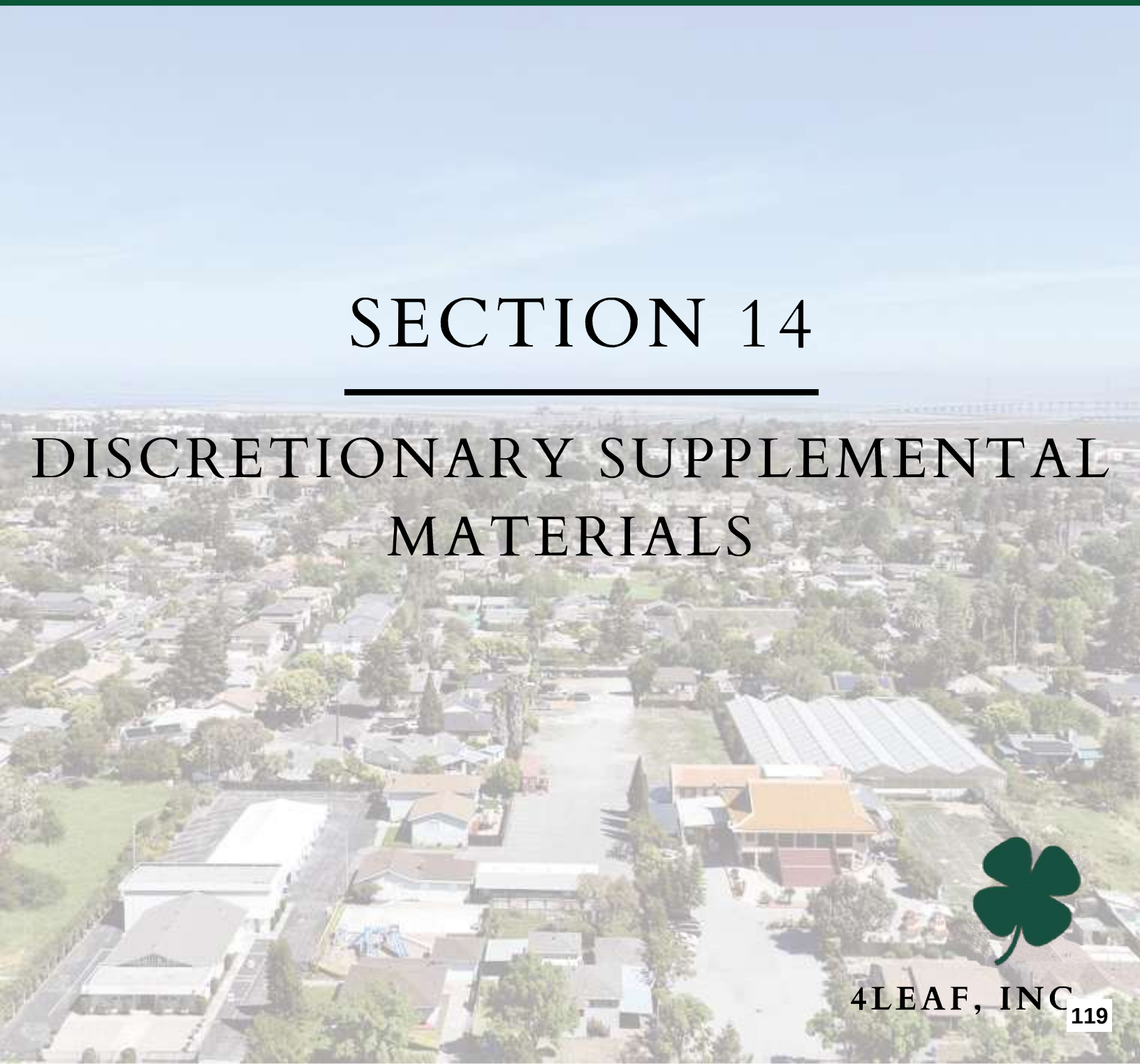
ON-CALL PLANNING SERVICES, RFP #25-063

TO THE

CITY OF BENICIA

SECTION 14

DISCRETIONARY SUPPLEMENTAL MATERIALS



4LEAF, INC.

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SECTION 14: DISCRETIONARY SUPPLEMENTAL MATERIALS

4LEAF does not have any additional information to provide at this time. If the City requests additional information or clarification regarding any part of this proposal, please do not hesitate to reach out using the contact information listed on **Section 0: Cover Letter.**

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PROPOSAL TO PROVIDE

ON-CALL PLANNING SERVICES, RFP #25-063

TO THE

CITY OF BENICIA

SECTION 15

PROPOSED CHANGES TO PROFESSIONAL SERVICE AGREEMENT TERMS

4LEAF, INC.

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SECTION 15: PROPOSED CHANGES TO PROFESSIONAL SERVICES AGREEMENT TERMS

4LEAF has read the City's Professional Services Agreement, reviewed all additional requirements, and confirms that we can execute the corresponding contract with **no exceptions**.

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PROPOSAL TO PROVIDE

ON-CALL PLANNING SERVICES, RFP #25-063

TO THE

CITY OF BENICIA

SECTION 16

MyCOI REGISTRATION FOR INSURANCE TRACKING

4LEAF, INC.

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SECTION 16: MYCOI REGISTRATION FOR INSURANCE TRACKING

Upon notice of award, 4LEAF confirms that they will register and upload a copy of insurance (COI) into the City's digital insurance tracking platform, MyCOI.

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PROPOSAL TO PROVIDE

ON-CALL PLANNING SERVICES, RFP #25-063

TO THE

CITY OF BENICIA

SECTION 17

PROPOSAL AUTHORIZATION

4LEAF, INC.

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Exhibit D

PROPOSAL AUTHORIZATION

NAME OF RESPONDENT 4LEAF, Inc.

1. The above-named Respondent is a Respondent to the Request for Qualifications / Request for Proposals of the City of Benicia for professional services to prepare **[RFP #25-063 On-Call Planning Services]** and possesses the legal authority to submit this Proposal.

2. The undersigned is authorized to conduct all negotiations for and legally bind the Respondent in all matters relating to this Proposal submittal.

3. The undersigned has reviewed, understands, is able to comply with and agrees to be bound by the General Conditions Governing the RFP described in Section 7 of the RFP.

4. The undersigned grants the City a right to conduct reference checks and reasonable investigation of all information provided by Respondent.

5. The undersigned certifies that this Proposal is irrevocable until 120 days after its submission date.

Signature: _____

Print Name: Kevin J. Duggan

Title: President

Date: 04/01/2025

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26-009

PROFESSIONAL SERVICES MASTER AGREEMENT (ON-CALL PLANNING)

BETWEEN

CITY OF BENICIA AND

BAE Urban Economics, Inc.

This Professional Services Master Agreement ("Agreement") is dated July 1, 2025, and is by and between the City of Benicia, a political subdivision of the State of California ("CITY") and BAE Urban Economics, Inc., a California Corporation located at 2030 Addison Street, Suite 640, Berkeley, California 94704, licensed to do business in California, ("CONTRACTOR") relating to BAE Urban - Planning Master Service Agreement (FY26-27) Services (“Services").

1. Agreement

1.1. 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 by the City Manager, or designee who is hereby authorized to execute any Task Order and issue a Notice to Proceed, without further action by the City Council, provided the Task Order is within the total authority of this Master Service Agreement. Amendments to this Master Service Agreement require City Council approval.

Services may include, but not be limited to:

A. Land Use Economics

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.

1.2. Term of Agreement

A. This Agreement will conclude on June 30, 2027 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.

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1.3. 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.

1.4. Compensation

CONTRACTOR shall be compensated, a total value not to exceed $325,000 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 not to exceed 5% or the current year's February change of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Francisco-Oakland-Hayward, CA index, whichever is lower, and must seek CITY's authorization for rate changes. 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.

1.5. 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 in excess of $1,000.00, where prevailing wages are required by 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 City's Public Works 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 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. CONTRACTOR shall comply fully with Labor Code Section 1777.5 in the hiring of

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apprentices for work relating to the Agreement. If the Agreement exceeds $2,000 and is funded with federal funds, then CONTRACTOR shall pay federal Davis Bacon wages and comply with applicable federal requirements.

B. 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.

C. CONTRACTOR, where applicable, 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.

1.6. 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. **Patent Rights, Copyright, Trade Secrets:** CONTRACTOR 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.

C. **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 artd will survive termination of this Agreement.

D. **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.

E. **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.

F. **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.

G. **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 al I 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

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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

1.7. 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.

1.8. 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.

1.9. 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.

1.10. 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

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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 based on a final invoice from the CONTRACTOR.

1.11. 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 I 101, 1102and1102.1; 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.

1.12. 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. § l8700(a) (2))

1.13. 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.

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CONTRACTOR shall have responsibility for and control over the means of providing services under this Agreement.

1.14. 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.

1.15. 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.

1.16. 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.

1.17. 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.

1.18. 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.

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1.19. 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.

1.20. 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.

1.21. 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: Stacy Hofacre

Senior Management Analyst

shofacre@ci.benicia.ca.us

To Contractor: Stephanie Hagar

Principal

stephaniehagar@bae1.com

1.22. 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.

1.23. 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.

2. Insurance Requirements

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2.1. INSURANCE REQUIREMENTS

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated July 1, 2025, by and between BAE Urban Economics, Inc., hereinafter referred to as "Contractor", and the City of Benicia, hereinafter referred to as "City", providing for professional services.

2.2. 1. Contractor's Duty to Show Proof of Insurance

Contractor, 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 Contractor's acts, errors, or omissions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Contractor shall not perform any work under this Agreement until Contractor 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, Contractor 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, Contractor 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. Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or City as an additional insured.

2.3. 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 Contractor'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. Contractor 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.

2.4. Workers' Compensation Insurance

Contractor shall submit written proof that Contractor is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code. Contractor shall require any Subcontractors to provide workers' compensation for all of the

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Subcontractors' employees, unless the Subcontractors' employees are covered by the insurance afforded by Contractor. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Contractor shall provide and/or require each Subcontractor to provide adequate insurance for the coverage of employees not otherwise covered. Contractor shall also maintain employer's liability insurance with limits of one million dollars ($1,000,000) for bodily injury or disease.

2.5. 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.

2.6. 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.

2.7. Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Contractor, at Contractor'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.

2.8. Insurance terms and conditions:

3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Contractor shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Contractor 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. Contractor 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.

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3.3 If Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor 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 Contractor is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Contractor'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 Contractor'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 Contractor 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 Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor. City, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Contractor 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 Contractor 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 Contractor and its Subcontractors shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Contractor's fees under this Agreement (and the fee of its Subcontractors under Subcontractor agreements) shall be reduced by the amount of insurance premiums that may be avoided by Contractor and its Subcontractors by virtue of the City's obtaining the project-specific insurance, wrap-up insurance or administering an OCIP, and the exclusion of this project

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from coverage of Contractor's and Subcontractors policies. Construction Manager and its Subcontractors shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

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

"BAE Urban Economics, Inc." By: Stephanie Hagar DocuSigned by: Stephanie Hagar 69A619F79A284F8... 6/10/2025

Its: Principal

"City" By: _____

Its: _____

"Department" By: _____

Its: _____

"City Attorney" By: _____

Its: City Attorney

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Exhibits List

A - Scope of Work

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Exhibit A

Scope of Work

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bae urban economics

bae urban economics

Proposal to Provide

On-Call Planning Services

Submitted to the City of Benicia

April 7, 2025

Docusign Envelope ID: 8E918DBD-8270-4368-ACE5-4EC2135F6890

April 7, 2025

Stacy Hofacre
Permit Services Analyst
City of Benicia Community Development Department
250 East L Street
Benicia, CA 94510

Re: Cover Letter

Dear Ms. Hofacre:

BAE Urban Economics, Inc. ("BAE") is pleased to submit this Statement of Qualifications to provide on-call planning consulting services to the City of Benicia. This submittal outlines BAE's expertise in the Land Use Economics Service Area (4.5) identified in the City's Request for Proposals (RFP).

BAE is especially well-suited to serve in this role. We are a long-established, award-winning consulting firm with a national presence and deep local roots. Headquartered in Berkeley with branch offices in Los Angeles, Sacramento, Portland, New York City, Atlanta, and Washington, DC, our broad footprint enables us to apply cutting-edge best practices while maintaining a strong understanding of regional markets and policy landscapes.

Our team has prepared hundreds of market studies and financial feasibility analyses. We are known for combining rigorous data analysis with insight into broader economic and development trends, allowing us to anticipate challenges, identify strategic opportunities, and deliver actionable guidance.

BAE is a recognized leader in fiscal and economic impact analysis, having completed more than 100 such studies for individual projects and long-range plans. We bring meticulous attention to detail to our analyses, ensuring realistic projections of impacts on local revenues and service costs. Our studies often inform public-private negotiations and have helped secure monetary and in-kind contributions from developers to support community goals and ensure fiscally positive outcomes.

We also bring extensive experience in Solano County and the North Bay region. Our projects have included key planning initiatives such as the Heart of Fairfield Specific Plan, Suisun City Downtown Waterfront Specific Plan, and Propel Vallejo General Plan Update. For these and other efforts, we've provided market and financial feasibility analysis, public infrastructure

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financing strategies, and housing policy guidance. Current projects include a market analysis for the Suisun/Fairfield Amtrak Station Area and a countywide Housing Plan for Solano County.

This contract will be led by Principal Stephanie Hagar, a Benicia resident who brings local insight and deep expertise to our team's work.

We welcome the opportunity to support the City of Benicia on upcoming consulting engagements. Please contact Stephanie Hagar at stephaniehagar@bae1.com or at 510.954.6847 if you have any questions or comments regarding this submittal.

Sincerely,

Stephanie Hagar
Principal

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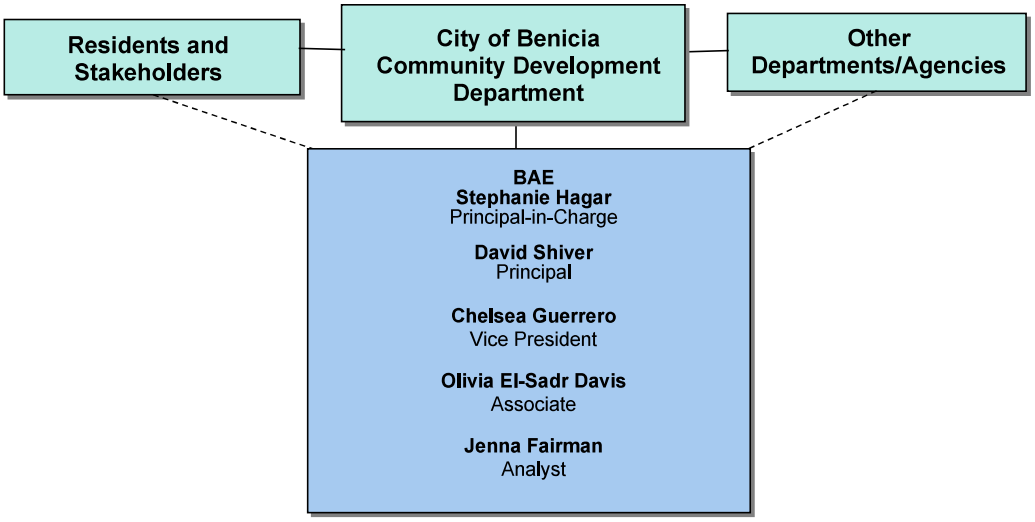
1. PROJECT ORGANIZATION

1.1 Name of Subcontractors

BAE is not proposing the use of any subcontractors for the on-call services requested in this RFP.

1.2 Project Organization Chart

Below is the proposed project organization chart. Stephanie Hagar, Principal-in-Charge, will be the main point of contact for City staff, and coordinate the BAE project team. BAE will work with the City of Benicia's Community Development Department and any other relevant stakeholders, departments, and agencies on each project.



1.3 Description of Responsibilities

For land use economics consulting projects completed pursuant to this submittal, BAE anticipates that Principal Stephanie Hagar will serve as Principal-in-Charge. For each project, Stephanie will identify project goals in coordination with City staff, establish BAE's overall approach, oversee BAE's staff team, prepare key elements of BAE's analysis and written deliverables as needed, and review all work products to ensure quality control. Olivia El-Sadr Davis, Associate, will serve as Project Manager and the primary analytical lead, with support from Analyst Jenna Fairman. Chelsea Guerrero, Vice President, will be available as technical advisory lead for more complex projects that require additional staffing. Principal David Shiver will also be available as a special advisor for projects involving real estate advisory services.

For additional information about BAE's team members and their experience, see the resumes in Section 4 of this proposal.

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Stephanie Hagar, Principal/Principal-in-Charge

Stephanie Hagar will provide strong leadership and expertise in land use economics to BAE's work in the City of Benicia. She specializes in fiscal impact and development feasibility analysis, real estate market studies, community benefits analysis, and affordable housing policy. A Benicia resident, Stephanie is deeply familiar with both the City of Benicia and the surrounding region. Her work has included market, financial feasibility, fiscal impact, and housing analyses to support various projects in Solano County, including the Heart of Fairfield Specific Plan, the Suisun City Downtown Waterfront Specific Plan, the Propel Vallejo General Plan Update, an ongoing study to evaluate real estate development opportunities in the area adjacent to the Suisun City/Fairfield Amtrak station, and an ongoing Housing Plan for the County of Solano. Her other work in the North Bay has included preparation of an inclusionary housing feasibility analysis for the City of Napa, an analysis of the fiscal and housing impacts of new hotels in the City of Napa, and providing economic analysis for the San Rafael Downtown Precise Plan and General Plan Update.

David Shiver, Principal/Special Advisor

David Shiver will bring more than 30 years of experience in financial and real estate market analysis, including preparing residential and commercial market studies, market rent surveys, project and prototypical mixed-use project financial analyses, community benefit studies, fiscal impact studies, economic benefit studies, lease analyses, highest and best use studies, developer solicitations, and P3 term sheets/negotiations.

Chelsea Guerrero, Vice President/Technical Advisory Lead

Chelsea Guerrero will bring a strong background in research, data analytics, project management, and policy evaluation to the City of Benicia, with more than ten years of experience in economic consulting. With expertise in econometric statistical modeling, she specializes in complex quantitative analyses to support projects throughout the nation. Chelsea has extensive experience preparing market, feasibility, fiscal and economic analyses to inform long-range planning decisions and the evaluation of proposed development projects. Chelsea's recent projects in Solano County have included economic analysis to support a specific plan process in the City of Vacaville and market analysis to support an ongoing study to evaluate real estate development opportunities in the area adjacent to the Suisun City/Fairfield Amtrak station.

Olivia El-Sadr Davis, Associate/Project Manager

Olivia El-Sadr Davis will bring a background in qualitative and quantitative research, geospatial analysis, and housing policy to BAE's work with the City. Olivia provides research and analytical support for BAE's Northern California consulting assignments, with projects including fiscal impact analyses, affordable housing investment strategies, real estate market studies, economic background analysis for Specific Plans, economic development strategies, and demographic profiles for clients in the Bay Area and throughout California. Working with

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Stephanie Hagar, Olivia will provide project management support throughout BAE's engagements with the City of Benicia.

Jenna Fairman, Analyst

Jenna Fairman will bring a strong foundation in research, complex database development, and geospatial analysis to BAE's work with the City of Benicia. Jenna provides data collection, analysis, visualization, and mapping to support BAE's work across a wide variety of disciplines, including residential/commercial market studies, real estate advisory services, housing nexus studies, and specific planning processes.

1.4 Team Members

The BAE team members listed in Section 1.3 are highly qualified to provide Land Use Economics consulting services (Service Area 4.5) to the City of Benicia. For each project, BAE will assign specific team members based on their individual expertise, ensuring that all assigned staff have the capacity to meet the City's project-specific requirements and timeline. BAE plans staffing for each assignment on a quarterly, monthly, and weekly basis, enabling us to anticipate staff availability and project needs in the long term, while also allowing for short-term adjustments as new needs arise.

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2. APPROACH

2.1 Approach for Completing the Scope of Work

BAE provides a full suite of land use economic consulting services to assist the City of Benicia in reviewing proposed development projects and evaluating City policies and programs to address key challenges and capitalize on key opportunities. This section provides general information on BAE's approach to various projects that are consistent with the Land Use Economics Service Area (4.5) identified in the City's Request for Proposals.

Real Estate Market Data and Analysis. BAE offers real estate market data and analysis expertise in support of general plans, subarea plans, corridor studies, TOD plans, highest and best use studies, and infrastructure financing plans, frequently working with multidisciplinary teams of planners, architects, and civil engineers. BAE's expertise extends across a wide range of land uses, including residential, office/R&D, retail, hospitality, and industrial/warehouse. Through our robust research-driven real estate market data and analysis, BAE provides its clients with timely and relevant information to inform land use decision-making. BAE will apply this approach to any real estate market analysis that the City of Benicia requires, from evaluating the market for residential, commercial, or mixed-use development on City-owned sites to identifying potential uses for major planning efforts.

Financial Feasibility and Pro Forma Studies. BAE will provide the City of Benicia with financial feasibility analyses to identify opportunities and challenges for new development, from infill sites in Benicia's historic downtown to major land use plans. BAE provides financial feasibility and pro forma analyses in support of highest and best use studies, community benefit programs, inclusionary housing and in-lieu fee programs, developer proposal reviews, public asset lease vs. sell disposition studies, and value capture studies. As part of its financial feasibility and pro forma practice, BAE models the anticipated economic performance of a development project, utilizing real estate market research, construction costs, permitting and impact fee costs, and real estate developer and investor investment goals and testing the sensitivity of pro forma results given changes in key market, cost, and financial variables.

Community Benefits Analyses. BAE will provide the City of Benicia with comprehensive analysis to support community benefits from new development, whether the City is considering the establishment of new community benefits programs, evaluating the contributions that a specific project should make, or identifying the value of community benefits packages proposed by developers. Our public sector clients have used our expertise to establish and implement new community benefits programs, as well as to negotiate for additional community benefits from development projects. Our approach incorporates a value capture perspective, recognizing that local governments create value by implementing zoning changes and offering development incentives, and that this added value can often support community benefits contributions.

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Fiscal Impact and Economic Benefits Studies. As Benicia considers new development projects and plans, BAE will prepare comprehensive fiscal impact and economic benefit studies to help City staff and decision makers understand the fiscal and economic implications of land use decisions. Our fiscal impact models will be tailored to Benicia's specific set of revenues and service expenditures, accounting for Benicia's status as a full-service City that provides its own police, fire, parks, and water services. Local government agencies have used our fiscal impact studies to inform negotiations for community benefits from proposed development projects, resulting in monetary and in-kind community benefits contributions from development projects. Our economic impact studies estimate how a proposed development project or new set of land uses will contribute to direct, indirect, and induced job generation in the local economy, including using the widely-accepted IMPLAN input-output model for California and its constituent cities and counties.

Real Estate Advisory Public Private Partnerships. BAE supports public-private partnership (P3) collaborations between its public clients and private developers by offering P3 structuring, RFQ/P developer solicitations, developer proposal evaluations, term sheet and agreement negotiations for a variety of P3 projects, including development agreements, ground lease and sale disposition agreements, and master development agreements. BAE will provide the City of Benicia with real estate advisory services to achieve successful outcomes that minimize the City's risk, provide fair returns to both the public and private sector, and avoid impairing development project feasibility. BAE's work for the City of Benicia could include assisting the City with RFQ/P developer solicitations and developer proposal evaluations for City-owned parking lots in the Downtown area or supporting the City in negotiating deal terms for development agreements for major development applications.

Economic Development Strategic Plans. BAE prepares economic development strategic plans, downtown revitalization plans, retail analysis, industrial land demand studies, innovation district plans, and tourism studies in support of local and regional initiatives to grow, sustain, and expand economic vitality. BAE's approach to economic development is to formulate actionable recommendations based on insightful data analysis, deep understanding of underlying economic and consumer trends, and thoughtful input from employers, policymakers, community members, and other stakeholders.

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2.2 Level of Effort Letter

BAE contracts either on a fixed fee or on time and materials not to exceed basis. Contracts based on time and materials are subject to hourly fees for BAE professional staff. These rates are subject to revision on or after January 1, 2026. BAE acknowledges that the annual increases will not exceed five percent or the current year's Consumer Price Index (CPI) increase for the San Francisco Bay Area, whichever is lower.

BAE's hourly rates for calendar year 2025 are as follows:

Principal	$320-350/hour
Associate Principal	$305/hour
Director	$295/hour
Vice President	$290/hour
Senior Associate	$230/hour
Associate	$180/hour
Senior Analyst	$140/hour
Analyst	$125/hour

Miscellaneous expenses such as data purchase, travel, and document production are passed through to the client with no markup. For the type of projects BAE anticipates completing under this on-call contract, typical data purchase costs range from $0 to $500 per project. Travel expenses will likely be minimal, as the BAE team is local to the Bay Area.

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3. REFERENCES

3.1 References

City of Menlo Park
Kyle T. Perata
Assistant Community Development Director
(650) 330-6721
ktperata@menlopark.gov

City of South San Francisco
Nell Selander
Director, Economic & Community Development Department
(650) 829-6613
nell.selander@ssf.net

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4. RESUMES

4.1 Resumes

Please see the following pages for the resumes of BAE's key team members, including information on fields of expertise and relevant projects.

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Stephanie Hagar, MCP
Principal

Education

Master of City Planning, UC Berkeley

Bachelor of Art, Psychology, UC San Diego

Professional Experience

Stephanie provides strong leadership and project management to BAE engagements throughout the western US. She specializes in fiscal impact and development feasibility analysis as well as affordable housing policy and real estate market studies.

With a deep understanding of diverse land uses, Stephanie has led comprehensive market and financial feasibility analyses for office, life sciences, lodging, retail, industrial, and residential development. As the project manager for BAE's economic analysis supporting the Downtown Precise Plan in San Rafael's SMART station area, she evaluated real estate opportunities, assessed development feasibility, and analyzed fiscal impacts on the City's budget. Her other projects have included real estate market and financial feasibility analysis for specific plans in Fairfield, South San Francisco, Suisun City, and Gilroy, as well as site-specific analyses for projects in Menlo Park, North Richmond, and Pittsburg.

Stephanie also offers expertise in fiscal impact analysis for a wide range of land uses. She has completed analyses of the fiscal impacts of several proposed development projects in East Palo Alto. She has also led over a dozen major fiscal impact evaluations for projects and planning efforts in Menlo Park, CA including for two separate expansions of the Facebook headquarters campus, two housing Element Updates, and multiple major office and life sciences developments. Her other fiscal impact analyses include evaluations of proposed projects and conceptual plans in Daly City, Foster City, Mountain View, Napa, San Jose, San Rafael, and Vallejo, California.

Menlo Park Fiscal Impact Analyses
City of Menlo Park, CA
Fiscal Impact Analyses (Proposed Residential/Commercial/Mixed Use Development Projects, Master Plans, Housing Element)

Menlo Park Community Benefits Analyses
City of Menlo Park, CA
Financial Feasibility Analysis; Community Benefits Evaluation

East Palo Alto Fiscal Impact Analyses
City of East Palo Alto, CA
Fiscal Impact Analyses (Proposed Development Projects)

Solano Rail Hub Residential Cluster Plan
Solano Transportation Authority
Market Analysis (in progress)

Heart of Fairfield Specific Plan
City of Fairfield, CA
Market Analysis; Financing Strategy, Affordable Housing and Anti-Displacement Strategy

Inclusionary Housing Economic Analysis
City of Napa
Inclusionary Housing Financial Feasibility Analysis; Affordable Housing Policy Advisory

Downtown Precise Plan and General Plan Update
City of San Rafael
Real Estate Market Analysis; Financial Feasibility Analysis; Fiscal Impact Analysis

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David Shiver, MCP, MBA
Principal

Education
Master of City Planning
Master of Business Administration,
University of California, Berkeley

BA in Public Affairs,
University of Chicago

Affiliations
Urban Land Institute
American Planning Association
San Francisco Planning and Research

Lecturer
California State University, San Jose, Department of Urban and Regional Planning, Market Analysis, Appraisal, & Finance of Real Estate Development
UC Berkeley, Master in Real Estate Development + Design, Real Estate Market Analysis

Professional Experience
David has more than 30 years of real estate market and financial analysis experience. His experience includes preparing residential and commercial market studies, market rent surveys, project and prototypical mixed-use project financial analyses, community benefit studies, fiscal impact studies, economic benefit studies, lease analyses, highest and best use studies, developer solicitations, and P3 term sheets/negotiations.

Over the past 24 years, David has served as Principal-in-Charge for BAE's real estate advisory services to NASA Ames for the initial concept planning and subsequent implementation of the multiple award-winning NASA Research Park at Moffett Field, California. He has served as the lead real estate advisor for NASA's landmark long-term leases to Google, Inc. ($146M, 42 acres; office/R&D/housing; $1.1B,1,000-acre airfield and hangars) as well to Carnegie Mellon University (historic rehabilitation for west coast campus) and UC Berkeley's 32-acre Berkeley Space Center (new construction).

David's long-term real estate advisory work with NASA and the National Park Service has led to NASA Research Park and Golden Gate National Recreation Area being recognized internationally as successful examples of innovative public private partnerships.

David has made numerous presentations of his work to public bodies and professional associations, including CoreNet Global, American Planning Association, American Defense Communities, Advisory Council for Historic Preservation, Nishiyama Bunko (Osaka), National Trust for Historic Preservation, and Society of Military Engineers.

401 & 430 Broadway Residential Mixed Use P3
Oakland, CA
Developer Solicitation
Proposal Evaluation
Development Agreement Negotiation Support

VTA Cerone Industrial P3
San Jose, CA
Creative Industrial Market and Financial Feasibility Study

Downtown Precise Plan and General Plan Update
City of San Rafael
Real Estate Market Analysis; Financial Feasibility Analysis; Fiscal Impact Analysis

ConnectMenlo GPU Community Benefits Program Development
Menlo Park, CA
Pro-forma Analysis
Community Benefits Program Formulation & Implementation Support

Presidio of San Francisco/Golden Gate National Recreation Area
San Francisco, California
Base Conversion (Residential & Commercial Mixed Use)
Budget and Financial Pro Formas
Historic Preservation
Commercial and Residential Market and Financial Analysis
Commercial leasing support
Ground lease negotiations
Special Events Programming
Restaurant Feasibility Analysis

Docusign Envelope ID: 8E918DBD-8270-4368-ACE5-4EC2135F6890

Chelsea Guerrero
Vice President

Education

Master of City Planning, University of California, Berkeley

Bachelor of Arts, Political Economy and Geography, University of California, Berkeley

Professional Experience

Chelsea is a Vice President in BAE's San Francisco Bay Area office and brings a strong background in research, data analytics, project management, and policy evaluation to BAE. With expertise in econometric statistical modeling, she specializes in complex quantitative analyses to support BAE's projects throughout the nation.

Chelsea has extensive experience preparing market, feasibility, and economic analyses to inform long-range planning decisions and the evaluation of proposed development projects. She has prepared fiscal impact analyses to evaluate the fiscal impacts from complex real estate development projects, major area plans, public policies, and land use changes in communities throughout California. She also has experience preparing financial feasibility analyses to support negotiations for new joint development projects and private development projects seeking public benefit density bonuses in the Bay Area. Her recent housing-related work includes financial feasibility testing of affordable housing impact fees and potential inclusionary housing policy options in the cities of Sunnyvale, San Leandro, Atherton, Napa, and Menlo Park.

Before joining BAE, Chelsea worked at the Metropolitan Transportation Commission (MTC) on its Regional Prosperity Plan, a three-year regional planning initiative funded by the U.S. Department of Housing and Urban Development (HUD).

Vacaville Peabody-Allison Specific Plan
City of Vacaville, CA
Market Analysis, Affordable Housing and Anti-Displacement Strategy (in progress)

East Palo Alto Fiscal Impact Analyses
City of East Palo Alto, CA
Fiscal Impact Analyses (Proposed Development Projects)

Menlo Park Fiscal Impact Analyses
City of Menlo Park, CA
Fiscal Impact Analyses (Proposed Residential/Commercial/Mixed Use Development Projects, Master Plans, Housing Element)

San Ramon Retail Strategy Update
City of San Ramon, CA
Market Analysis; Retail Site Analysis; Feasibility Testing; Fiscal Impact Analysis

San Rafael General Plan Update and Downtown Precise Plan
City of San Rafael, CA
Market Analysis; Fiscal Impact Analysis

Vallejo General Plan Update
City of Vallejo, CA
Fiscal Impact Analysis

Menlo Park Community Benefits Analyses
City of Menlo Park, CA
Financial Feasibility Analysis; Community Benefits Evaluation

Solano Rail Hub Residential Cluster Plan
Solano Transportation Authority
Market Analysis (in progress)

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Olivia El-Sadr Davis, MCP
Associate

Education

Master of City Planning, UC Berkeley

Bachelor of Arts, Economics and Art History, New York University

Professional Experience

Olivia El-Sadr Davis is an Associate in BAE's Berkeley office, and brings a background in qualitative and quantitative research, geospatial analysis, housing, and design.

Olivia provides research and analytical support for BAE's Northern California and Pacific Northwest consulting assignments. Projects at BAE have included affordable housing investment strategies, real estate market studies, economic background analysis for Specific Plans, economic development strategies, and demographic profiles for clients in the Bay Area, Central Valley, and Seattle.

Prior to joining BAE, Olivia worked for the Terner Center for Housing Innovation, where she contributed to a landscape assessment of California's homelessness programs for the State Legislature and Governor Newsom. For the study, she conducted stakeholder interviews with local government leaders and service providers, and synthesized findings into written deliverables for the statewide report. She also worked as a Fellow focusing on housing tech at the Terner Innovation Labs, an accelerator for early-stage ventures focused on improving the housing market and making it more affordable and fairer.

As a graduate student, Olivia specialized in affordable housing, community development, and urban design, focusing her research on how policy change impacts the built environment.

Bay Area 2050+ Housing Needs & Revenue Forecast
Association of Bay Area Governments
Affordable Housing Funding and Financing
Stakeholder Engagement

Parkline Fiscal Impact Analysis
City of Menlo Park
Revenue and Expenditures
Fiscal Impact Analysis

530 Sansome Real Estate Advisory Services
City and County of San Francisco
Fiscal Impact Analysis Peer Review
Developer Pro Forma Review

Specific Plan Technical Assistance
City of Seattle
Real Estate Market Analysis
Housing Needs Assessment
Development Trend Analysis

Coyote Point Park Restaurant Analysis
San Mateo County
Market Analysis
Pro Forma Feasibility
Operator Solicitation

Vacaville Peabody-Allison Specific Plan
City of Vacaville, CA
Market Analysis, Affordable Housing and Anti-Displacement Strategy (in progress)

Solano Rail Hub Residential Cluster Plan
Solano Transportation Authority
Market Analysis (in progress)

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Jenna Fairman
Analyst

Education

Bachelor of Science, UC Davis

Professional Experience

Jenna Fairman is an Analyst in BAE's Sacramento Region office. She brings a strong foundation in research, complex database development, and geospatial analysis to consulting assignments across the company.

Jenna provides data collection, analysis, visualization, and mapping to support BAE's work across a wide variety of disciplines. She has conducted research for a variety of projects throughout California. She provided critical research support for the Placer County Housing Market Study and is currently providing similar support for market studies for sites in Pittsburg and Rohnert Park, California, which are still ongoing. She provided data collection support and geographic information systems (GIS) analysis for potential residential and non-residential vacancy tax measures in Nevada County and the Town of Truckee. She also provided research support for an analysis of a housing nexus study in Campbell, California, collecting economic and real estate market data.

Prior to joining BAE, Jenna worked in an environmental ecology lab, assisting in research, data collection, and project design.

Housing Nexus Study
Campbell, CA
Residential Market Analysis; Real Estate Research

General Plan Update
Auburn, CA
Real Estate Market Conditions, Demographic Analysis

Specific Plan and Anti-Displacement Strategies
Vacaville, CA
Residential and Commercial Market Analysis; Demographic Analysis; Economic Analysis (in progress)

Housing Market Study
Placer County, CA
Residential Market Analysis; Real Estate Research and Outreach; Economic Analysis

Housing Strategy and Development Plan
Santa Clara County, CA
Vacant Sites Inventory; Market Analysis; Site Capacity Analysis; Strategy Development

Market Study
Pittsburg, CA
Residential, Retail, and Office Real Estate Market Analysis; Demographic and Economic Analysis (ongoing)

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5. PRICING PROPOSAL

BAE contracts either on a fixed fee or on time and materials not to exceed basis. Contracts based on time and materials are subject to hourly fees for BAE professional staff. These rates are subject to revision on or after January 1, 2026. BAE acknowledges that the annual increases will not exceed 5 percent or the current year's Consumer Price Index (CPI) increase for the San Francisco Bay Area, whichever is lower.

BAE's hourly rates for calendar year 2025 are as follows:

Principal	$320-350/hour
Associate Principal	$305/hour
Director	$295/hour
Vice President	$290/hour
Senior Associate	$230/hour
Associate	$180/hour
Senior Analyst	$140/hour
Analyst	$125/hour

Miscellaneous expenses such as data purchase, travel, and document production are passed through to the client with no markup. For the type of projects BAE anticipates completing under this on-call contract, typical data purchase costs range from $0 to $500 per project. Travel expenses will likely be minimal, as the BAE team is local to the Bay Area.

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6. PRIOR LITIGATION/CLAIMS

6.1 Litigation Claims

BAE has not had any litigation or claims threatened, filed, or settled against the company in the past five years. Similarly, BAE has not threatened, filed, or settled any claims against another party in the past five years.

6.2 Failed Project Completions

BAE has never failed to complete any work that we have been awarded due to an inability or unwillingness to fulfill the established scope. However, our consulting engagements often require flexibility, as project needs may evolve over time. In some cases, changes in project direction or client priorities may lead to the conclusion that certain elements of the original scope of work are no longer necessary or appropriate. When this occurs, we work closely with our clients to ensure transparent communication and alignment on the most suitable next steps. While BAE does not maintain a formal list of such instances, we would be happy to discuss any questions or concerns with Benicia City staff.

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7. FINANCIAL AND RELATED INFORMATION

7.1 Audited and/or Reviewed Financial Statements

BAE confirms that upon request we will provide reviewed financial statements for the last three fiscal years.

7.2 Letter From Insurance Broker

BAE confirms that upon request we are able to provide a letter from our insurance broker attesting to meeting the insurance coverages described in the Professional Services Agreement.

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8. DISCRETIONARY SUPPLEMENTAL MATERIALS

8.1 Discretionary Supplemental Materials

About BAE

BAE Urban Economics, Inc. is an award-winning, national urban economics and real estate consultancy. Since 1986, we have completed more than 2,600 client engagements for public agencies, non-profit organizations, financial institutions, and real estate investors and developers. All of our work is led by seasoned professionals, who are responsible for project direction and quality control.

BAE's services and practice areas include:

- Market and Financial Feasibility Analyses
- Fiscal Impacts and Economic Benefits Analyses
- Equitable Development and TOD
- Affordable and Workforce Housing
- Economic Development and Revitalization
- Public-Private Partnership (P3) Structuring and Negotiation Support
- Public Finance

BAE's passion about the "triple bottom-line" of sustainable economics, equity, and environment makes us unique among urban economists. We believe that there are practical solutions to urban issues which will achieve this triple bottom-line, and that consideration of environmental impacts and social benefits as well as financial returns result in the best value for our clients.

Our company has practiced this same philosophy since our inception with intentional investments in our staff and workplaces to foster creativity and a commitment to excellence. We have pioneered the use of survey research to target urban housing products, created innovative GIS tools for smart growth planning, and provided real estate advisory services to some of the nation's largest revitalization and sustainable development efforts.

The BAE difference shows - we have earned more awards for excellence than any other firm in our field and our clients have retained us repeatedly over our 38-year history. BAE has 21 staff members in six offices, including Los Angeles, San Francisco, Sacramento, Atlanta, Washington DC, and New York City. BAE is also certified as an MBE/DBE/SBE by numerous public agencies.

The following pages provide a summary of relevant projects completed by BAE. For more information, see www.bae1.com.

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Menlo Park Real Estate and Economic Analysis Services

City of Menlo Park, CA

Since 2008, BAE has provided economic analysis support related to major projects and planning initiatives in Menlo Park, including:

Community Benefits Analyses. BAE has evaluated approximately a dozen proposed development projects in Menlo Park to assess their potential for supporting community benefits and estimate the value of developers' proposed contributions. This includes evaluating community benefits for several developments in Menlo Park's Bayfront area, such as the 59-acre Willow Village project, with a community amenities package valued at over $250 million. Under the City's Downtown Specific Plan, developers can build at higher densities in exchange for providing public benefits. BAE has conducted financial pro forma analyses for office, hotel, retail, residential, and mixed-use projects seeking a public benefit density bonus to assess the increase in developer profit and its relation to public benefit contributions. These analyses have helped City Council and staff in evaluating proposed contributions, often leading to higher community benefits.

Fiscal Impact Analyses. BAE has conducted approximately 20 fiscal impact analyses for citywide planning efforts and major projects, including the Menlo Park 5th and 6th Cycle Housing Element Updates, two Facebook Campus expansions, multiple office, life sciences, and residential developments, and the Willow Village mixed-use project. The Willow Village development includes 1.6 million square feet of office space, 1,730 residential units, a hotel, 200,000 square feet of retail space, and public parks. These analyses have been used by City staff, the public, and local decision-making bodies to inform planning efforts, evaluate specific projects, and determine financial contribution requirements for development agreements associated with major projects.

Housing Needs Assessments. BAE has conducted housing needs assessments for proposed developments in Menlo Park, including a 230,000-square-foot R&D project and a 432-unit residential development. These assessments estimated the number of workers by income level generated by each project and the affordable housing units needed. The analyses also evaluated indirect and induced housing needs resulting from new businesses and workers spending in the local economy, supporting additional job growth, and assessed the local housing market's capacity to absorb the total housing demand.

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South San Francisco Real Estate Advisory Services

City of South San Francisco

BAE has held an on-call economic consulting services contract with the City of South San Francisco for several years. Through this contract, BAE has provided the City with flexible, short-turnaround analyses as needed to support multiple City initiatives. These have included:

Library Reuse Analysis. BAE provided an assessment of the potential reuse value of a City-owned library building for residential development for office development, for comparison with estimated costs to refurbish the space for a city sponsored childcare facility. BAE analyzed the potential value of the property for adaptive reuse for private offices and for clearing the site for residential development.

COVID-19 Emergency Business Loan Fund Underwriting. BAE is helping the City implement an emergency loan program to assist businesses facing short-term difficulty due to the coronavirus epidemic, using CDBG funds. BAE provided input on eligibility criteria, loan application materials, and loan underwriting.

Pro Forma Analysis of Municipal Services Building and Buri Buri Shopping Center. BAE prepared an analysis of the potential economic benefits of potential joint development of a city-owned site and adjacent commercial site, including estimating potential land values.

Community Benefits Pro Forma Review. BAE's assessment of the potential for the proposed 2.7 million square foot Southline Project to provide community benefits pursuant to a development agreement with the City of South San Francisco for primarily office and life science uses.

Health Peak Properties Vantage Campus Community Benefits Analysis. BAE conducted a review of a proposed community benefits package for a proposed 1.6 million square foot life sciences project, which was required to provide at least $16.6 million in community benefits. In addition to the value of the proposed community benefits, BAE conducted a review of additional entitlements that the project applicant requested. BAE's analysis informed

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negotiations between the City and the development team as part of the development agreement process.

Civic Center P3 Analysis. BAE helped the City evaluate the pros and cons and financial viability of utilizing a P3 delivery method for development of parking facilities to serve civic buildings. BAE researched comparable civic center public-private partnerships, highlighted key financial and risk considerations for a traditional design-bid-build approach versus various P3 approaches, and prepared preliminary financial analyses to evaluate cost implications to the City for developing various components using P3 approaches.

Teacher Housing Feasibility Study. BAE prepared an analysis of the potential feasibility of an affordable housing project with preference for South San Francisco Unified School District teachers to be financed by the Low-Income Housing Tax Credit (LIHTC) four percent program and regional funding in addition to a permanent mortgage leveraged by the project's rental revenue.

Affordable Housing Contribution Peer Review. BAE conducted a peer review of a developer pro forma to inform the City's discussions with the developer regarding the provision of City funding for the project's affordable housing component which was designed to satisfy required affordable housing mitigations for multiple projects.

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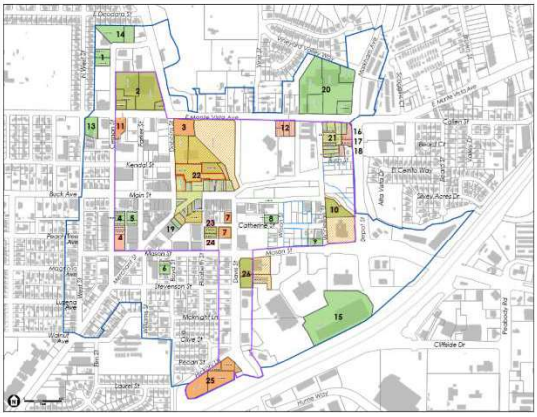
Downtown Vacaville Specific Plan

City of Vacaville, CA



BAE was the economics subconsultant for the Downtown Specific Plan (DTSP) in the City of Vacaville. The goal of the DTSP was to unlock Downtown's full potential as a vibrant and walkable mixed-use destination, while also preserving the affordability and stability of existing downtown residents. The project builds upon Downtown's unique history and setting to develop a framework that provides for a diversity of housing choices, enhances economic vitality by providing for a wide range of commercial and entertainment options, and promotes pedestrian, bicycle, and transit accessibility. BAE prepared a background economic and market profile, a residential anti-displacement strategy, a downtown retail revitalization strategy, a financial feasibility analysis for desired uses, and a district wide infrastructure financing strategy.

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Heart of Fairfield Specific Plan

City of Fairfield, CA

BAE served as the economics subconsultant for the Heart of Fairfield Specific Plan. BAE's work included a comprehensive background assessment that analyzed economic and demographic trends and conditions within the Heart of Fairfield Specific Plan Area, along with comparisons to the City of Fairfield as a whole and the greater Bay Area Region. BAE's work identified the unique characteristics of the Plan Area, including the Downtown and West Texas sub-areas, and the real estate market niches that Plan Area developments serve. BAE estimated near and long-term residential and commercial land use demand for the area, and also conducted pro-forma financial analysis to evaluate the development feasibility of different prototype development projects that reflect long-term Plan Area goals for infill and revitalization.

BAE also conducted a fiscal impact analysis that identified likely General Fund service cost increases, offsetting increases in General Fund revenues, and fiscal surpluses that could be reinvested in the Plan Area to help fund proposed Plan Area public improvements that would support long-term buildout. As part of the analysis of potential implementing funding opportunities, BAE prepared projections of the tax increment revenues that the Plan Area could generate with the formation of an Enhanced Infrastructure Financing District (EIFD). BAE also contributed to Specific Plan strategies that provide a roadmap for actions that the City can take to implement the Plan, including preparation of an affordable housing and anti-displacement strategy.

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Fairfield Linear Park Plan

City of Fairfield, CA

BAE was the economics subconsultant on a multidisciplinary team that the City retained to update a plan for a linear park along a former rail corridor. While the City had made some improvements to the corridor, including installation of a paved multi-use path, the City lacked a comprehensive vision for improvements to the full right-of-way that it acquired and how improvements along the corridor could better support revitalization of the neighborhoods and commercial areas that lie adjacent to the corridor. BAE's role included analysis of existing conditions in the areas adjacent to the corridor and identifying key destinations near the corridor that could simultaneously benefit from improved connectivity via the linear park for patrons and employees and generate activity that would help to activate the corridor and contribute to an increase in perceived safety for corridor users.

In addition to identifying potential local, state, and regional funding sources for implementation, BAE also identified the potential for public-private partnerships involving the development of land fronting on the corridor that could help fund corridor improvements and maintenance. The linear park plan provided the City with a framework of implementation actions for development of the linear park that will maximize the community and economic benefits to adjacent properties and the City as a whole.

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Propel Vallejo General Plan Update

City of Vallejo, CA

BAE prepared an economic and real estate market conditions report, drafted an economic development element ("Economy, Education and Training" chapter), and prepared a fiscal analysis in support of the City's APA award-winning 'Propel Vallejo' General Plan Update. BAE's existing economic conditions report provided important contextual data related to demographics, employment trends, and local real estate residential and commercial market conditions. In formulating the Economy, Education and Training chapter of the General Plan, BAE focused on detailed strategies to promote economic opportunities to historically disadvantaged populations in Vallejo, encourage arts and entertainment, and to promote the City's water transit to stimulate investment in the City's downtown.

BAE also prepared multiple economic analyses to support the General Plan Update. At the time of the General Plan Update, Vallejo had recently exited from bankruptcy and was continuing to face fiscal challenges, and therefore economic development and fiscal health were key issues in the General Plan Update process. To address ongoing uncertainty related to the City's fiscal health over the long term, BAE prepared a detailed fiscal impact analysis evaluating buildout of residential, hotel, retail, manufacturing, and other uses enabled by the General Plan, using buildout of the prior General Plan as the baseline condition. The fiscal impact analysis provided an assessment of impacts to property tax, sales tax, transient occupancy taxes, utility user taxes, and other key municipal funding sources, as well as the service costs associated with providing municipal services to new Vallejo residents and workers. BAE's work provided contextual information and analysis to demonstrate the role of the General Plan in ensuring the City's long-term fiscal sustainability, and the relationship between the General Plan and other ongoing economic development efforts. The plan received an Award of Merit from California Chapter of the American Planning Association.

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Napa Hotel Fiscal and Economic Impact Analysis

City of Napa, CA

The City of Napa had a significant number of planned and proposed hotels in the development pipeline, which could add over 2,000 hotel rooms to the City's inventory, supporting employment growth, creating multiplier effects in the local economy, and generating revenues from taxes and other sources. The City sought an understanding of the magnitude of these impacts to better anticipate the effect that new hotels will have on the City's fiscal health and the local economy.

BAE conducted an analysis of the revenues that development of the hotels in the development pipeline would generate to the City of Napa, including property taxes, transient occupancy taxes, sales taxes from hotel visitor spending, and business license taxes. In addition to these annual ongoing revenues, the analysis estimated the one-time sales and use tax revenues that would accrue to the City's General Fund during construction of the proposed hotels. The analysis found that the hotels would generate approximately $30 million per year in revenue to the City of Napa once fully built and operational, $26 million of which would be from transient occupancy tax payments.

Concurrently with the fiscal revenue analysis, BAE prepared an economic impact analysis to capture the effect that new hotels and additional overnight visitors will have on employment growth and economic activity, both directly and indirectly as the hotel operators and their workers make purchases in the local economy. The economic analysis used the IMPLAN software model to estimate the indirect and induced employment and spending attributable to the ongoing operation of the hotels and from hotel construction activity. The analysis found that the new lodging facilities slated for construction in the City of Napa will generate over 6,200 jobs and $761 million in annual ongoing economic output across all sectors of the Napa County economy. Most of these impacts will be focused in sectors related to the tourism economy, including restaurants and bars, lodging facilities, and wineries, and represent a six percent increase in employment and a five percent increase in Gross Regional Product for Napa County.

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Housing-Related Technical Services

Town of Windsor, CA

The Town of Windsor, a small community in the northern part of the San Francisco Bay Area has retained BAE to provide on-call technical assistance on housing-related projects. BAE's work has included supporting the Town in negotiations to modify an existing affordable housing agreement with a project developer, development, issuance, and review of responses for two NOFA rounds from the Town's affordable housing fund, and evaluated the viability of increasing Town development impact fees for traffic, drainage, and affordable housing and establishing a new public art requirement. Under separate contracts, BAE has also conducted an analysis to update the Town's affordable housing inclusionary policy.

Successes: BAE analyzed a proposal from a developer to buy out the affordability obligations for a 387-unit apartment project proposed within the Town's "Town Green" mixed-use development area. In addition to payment of in-lieu fees for housing affordable to lower-income households, the original project approval called for 77 apartments to be rented at rates affordable to moderate-income households, for 10 years. After analyzing the project economics and developing a comparison between the net present value (NPV) of the net income under restricted rent and market rate rent scenarios, BAE determined that the value to the developer should be several times what the developer offered the Town, providing the basis for the Town to secure modifications that provided considerably more affordable housing value than the developer originally offered. BAE supported two affordable housing NOFAs, assisting the Town with drafting the NOFA, reviewing applications, making funding recommendations to the Town Council, and working with selected applicants to comply with requirements for disbursement of funds.

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San Rafael Downtown Precise Plan and General Plan Update

City of San Rafael, CA

BAE served as the real estate economist on a Downtown Precise Plan and General Plan Update for the City of San Rafael. San Rafael serves as a primary employment and transportation node for the County, with a SMART commuter rail station and a cluster of technology, biotech, entertainment, and industrial businesses. San Rafael boasts both a small-town atmosphere and a lively urban environment, though portions of the City's retail sector have struggled during recent years. Major goals of the Precise Plan were to support existing businesses in the Downtown area, enhance the Downtown's vitality, and improve quality of life for the City's residents and workers.

BAE's work included a market analysis to identify challenges and opportunities in the Downtown area and citywide. As a part of this work, BAE evaluated existing and potential demand for residential, office, hotel, industrial, and retail uses in the City and identified trends affecting each use type. In addition, BAE analyzed the financial feasibility of prototype projects on catalyst sites, including mixed-use prototypes and prototypes with an affordable component. For projects that were not financially feasible, the analysis provided recommendations for City actions that could improve financial feasibility. BAE also prepared a fiscal impact analysis to estimate the impact that the proposed land use changes would have on City revenues and service costs. For the implementation chapter of the Precise Plan, BAE prepared an economic development strategy to identify actions to support the Precise Plan objectives as well as citywide economic development goals. Both plans were adopted in August 2021.

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El Cerrito Affordable Housing Project Real Estate Advisory

City of El Cerrito, CA

The City of El Cerrito engaged BAE Urban Economics to analyze the City's participation in a proposed transit-oriented residential development at the El Cerrito Plaza BART station. The project will be built on surface parking lots which are mostly owned by BART, with a small portion of the site owned by the City of El Cerrito. The development team that was selected for the site proposed construction of 743 housing units, including 351 units affordable to lower-income households. The project also included a public plaza and an option to include a new public library on the ground floor of one of the residential buildings. At the time that the City engaged BAE to provide advisory services, the City was considering a contribution of City funding and public land to support the affordable housing component of the project as well as covering the cost of construction for the library.

BAE's analysis included a review of the reasonableness of the City's potential contributions to the project as well as advising the City on key deal terms for a future agreement with the developer of the site. BAE compiled data on local funding contributions for other affordable housing projects in the region and found that the City's proposed contribution, including funding, land, and ongoing maintenance of infrastructure and open space, was within the typical range. In addition, BAE summarized the qualitative benefits that the project would provide to the City as well as qualitative benefits for the developer due to the possible inclusion of a library in the project. Finally, BAE reviewed the draft term sheet for the agreement between the City and developer and recommended several issues for consideration to improve the transparency of the agreement and reduce the City's risk as the project moves forward.

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East Palo Alto Fiscal Impact Analyses

City of East Palo Alto, CA

Situated near the heart of Silicon Valley, the City of East Palo Alto is a prime location for both commercial and residential development. In addition to traditional real estate development projects, East Palo Alto has also attracted development interest from a number of nonprofit organizations due to the slightly more affordable local market and the City's comparatively high share of lower-income residents that may benefit from services. These nonprofit organizations often receive property tax exemptions under State law, leading to concerns about how the prominence of these organizations affect the City's ability to maintain fiscal sustainability.

BAE has prepared fiscal impact analyses to assist the City of East Palo Alto in its review of five separate development proposals, including an arts and cultural center with a café, a private elementary school, and three office projects. For each project, BAE prepared a detailed fiscal model based on an in-depth review of the City's budget and refined the model through consultation with City staff to identify how each project would impact City service cost and revenue items. The resulting fiscal models provide reasonable estimates of the revenues that each project will generate in the form of taxes and other revenues, as well as the cost to the City to provide municipal services to each new development. Three of the projects that BAE has analyzed are owned by nonprofit entities, allowing for full or partial property tax exemptions. For these projects, BAE also prepared an analysis of the property tax that a non-exempt use would generate if located on the same project site, in accordance with City policy, which the City used to inform negotiations with the project applicants to secure a payment in-lieu of taxes.

BAE's work on these projects has also included analyses of the educational requirements for the jobs associated with each new development and the extent to which requirements for the jobs in the new development are likely to align with the skills and experience prevalent among East Palo Alto residents. For three of these projects, BAE has also completed housing needs assessments to evaluate the housing demand attributable to the project.

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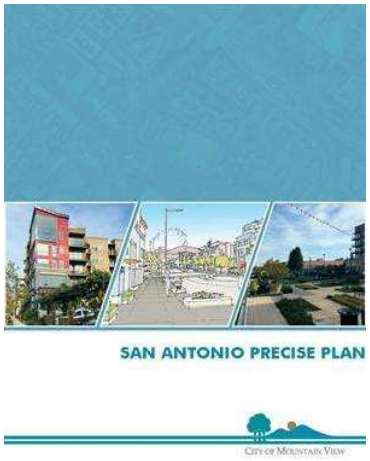
San Antonio Precise Plan Development Feasibility and Community Benefits Study

City of Mountain View, CA



As part of a cross-disciplinary planning team, BAE provided real estate advisory services in support of the San Antonio Precise Plan which was adopted by the Mountain View City Council in December 2014. Within two weeks of plan adoption, the developer of Santana Row, Federated Realty Trust, purchased the entirety of the San Antonio Shopping Center for redevelopment –a strong validation of BAE's economic analysis.

Development Feasibility. BAE prepared a detailed pro forma analysis of multiple development scenarios on three opportunity sites within the plan area. Development feasibility was tested utilizing soft and hard construction data and market-based assumptions regarding rental rates, investor rates of return, and financing costs. A key economic issue was to determine the appropriate level of new development that would support replacing older one-story retail with high density, mixed use residential and commercial development.

Community Benefits Analysis. As part of this assignment, BAE prepared a community benefits study to determine a reasonable per square foot community benefits charge for market rate residential and new commercial uses in excess of the baseline entitlement in the plan area. BAE assisted Mountain View staff in preparing a community benefits ordinance that accompanied the precise plan adoption.

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NASA Research Park P3 Advisory Services

NASA Ames Research Center, Mountain View CA

NASA Research Park is a world-class, shared-use R&D and education campus for industry, academia, non-profit, and government entities working in aerospace and space, nanotechnology, information technology, and advanced life science sectors. It is co-located with the NASA Ames Research Center on lands formerly occupied by the U.S. Navy in the heart of Silicon Valley.

BAE has supported NASA by undertaking market and financial feasibility studies and preparing business plans for the reuse of existing buildings and new development on underutilized land parcels. To date BAE has provided negotiation and valuation support to over 70 lease transactions for over two million square feet, including a $1.1 billion-value ground lease of Historic Hangar One and Moffett Airfield to Google, Inc., a $5.6 million building historic rehabilitation for Carnegie Mellon University's Carnegie West campus, a $142 million ground lease of 42-acres to Google for a new office complex, a 46-acre $900 million ground lease to Clark Realty Capital for a residential mixed-use development of 2,000 housing units, a 36-acre $185 million ground lease to University of California for its UC Berkeley Space Center. In total, BAE's work has increased NASA's real estate revenue to over $25 million per year today. BAE's work included developer solicitations, market analysis, appraisals, and term sheet/lease agreement document reviews.

Examples of the exciting scientific research and co-locating companies in the NRP are profiled in the BAE-authored Economic Benefits of NASA Ames at: https://www.nasa.gov/wp-content/uploads/2024/04/economics-benefits-study-2015.pdf. The NASA Ames project has received international recognition and numerous awards, including citation as a model case study in Understanding Research, Science, and Technology Parks, Global Best Practices by the National Research Council (2009), 2015 Best Public/Civic Project by Silicon Valley Business Journal and 2015 Real Property Innovation Award – Asset Management, U.S. General Services Administration for the NASA Moffett Airfield Ground Lease to Google, Inc.; 2008 Deal of the Year by the Silicon Valley Business Journal for the NASA/Google Bay View ground lease, 2003 Innovative Real Property Award by the US General Services Administration (NASA Ames Development Plan). The project has been featured in special reports by, among others, Bloomberg TV and the British Broadcast Corporation (BBC).

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Folsom Central Business District Master Plan and Economic Development Strategy

City of Folsom, CA

Folsom has an older central business district that was developed in the 1970s and 1980s with traditional auto-oriented shopping centers that have become functionally obsolete in a highly competitive retail environment. While the district's occupancy remains high and the City continues to attract new affluent residents, the City desired to reposition this district to maintain and enhance its economic sustainability and meet its new housing production goals. As part of a multi-disciplinary planning team, BAE prepared a demographic, economic, and real estate market analysis. Based on the findings from this work and input from a Citizens Advisory Committee, BAE then formulated revitalization and economic development strategy for the Master Plan that looked how to leverage the district's many assets, including adjacent Lembi Park with a sports and aquatic center, to promote new mixed uses including additional residential and new retail concepts. These strategies included branding and wayfinding, promotions and events programming, zoning modifications, public art programing, and establishing a business improvement district.

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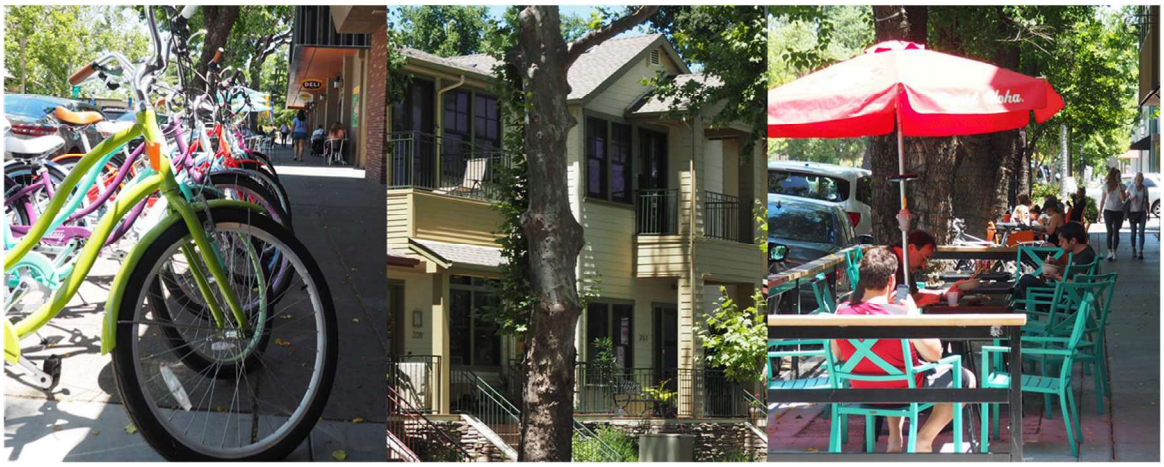
Davis Downtown Plan Update

City of Davis, CA



BAE served as economics subconsultant for the Downtown Davis Plan Update. This plan covers the City's vibrant urban core, updating the original Core Area Specific Plan adopted in 1995. While the downtown remains Davis's commercial focal point, its function has evolved in the intervening years, with eating and drinking taking over from merchandising retail as the primary ground floor activity. Other issues include increased interest in mixed-use and housing infill projects; heightened advocacy for expanding multimodal transportation access to the downtown; conflicts regarding parking availability and management; and concerns raised due to ownership changes and subsequent business turnover affecting a significant portion of the downtown's retail store frontage.

To help inform the plan update process, BAE prepared a market assessment that identified the potential for downtown to capture additional demand for downtown retail, office, residential, lodging, and entertainment uses over the next 20 to 25 years. In addition to standard data sources, BAE's analysis drew upon an extensive set of interviews with downtown property owners, developers, merchants, and real estate professionals; incorporated location-based data from mobile devices to better understand where people present in Downtown Davis come from at different times of day, on different days of the week; and utilized confidential historical establishment-level data obtained from the CA Employment Development Department to better understand how Davis's underlying economy is changing over time and affecting downtown real estate demand. BAE prepared pro-forma financial feasibility analysis for several different downtown development prototypes, to provide planners and stakeholders with a better understanding of how economics can drive downtown developer decisions, and how increasing allowable density and making other regulatory changes may be able to help stimulate desired changes.

To support plan implementation, BAE prepared a fiscal impact analysis for Downtown Plan changes as well as a funding strategy for public capital improvements.

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9. AGREEMENT REQUIREMENTS

9.1 Form of Agreement

BAE hereby agrees to sign a Professional Services Agreement substantially similar to the form of the Professional Services Agreement attached to the RFP.

9.2 Proposed Changes to Professional Services Agreement

None.

9.3 MyCOI Registration for Insurance Tracking

BAE confirms that if selected, we will register with MyCOI and ensure that the correct insurance documentation is uploaded.

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10. FORMS

10.1 Proposal Authorization Form

BAE has uploaded the signed Proposal Authorization Form.

10.2 Materials Upload

BAE has uploaded a copy of our full submission packet.

26-010

PROFESSIONAL SERVICES MASTER AGREEMENT (ON-CALL PLANNING)

BETWEEN

CITY OF BENICIA AND

CSG Consultants, Inc.

This Professional Services Master Agreement ("Agreement") is dated July 1, 2025, and is by and between the City of Benicia, a political subdivision of the State of California ("CITY") and CSG Consultants, Inc., a California Corporation located at 550 Pilgrim Drive, Foster City, California 94404, licensed to do business in California, ("CONTRACTOR") relating to CSG Consultants - Planning Master Service Agreements (FY26-27) Services (“Services").

1. Agreement

1.1. 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 by the City Manager, or designee who is hereby authorized to execute any Task Order and issue a Notice to Proceed, without further action by the City Council, provided the Task Order is within the total authority of this Master Service Agreement. Amendments to this Master Service Agreement require City Council approval.

Services may include, but not be limited to:

A. Current Planning

B. Development Review

C. Long-Range Planning Policy and Strategies

D. Historic Preservation

E. Environmental Review

F. Housing Programs and Policies

G. Rapid Response Services

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.

1.2. Term of Agreement

A. This Agreement will conclude on June 30, 2027 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.

1.3. 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.

1.4. Compensation

CONTRACTOR shall be compensated, a total value not to exceed $325,000 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 not to exceed 5% or the current year's February change of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Francisco-Oakland-Hayward, CA index, whichever is lower, and must seek CITY's authorization for rate changes. 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.

1.5. 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 in excess of $1,000.00, where prevailing wages are required by 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 City's Public Works 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 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. CONTRACTOR 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 CONTRACTOR shall pay federal Davis Bacon wages and comply with applicable federal requirements.

B. 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.

C. CONTRACTOR, where applicable, 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.

1.6. 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. **Patent Rights, Copyright, Trade Secrets:** CONTRACTOR 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.

C. **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 artd will survive termination of this Agreement.

D. **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.

E. **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.

F. **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.

G. **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 al I 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

1.7. 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.

1.8. 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.

1.9. 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.

1.10. 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 based on a final invoice from the CONTRACTOR.

1.11. 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 I 101, 1102and1102.1; 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.

1.12. 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. § l8700(a) (2))

1.13. 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.

1.14. 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.

1.15. 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.

1.16. 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.

1.17. 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.

1.18. 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.

1.19. 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.

1.20. 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.

1.21. 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: Stacy Hofacre

Senior Management Analyst

shofacre@ci.benicia.ca.us

To Contractor: Cyrus Kianpour

President

cyrus@csgengr.com

1.22. 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.

1.23. 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.

2. Insurance Requirements

2.1. INSURANCE REQUIREMENTS

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated July 1, 2025, by and between CSG Consultants, Inc., hereinafter referred to as "Contractor", and the City of Benicia, hereinafter referred to as "City", providing for professional services.

2.2. 1. Contractor's Duty to Show Proof of Insurance

Contractor, 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 Contractor's acts, errors, or omissions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Contractor shall not perform any work under this Agreement until Contractor 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, Contractor 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, Contractor 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. Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or City as an additional insured.

2.3. 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 Contractor'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. Contractor 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.

2.4. Workers' Compensation Insurance

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

2.5. 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.

2.6. 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.

2.7. Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Contractor, at Contractor'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.

2.8. Insurance terms and conditions:

3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Contractor shall not be suspended, voided, cancelled or

reduced in coverage or in limits except after ten (10) days written notice by Contractor 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. Contractor 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 Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor 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 Contractor is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Contractor'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 Contractor'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 Contractor 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 Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor. City, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Contractor 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 Contractor 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 Contractor and its Subcontractors shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Contractor's fees under this Agreement (and the fee of its Subcontractors under Subcontractor agreements) shall be reduced by the amount of insurance premiums that may be avoided by Contractor and its Subcontractors 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 Contractor's and Subcontractors policies. Construction Manager and its Subcontractors shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

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

"CSG Consultants, Inc." By:_____

Its: President

"City" By:_____

Its:_____

"Department" By:_____

Its:_____

"City Attorney" By:_____

Its: City Attorney

Exhibits List

A - Scope of Work

Exhibit A

Scope of Work

CSG
CONSULTANTS

CITY OF BENICIA

Proposal for On-Call Planning Services

APRIL 7, 2025

www.csgengr.com

Proposal/Qualifications Prepared By
CSG CONSULTANTS

550 Pilgrim Drive | Foster City, CA 94404
TEL : 650.522.2500 | FAX : 650.522.2599

Exhibit D

PROPOSAL AUTHORIZATION

NAME OF RESPONDENT CSG Consultants, Inc.

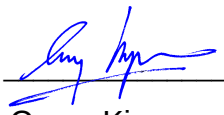
1. The above-named Respondent is a Respondent to the Request for Qualifications / Request for Proposals of the City of Benicia for professional services to prepare [On-Call Planning Services] and possesses the legal authority to submit this Proposal.

2. The undersigned is authorized to conduct all negotiations for and legally bind the Respondent in all matters relating to this Proposal submittal.

3. The undersigned has reviewed, understands, is able to comply with and agrees to be bound by the General Conditions Governing the RFP described in Section 7 of the RFP.

4. The undersigned grants the City a right to conduct reference checks and reasonable investigation of all information provided by Respondent.

5. The undersigned certifies that this Proposal is irrevocable until 120 days after its submission date.

Signature: 

Print Name: Cyrus Kianpour

Title: President

Date: 03/28/2025

COVER LETTER

Employee-Owned

April 7, 2025

Suzanne Thorsen
Community Development Director
City of Benicia
250 East L Street
Benicia, CA 94510

Subject: Request for Proposal for On-Call Planning Services

Dear Ms. Thorsen,

Thank you for the opportunity for CSG Consultants (CSG) to present our proposal to the City of Benicia (City) for On-Call Planning Services. To meet the City's needs, CSG brings specialized Planning and Environmental expertise, a depth and breadth of highly experienced staff, an office within proximity to the City, and the ability to adapt to the City's changing needs. We understand the City is seeking on-call services to supplement its Community Development Department in the following areas:

- *Current Planning Development Review*
- *Long-Range Planning Policy and Strategies*
- *Historic Preservation*
- *Land Use Economics*
- *Environmental Review*
- *Housing Programs and Policies*
- *Grant Applications and Management*
- *Rapid Response Services*

CSG can readily provide support in all of the requested service areas, except for Land Use Economics (4.5) and Grant Applications and Management (4.8), with the proposed staff and resources herein. Additionally, having provided a variety of engineering services to the City in the past, our familiarity with the City's processes and protocols is a valuable asset that positions CSG well for this work. We look forward to the opportunity to partner with the City in this new capacity to serve the community of Benicia together.

Through our many years of service to our public agency clients, we have learned that key attributes a consultant can offer a client are expertise, experience, responsiveness, flexibility, and a solid understanding of community concerns. We have longstanding relationships with partnering subconsultant specialists that work throughout the Bay Area, and we can mobilize a team tailored to a specific project's needs with approval of the City.

In addition to acting on these service principles, CSG has as a main objective – to focus on ensuring integrity and excellence in our analyses and processes, culminating in mutually beneficial solutions and the successful review of projects. In addition to our prior work with the City, CSG also provides similar services to other Bay Area communities that include the Town of Colma, City of Mill Valley, City of San Carlos, City of Millbrae, Town of Los Altos Hills, Town of Corte Madera, City of Gilroy, City of Clayton, and City of Saratoga.

Mr. Ethan Edwards, AICP, CSG's Vice President of Planning Services, will serve as the Quality Assurance and Quality Control (QA/QC) manager. Ms. Lorraine Weiss, Principal Planner, will serve as the contract administrator and main point of contact for the City. Their contact information is provided below:

> **Lorraine Weiss,** Principal Planner/Primary Contact
> 550 Pilgrim Drive, Foster City, CA 94404
> ***office*** (650) 522-2500 | ***cell*** (415) 987-3057 | lorrainew@csgengr.com
>
> **Ethan Edwards, AICP,** Vice President of Planning Services
> ***office*** (650) 522-2500 | ***cell*** (714) 699-4297 | ethane@csgengr.com

As President, I am authorized to legally bind the firm and confirm that **CSG's proposal is valid for a 120-day period.** Mr. Edwards and/or Ms. Weiss would be happy to answer any questions regarding our qualifications.

Sincerely,

Cyrus Kianpour, PE, PLS
President, CSG Consultants, Inc.

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11.1.1: PROJECT ORGANIZATION (SUBCONTRACTORS)

CSG CONSULTANTS - COMPANY PROFILE

CSG Consultants, Inc. (CSG) is an employee-owned, California company with our headquarters in Foster City, and additional offices in Sacramento, Paso Robles, San Jose, Pleasanton, and Orange. The majority of the 350+ individuals within our firm have provided public agency services throughout their entire careers. Our talented personnel bring a wealth of ideas and experiences, having held positions with communities facing similar development opportunities as the City. We have longstanding relationships with partnering subconsultant specialists that work throughout the Bay Area, and we can mobilize a team tailored to a specific project's needs with approval of the City.

NAME OF FIRM:	CSG Consultants, Inc.
PRIMARY CONTACT:	**Lorraine Weiss – Principal Planner**
CONTACT INFO:	*Phone:* (415) 987-3057 • *Email:* lorrainew@csgengr.com
REGIONAL OFFICES:	3150 Almaden Expressway, Suite 255, ***San Jose***, CA 95118 3875 Hopyard Road, Suite 141, ***Pleasanton***, CA 94588 2150 River Plaza, Suite 255, ***Sacramento***, CA 95814 930 Fresno Street, ***Newman***, CA 95360 806 9th Street, Suite 2A, ***Paso Robles***, CA 93446 3707 W. Garden Grove Boulevard, Suite 100, ***Orange***, CA 92868
HEADQUARTERS:	550 Pilgrim Drive, ***Foster City***, CA 94404 (650) 522-2500 ***phone***, (650) 522-2599 ***fax*** www.csgengr.com | info@csgengr.com
YEARS IN BUSINESS:	34 • Founded in 1991
EMPLOYEES:	350+
TYPE OF BUSINESS:	California Corporation • Incorporated June 15, 2000 • Federal ID: 91-2053749

11.1.2: PROJECT ORGANIZATION CHART

11.1.3: Description of Responsibilities

Ethan Edwards, AICP (Vice President of Planning Services)

About: Mr. Edwards serves as the Vice President of Planning Services for CSG Consultants. To this role, he brings expertise in current and advanced planning, design review, coastal development review and CEOA, project and planning staff management, and professional practice building from over 24 years of increasingly complex land use planning and management experience in Orange and Los Angeles Counties, northern California, and the State of Oregon. Prior to joining CSG, Mr. Edwards served as a planner for several public and private sector organizations and has served in various management roles including Community Development Director, Planning Manager, and Principal Planner. **Mr. Edwards will serve as the Quality Assurance/Quality Control Manager.**

Relevant Experience/Projects:

- *The District at South Bay – City of Carson, CA (Project Manager)*
- *Planning Services – City of El Segundo, CA (Principal Planner)*
- *Planning Services – City of Garden Grove, CA (Principal Planner)*

Lorraine Weiss (Principal Planner)

About: Ms. Weiss serves as a Principal Planner for CSG Consultants and provides planning assistance to public agency clients using her knowledge of land use entitlements, development processes, CEQA, public engagement, and policy analysis for municipalities. Ms. Weiss is a land use planner with over 30 years of experience, has well-developed communication, organizational, and project management skills, and is passionate about contributing to creating a sense of place through community input and quality design. **Ms. Weiss will manage the contract, provide direction to staff, and review documents for context and quality control.**

Relevant Experience/Projects:

- *Planning Services – Town of Corte Madera, CA (Principal Planner)*
- *Planning Services – City of Mill Valley, CA (Principal Planner)*
- *Planning, Environmental, & Sustainability Program Management Services – Town of Colma, CA (Principal Planner)*

Bryan Albini (Senior Planner)

About: Mr. Albini serves as a Senior Planner for CSG Consultants. Mr. Albini has comprehensive knowledge of land use planning, development principles, and regulatory procedures, developed over 18+ years in the industry. He has experience and compliance with CEQA, Subdivision Map Act, CA housing legislation, and local land use laws. Mr. Albini has a thorough understanding of project management duties and time management. He is skilled in using communication and design software. Mr. Albini is capable of exercising independent judgment and handling confidential information discreetly. He has exceptional organizational and analytical skills, keen attention to detail, and adaptability. **Mr. Albini will conduct site visits, consistency and compatibility with the City General Plan, City guidelines, policies, development standards, ordinances and regulations, review and prepare technical analysis, author staff reports, ordinances, resolutions, and conditions of approval, make presentations to various Boards, Commission and City Council, and any other required tasks as needed.**

Relevant Experience/Projects:

- *Senior Planner – Town of Colma Planning Department (Colma, CA)*
- *Senior Planner – City of Saratoga Planning Department (Saratoga, CA)*
- *Senior Planner – City of Clayton West (Diamond Bar, CA)*

Nick Bateman (Senior Planner)

About: Mr. Bateman serves as an Associate Planner for CSG, having more than seven years of experience in the public and private sectors. Through his previous experience as an Associate Planner, Environmental Planner, and Assistant Planner, he has developed skills that include current planning, CEQA/NEPA document preparation, project coordination, map-making with ARC GIS, and public presentations. **Mr. Bateman will conduct site visits, consistency and compatibility with the City General Plan, City guidelines, policies, development standards, ordinances and regulations, review and prepare technical analysis, author staff reports, ordinances, resolutions, and conditions of approval, make presentations to various Boards, Commission.**

Relevant Experience/Projects:

- *Senior Planner – Town of Paradise, CA*
- *Associate Planner – Paradise Boutique Apartments Conditional Use Permit Modification Project IS (Town of Paradise, CA)*
- *Associate Planner, Burnt Barn Distillery Project ISMND (Town of Paradise, CA)*

Amy Mullay (Senior Planner)

About: Ms. Mullay has been with CSG for one year specializing in housing updating Housing Elements and implementing Housing Element Programs, and annual housing element and general plan annual progress reports for the State Department of Housing and Community Department. Ms. Mullay has spent 24 years alone in current and advanced planning, and housing for public sector planning agencies. **Ms. Mullay will review housing and legislative regulations required for new development and work with other staff members to process development applications and assist with housing issues.**

Relevant Experience/Projects:

- *Senior Planner – City of Clayton, CA*
- *Senior Housing/Analys/Senior Planner – City of Irvine, CA*
- *Senior Planner– Town of Colma, CA*

Emma Goldsmith (Associate Planner)

About: Ms. Goldsmith is an experienced Planner who is well-versed in preparing regional transportation and housing plans. She excels at synthesizing information from reports, case studies, and local/state/federal laws. Through her five years of experience in the planning industry, Ms. Goldsmith has developed a deep knowledgebase surrounding city planning documents such as general plans and zoning codes—while gaining familiarity with regional planning documents that include Regional Transportation Plans (RTP) and the Regional Housing Needs Allocation (RHNA) process. Additionally, her understanding of state and federal planning laws that include the California Environmental Quality Act (CEQA), SB-743, the National Environmental Policy Act (NEPA) and the Infrastructure Investment and Jobs Act (IIJA) is a tremendous asset to CSG and our clients. **Ms. Goldsmith will conduct site visits, consistency and compatibility with the City General Plan, City guidelines, policies, development standards, ordinances and regulations, review and prepare technical analysis, create documents, and any required tasks as needed.**

Relevant Experience/Projects:

- *Associate Planner – City of San Carlos, CA*
- *Associate Planner – Town of Colma, CA*
- *Assistant Planner – City of Sonora, CA*
- *Associate Planner/Assistant Planner – Stanislaus Council of Governments – Modesto, CA*

Glenn Lajoie, AICP (Principal, Director of Environmental Planning)

About: Mr. Lajoie has over 35 years of experience in the environmental planning profession. Mr. Lajoie's diverse background includes a wide range of CEQA/ NEPA compliance studies, including policy, development, and infrastructure projects. He has served in various roles on projects, including Project Director, Project Manager, Quality Control, and lead for navigating complex regulatory processes. Mr. Lajoie has an extensive background with agencies throughout California. The geographic context is wide ranging including: resort and destination projects in the Town of Mammoth Lakes; numerous infrastructure and desalination project reviews in the Community of Cambria; downtown high rise and mixed-use proposals in Long Beach; city center and neighborhood revitalization opportunities in Lancaster; buildout of the City's Business Park Master Plan in Cypress; over two million square feet of expansion for

the Raytheon Corporate facility in El Segundo; campus modernization and enhancement projects in the University of California, Riverside; the master plan update for the Hotel del Coronado; and the 2035 General Plan Update for Buena Park. **Mr. Lajoie will provide senior management for the provision of environmental services.**

Relevant Experience/Projects:

- *Janss Marketplace Hotel EIR – City of Thousand Oaks, CA (Project Director)*
- *1890 South Coast Highway Mixed-Use Redevelopment Project IS/MND – Laguna Beach, CA (Project Director)*
- *ARCO Commercial Center and Car Wash Project – Plymouth, CA (Project Director)*

Liza Debies (Senior Environmental Planner)

About: With a focus in the Bay Area, Ms. Debies has 10 years of experience in managing the preparation of CEQA and NEPA documents, including EIRs, IS/MNDs, Addenda, Environmental Assessments (EAs), and Categorical Exemptions and Categorical Exclusions. She has completed CEQA and/or NEPA documentation for public infrastructure, materials recovery facilities (MRFs), mixed-use developments, residential, commercial, retail, transportation, industrial, recreational, and institutional projects. She has expertise in aesthetics, land use and planning and land use compatibility, transportation and circulation, utilities and services systems, and alternatives analysis, as well as in evaluating large public infrastructure projects. **Ms. Debies will review environmental analysis documents and provide senior management.**

Relevant Experience/Projects:

- *Palos Verdes Estates 2021-2029 Housing Element Program 13 Rezoning Project IS/MND – City of Palos Verdes Estates, CA (Senior Project Manager)*
- *171 Ronan Avenue Project Exemption Documentation – City of Gilroy, CA (Senior Project Manager)*
- *Mixed-Use Special District Project Supplemental EIR – City of Walnut Creek, CA (Senior Project Manager)*
- *2023-2031 (6th Cycle) Housing Element Update Program EIR – Pleasanton, CA (Senior Project Manager)*

Kelli Allen (Associate Environmental Planner)

About: Ms. Allen serves as an Associate Environmental Planner for CSG Consultants with 2 years' experience in the environmental planning field. Ms. Allen has experience preparing EIRs, IS/NDs and MNDs, and safety elements. Ms. Allen recently assisted in the preparation of an IS/MND for a proposed gas station, car wash, and commercial project in the City of Plymouth, and an EIR for a proposed dual hotel and retail use in the City of Thousand Oaks and is currently preparing an IS/MND for a mixed-use redevelopment project in Laguna Beach. Ms. Allen has experience drafting presentations and communicating with public agencies and clients, and writing administrative CEQA documents, including Project Descriptions, Notices of Availability, Preparation, and Determination, and OPR summary documents. **Ms. Allen will prepare environmental review documents and provide project management support.**

Relevant Experience/Projects:

- *Janss Marketplace Hotel EIR – City of Thousand Oaks, CA (Lead Analyst)*
- *1890 South Coast Highway, Mixed-Use Redevelopment Project IS/MND – City of Laguna Beach, CA (Lead Analyst)*
- *ARCO Commercial Center and Car Wash Project – Plymouth, CA (Lead Analyst)*

Colby Gonzalez (Assistant Environmental Planner)

About: Colby Gonzalez has 2 years of professional experience in working with environmental documents, including EIRs, IS/MNDs, Addenda, and Categorical Exemptions. He has worked as a paralegal on CEQA and NEPA lawsuits for mixed-use projects, housing projects, industrial manufacturing projects, and warehouse projects. He also has experience with Clean Water Act. **Mr. Gonzalez will prepare environmental review documents and provide project management support.**

Relevant Experience/Projects:

- *171 Ronan Avenue Project Exemption Documentation – City of Gilroy, CA (Lead Analyst)*
- *Janss Marketplace Specific Plan Project Environmental Documentation) – City of Thousand Oaks, CA (Lead Analyst)*
- *Pritchard Field Improvement Project Environmental Assessment – City of Bell, CA (Lead Analyst)*
- *Iron Planet Auction IS/MND Peer Review – County of San Bernardino, CA (Reviewer)*

11.1.4: TEAM MEMBERS

4.2: CURRENT PLANNING DEVELOPMENT REVIEW

Team Members: *Emma Goldsmith, Bryan Albini, Don Rust*

4.3: LONG-RANGE PLANNING POLICY & STRATEGY

Team Members: *Bryan Albini, Amy Mullay, Don Rust*

4.4: HISTORIC PRESERVATION

Team Members: *Bryan Albini, Don Rust, Emma Goldsmith*

4.6: ENVIRONMENTAL REVIEW

Team Members: *Glenn Lajoie, Liza Debies, Kelli Allen, Colby Gonzalez*

4.7: HOUSING PROGRAMS & POLICIES

Team Members: *Amy Mullay*

4.9: RAPID RESPONSE SERVICES

Team Members: *Nick Bateman, Don Rust*

11.2: APPROACH

PLANNING SERVICES OVERVIEW

CSG views every assignment and project as a way to build long-lasting, meaningful working relationships with our clients. We always seek to excel in maintaining a clear line of communication with every client, stakeholder, agency, decisionmaker and project team members to ensure assignments and projects are achieving and exceeding expectations. We work with positive attitudes, focused on teamwork, and have a shared determination in exhibiting professionalism in everything we do. Our mission is to consistently meet or exceed our client's expectations in a responsible and efficient manner.

At CSG, we act as project managers in most of our efforts, but we are first and foremost planners. Our goal is to always perform as a "partner planner" for our clients, providing additional support and services to existing agency staff members. CSG's project managers bring decades of project management experience, implementing best practices, while delivering work products on time and within budget.

We believe that a comprehensive approach to project management includes attention to land use planning, economic feasibility, urban design, and the environment. Our project management philosophy is built upon the anticipation of, and preparation for, all issues that may arise throughout the project process. By constantly considering and developing the appropriate process and plan to address political, environmental, social, and design challenges/opportunities, we can better serve the City while delivering the highest quality product. Our management team of senior professionals will work in close partnership with City staff to ensure continuous coordination of our proposed services. They will assist the City in determining planning and environmental review requirements with support from additional CSG planners and technical staff that allow our team to provide a wide range of services in a cost-effective manner.

APPROACH TO WORK - PLANNING

CSG's approach to current and long-range planning is to "dig in" and become familiar with the City's General Plan, Zoning Code, other development process resources, ongoing projects, and development trends so that we may best assist the City. Our approach includes:

Analyzing a project's compliance with the City's plans, policies, and regulations. Our staff is familiar with conducting plan checks and design review; historic review, evaluating Tentative Maps, development permits, conditional use permits, and other permits; and conducting General Plan and zoning amendments;

- *Reviewing and processing both ministerial and discretionary applications;*
- *Researching, compiling, and analyzing social, economic, environmental and associated data;*
- *Preparing the necessary long-range planning documents and amendments;*
- *Meeting with developers, their consultants and other project proponents, such as property owners and other interested groups, for any project. We recognize that these are important groups and individuals to any project; and*
- *Providing public counter services, including but not limited to, answering general questions and processing Zoning Clearances, Accessory Dwelling Unit Zone Clearances, Temporary Use Permits, Home Occupation Permits, and/or Short-Term Rentals permits.*

Members of our staff are currently actively working in a variety of methods both hybrid and in agency offices, holding regular office hours, and answering public inquiries by email, mail, or telephone, whichever schedule the client wishes. Our staff are available to attend community meetings and present at public hearings; prepare staff reports, resolutions, ordinances; and prepare in-person and/or electronic presentations.

CSG staff also has knowledge and experience in providing affordable housing support, preparing and administering grants, preparing parking studies, performing fiscal and economic analyses, as well as providing Geographic Information System (GIS) assistance.

CURRENT PLANNING DEVELOPMENT REVIEW (4.2)

CSG offers staff well versed in project management tasks related to current planning—including, but not limited to:

- *Decision Letters*
- *Staff Reports*
- *Visual/Spatial Analyses & Urban Design*
- *Maps/Subdivision Maps*
- *Architectural & Design Reviews*
- *General Plan/Comprehensive Plan Amendments*
- *Ordinances & Resolutions*
- *Records of Land Use Action*
- *Conditions of Approval*
- *Development Agreements*

In addition to CSG's technical expertise, our staff thrive in environments where we can interact with the public, design professionals, and applicants during the processing of Planning applications (remotely or at City facilities). Our team can be a trusted partner for the City, helping to coordinate the implementation of development applications during construction, tracking condition compliance to ensure continued conformance to approval conditions, and mitigation measures/coordinates, as well as providing assistance with plan reviews and site inspections. We can work alongside the City in a project-specific or contract-staffing capacity, depending on the City's needs.

CURRENT PLANNING

CSG's Planning team provides contract staff support, entitlement services and project management for a variety of types of projects. We excel at interfacing with public agencies and elected officials, tackling a wide range of current planning issues, and serving as case planners, applicant liaisons, or even assisting the public at the counter. Our staff planners perform daily planning activities, such as (but not limited to): zoning review and compliance, project entitlement services, Subdivision Map Act compliance, site plan review and design review, plan check, construction inspection services based on approved plans and conditions of approval, and other services as needed. Our planning staff also serve as an extension of city or City staff in several jurisdictions, preparing staff reports, ordinances, resolutions, and making presentations to Zoning Hearing Administrators, Design Review Boards, Planning Commissions, City Councils or Boards of Supervisors.

LONG-RANGE PLANNING & POLICY STRATEGIES (4.3)

CSG offers staff well versed in project management tasks related to long-range planning and policy development—including, but not limited to:

- *Preparation of Staff Reports*
- *Presentations at Public Hearings and/or Community Meetings*
- *General Plan/Plan Amendments*
- *Zoning Code Development & Amendments*
- *Area Plans*
- *Urban Design*
- *Research, Analysis, & Implementation of State Law & Regional Initiatives*
- *Ordinance & Resolution Preparation*
- *Ordinance Implementation*
- *Visual Spatial Analyses*
- *Urban Design & Policy Development*
- *Annexation Applications*
- *Local Agency Formation Commission-related items (i.e. Municipal Services Reviews)*

ADVANCED PLANNING

CSG's planners are well versed in the creation and management of long-range policy documents, and assist communities with visioning, goal setting and implementation, as well as project coordination for applicants and their consultant teams. Our team has prepared General Plans, Specific Plans as well as Community and Area Plans, Design Guidelines, Zoning Code updates, and Economic Development Plans.

HISTORIC PRESERVATION (4.4)

CSG offers in-house staff with demonstrated experience pertaining to historic resources evaluations and historic preservation services. Their experience includes, but is not limited to, State of California Department Parks and Recreation 523 Forms, Historic Resource Evaluations, the Mills Act, and Secretary of Interior's Standards for the Treatment of Historic Properties. Depending on the nature of the work on a project basis, where needed, CSG will engage a Historic Preservation Architectural firm to assist in completing required analysis, recommendations, and conclusions.

ENVIRONMENTAL REVIEW (4.6)

CSG has the environmental staff resources to manage and prepare clear, concise, and legally defensible environmental documents under CEQA and NEPA for projects of all types, including development, infrastructure improvements, and policy adoption documents, such as General Plans and Specific Plans. CSG will serve as an extension of City staff to ensure that the entire environmental review process is conducted in a comprehensive manner. CSG will consider recent legislation, court decisions pertaining to CEQA and NEPA and agency requirements. Our objective is to provide premium services to our clients, along with highly accurate technical documentation and impact determinations. Our approach entails an efficient process to ensure that studies are comprehensive, objective, technically accurate, and complete, while maintaining a focus on the schedule established for the review. Our approach includes consistent and regular interaction and communication between staff, our team and other interested/responsible governmental agencies and parties, as appropriate, allowing for frequent exchange of information without loss of time or resources.

Our range of types of CEQA studies includes Categorical Exemptions, Initial Studies, Negative Declarations, Mitigated Negative Declarations, Project/Program/Focused/Supplemental/Subsequent Environmental Impact reports (EIR's), Addenda to previously prepared environmental documents, consistency checklists, as well as mitigation monitoring programs. We can assist the City with recommendations and scoping for the appropriate CEQA and NEPA documentation and, should an EIR be the determined clearance, CSG can lead the preparation of response to comments and any required findings of facts/statement of overriding considerations. We are also ready to assist the City with project stakeholder coordination, filing of public notices, participation in public hearings and complete project management services throughout the environmental review process.

APPROACH TO ENVIRONMENTAL PLANNING

CSG planners are environmental stewards for our natural and built environments. CSG's approach to any environmental documentation is to understand and analyze each project based on the environmental issues that are pertinent to a project. CSG's approach to environmental documentation emphasizes technically solid, impartial analysis, and active management to keep projects on schedule and within budget. We pride ourselves on our ability to turn products around quickly and effectively without sacrificing quality and accuracy.

CSG recognizes that future City projects, depending on their type, size and issues of concern, may require different approaches to environmental review. A work program will be initiated following the completion and confirmation of the Project Description. As directed by the City, CSG can then proceed with the preparation of an Initial Study pursuant to Appendix G of the CEQA Guidelines. The Initial Study will provide a screening and threshold review for each topical area to confirm and proceed with the appropriate CEQA clearance review.

Additionally, and more specifically, we embrace the following steps in the review process:

- *Establish a communications protocol and technical leads, including subconsultants and other key team members to ensure project critical information is efficiently and accurately conveyed across the team.*
- *Ensure roles/responsibilities are clear for efficient management of assignments and quality control of services and deliverables.*

- *Agree on initial project schedule and budget and a protocol for updating status during project phases.*
- *Determine key project description details with the City early to facilitate accurate and consistent reviews and analysis.*
- *Verify that the technical approach/scope of services, as conveyed in the proposal, meets City's expectations following completion of the Project Description.*
- *Collaborate upfront with the City on standard templates for project deliverables, including peer review technical memoranda and CEQA document components.*

Communications and Techniques: Our management style includes consistent and regular interaction and communications between staff, the CSG team, and other interested/responsible governmental agencies and parties, as appropriate, allowing for frequent exchange of information without loss of time or resources. If we encounter a constraint or challenge, we will immediately notify the City and provide short and/or long-term solutions for any difficulties we encounter. We pride ourselves on our ability to turn products around quickly and effectively without sacrificing quality and accuracy.

Developing Project Descriptions and Context: We understand the importance of confirming the Project Description as early in the process as possible to ensure consistency between technical documents and avoid the need to redo analyses. CSG can assist City staff in determining the information required to proceed with the environmental review. We also have proven strategies to move forward with environmental review when there are unknowns, or a project design requires flexibility.

Conducting Preliminary Environmental Compliance Review: As part of scoping, we complete a comprehensive review of a project to determine whether it is exempt from environmental review or a candidate for streamlined review. Our understanding is there may be residential development projects, stemming from the adoption of the 2023-2031 (6th Cycle) Housing Element. There is an opportunity to streamline the environmental review of such projects utilizing Public Resources Code CEQA Guidelines Section 15183, which allows for a streamlined review if a project is consistent with the development density established by existing zoning, community, or general plan polices for which and EIR was certified. Additionally, upon initial review of the 6th Cycle Housing Element, there are several sites under 5 acres that may qualify for under CEQA Guidelines Section 15332, which provides exemptions under CEQA for projects characterized as infill development and that meet specific criteria. CSG is familiar with all 33 Categorical Exemptions and is available to meet City staff to discuss specific projects and to confirm whether any exemptions would apply. We can prepare the required documentation to demonstrate why such activities would be exempt from CEQA in the form of a memoranda which explains why no possible exceptions exist which could preclude the use of a Categorical Exemption for a project.

Preparing Initial Studies: If it is determined that a project requires additional environmental review, CSG could then proceed with the preparation of an Initial Study pursuant to Appendix G of the CEQA Guidelines. The Initial Study provides a screening and threshold review for each topical area to confirm the appropriate CEQA clearance. An Initial Study is the common supporting review documentation for a (mitigated) negative declaration determination. In certain circumstances, we know that a project will result in significant impacts, requiring the preparation of an EIR. In these cases, to save time and reduce costs, we may recommend the preparation of an EIR without an Initial Study. However, even in the case where an EIR will be required, it may be beneficial to prepare an Initial Study to help focus the EIR on the potentially significant impacts. CSG can assist the City in making this determination on a project-by-project basis.

Preparing EIRs: When there is substantial evidence that a proposed project or action may result in potentially significant impacts on the environment, CSG possesses the technical capabilities and expertise to assist our agency clients in preparing an EIR, including, but not limited to:

- *Defining the project description,*
- *Identifying stakeholders and affected agencies,*
- *Maintaining the administrative record,*
- *Preparing and distributing the notice of preparation for a 30-day review,*
- *Conducting a scoping meeting,*
- *Preparing supporting technical reports and Administrative Draft EIR for internal review,*
- *Preparing and circulating the Public Review Draft EIR for a 45-day review period,*
- *Drafting responses to comments,*
- *Preparing the Final EIR and Mitigation Monitoring and Reporting Program,*

- *Preparing Findings of Facts, and, as necessary, preparing a Statement of Overriding Considerations to support a lead agency's final decision on a project,*
- *Attending public hearings, and*
- *And preparing and filing required notices.*

Public Input Process and Dissemination of Information: Given our unique background providing comprehensive municipal services, we have ample experience interfacing with the public and have a deep understanding of the public input process and challenges that can arise. CSG can collaborate with the City in preparing community outreach plans that include ongoing public engagement opportunities, and we can attend public hearings and meetings to address questions on the City's behalf and/or present our conclusions to the decision-making body.

Ensuring Compliance with Processing and Legal Requirements: The CSG team has prepared CEQA documentation for controversial projects, and we have an exemplary record of legal defensibility for the documentation we prepare. We understand that housing projects in particular can be controversial, and we have experience addressing community concerns in this regard, including responding to public comment as part of the CEQA public review process. Our documents contain thorough environmental analysis and provide clear documentation for all research contacts and data sources, which reduces the potential for successful legal challenges; we can also assist the City in preparing the administrative record. We keep abreast of regulatory updates and court decisions, which are then incorporated into our environmental analysis, as appropriate.

Quality Assurance/Quality Control: CSG is committed to providing high quality documentation that engenders client satisfaction, meets the needs of the project, and withstands legal scrutiny. Therefore, a critical part of our delivery of technically sound and legally defensible documents includes conducting in-house QA/QC reviews concurrently with the preparation of documents. Our approach to providing quality, technically sound, and legally defensible reports includes the following steps: we assign staff members who have the appropriate technical expertise to complete the work; upon completion of the first internal draft of a document, it is reviewed by the project manager for consistency with the project description, compliance with the approved scope of work, and technical accuracy. Once the work product has been revised and updated to the satisfaction of the project manager, it is sent to our Publications Specialist for review of grammar, proper nomenclature, references, and methodologic consistency. The last step before the document is submitted to the City is a thorough and complete word processing review that produces a correctly formatted document, with accurate references to tables, exhibits, appendices, and the table of contents. Only then is a document submitted to the City for review.

Adherence to Budget and Schedules: CSG will meet with City staff during the project initiation phase to determine an initial schedule and protocol for updating status during project phases. Our Environmental Planning team meets weekly to discuss the status of projects and utilizes Smartsheets for project management. Once a project is underway, we recommend scheduling regular status meetings with City staff. This ensures challenges and constraints are discussed as soon as they come up, and the CSG team can recommend short and/or long-term solutions to keep a project moving forward.

Prior to the start of a project, CSG will consult with City staff to determine the scope of the project. This includes a thorough review of the project application to ensure compliance with city requirements and researching whether previous environmental analysis has been completed for a project site to determine if any streamlining is available, as described in more detail above. Determining the appropriate level of environmental review early in the process helps reduce costs, as it avoids needless environmental review. CSG will also work with City staff to confirm the Project Description prior to the initiation of technical studies and the environmental analysis. This includes determining the exact location and boundaries of the components, facilities, and associated infrastructure for a project. Once the Project Description has been confirmed and is stable/set to go, CSG will provide the approved Project Description to all staff and subconsultants working on a project. This ensures consistency between technical analyses and reduces the costs associated with redoing work. We utilize Deltek Vantagepoint to monitor project budgets, which provides daily and weekly budget tracking to ensure budget adherence. Prior to initiating out of scope tasks, we will consult with the City and ensure there is an agreed upon augmentation of services that lays out the additional tasks and associated costs.

HOUSING PROGRAM & POLICIES (4.7)

CSG can work in concert with the City to provide technical assistance and consultation in regard to utilization of housing program funds—including, but not limited to:

- *Program Compliance*
- *Feasibility Analysis of New Programs & Funding*
- *Assisting Staff in Development of Policies & Procedures*
- *Training City Staff*
- *Assisting City Staff with General Program Questions*
- *Assisting City Staff with Projects or Reporting of CDBG, ESG, HOME or any new programs*
- *Expediting and Streamlining the Housing Permit Process via Process Improvements*
- *Pre-Approved Designs and Plans for ADU's*
- *Additional Planning and/or Outreach Actions to Accelerate Housing Production*

AFFORDABLE HOUSING PROGRAMS

Our staff have a wealth of knowledge surrounding housing consultation, implementation, administration, and monitoring of affordable housing programs and policies. Some of CSG's expertise as it relates to affordable housing programs includes, but is not limited to:

- *Developing housing policies and programs for Housing Element cycle updates.*
- *Facilitation of affordable housing obligations, policies, and programs.*
- *Management of portfolios of affordable housing properties to ensure compliance.*
- *Technical assistance and guidance to property managers, leasing agents, internal staff, stakeholders, non-profit organizations, and property owners regarding local, state, federal, and statutory affordable housing program interpretation, regulations, processes, standards, and directives.*
- *Creating and maintaining affordable housing databases, resource materials, and training guidelines for internal use, developers, property managers, and the public.*
- *Analyzing, reviewing, and revising affordable housing plans and regulatory agreements for entitlement for muti-family and/or 100% affordable residential projects to ensure successful outcomes and compliance with applicable laws, rules, guidelines, and procedures.*
- *Developing, analyzing, and implementing innovative programs to promote affordable housing which address a broad range of housing needs and income levels, including rehabilitation, development incentives, homebuyers' assistance, and special needs to assist housing initiatives and compliance with housing laws.*
- *Ensuring proper implementation and compliance for Inclusionary Housing Ordinance obligations, Housing Element programs, Fair Housing Law, and developer incentive programs.*
- *Presenting housing programs, policies, projects, initiatives, and procedures to the City Council, and other government commissions and committees.*
- *Manage customer service regarding affordable housing inquiries via telephone and email.*

UPDATE OF AFFORDABLE INCOMES & RENTS

CSG staff has the experience and expertise to prepare annual updated income and rent limits, pursuant to the U.S. Department of Housing and Urban Development (HUD) and the State Department of Housing and Community Development (HCD) income limits. Additionally, CSG staff can prepare memorandums and supporting tables that show income and gross rent limits as they relate to each project.

FUTURE AFFORDABLE HOUSING DEVELOPMENT PROPOSALS

As needed, CSG can assist with financial feasibility analysis and development negotiations for future development proposals.

MAXIMUM RESALES PRICE OF INCLUSIONARY UNITS

To determine maximum resales price of inclusionary units, CSG staff will calculate the resale price of inclusionary "for sale" units when a homeowner of an existing unit proposes to sell. In order to complete these calculations, CSG requests the City provide relevant Regulatory Agreements, original purchase date, and original purchase price by the current homeowner.

FUTURE MISCELLANEOUS ECONOMIC STUDIES

As requested, CSG will assist with various economic studies when the need arises.

RAPID RESPONSE SERVICES (4.9)

When time is of the essence, CSG can provide prompt emergency response services as directed by the City. This could include fast-tracking permits for critical projects in response to an emergency or urgent public need, but also encompasses planning and coordinating a way forward in the aftermath of natural disasters or crises. When faced with these crises, we share a common goal of rebuilding communities to be stronger, more vibrant, and more resilient than before. CSG can work alongside the City to prepare amendments to the City's Municipal Code to facilitate the rebuilding and expedited review and processing of Planning and construction permits.

For the **Town of Paradise** in its recovery efforts from the Paradise Camp Fire since 2020, CSG has provided staffing to the Town. With compassionate guidance to fire victims who have been rebuilding their residences and commercial businesses, CSG has assisted its residents. Additionally, CSG has provided project management for simple and complex entitlement applications, from the vital recreational vehicle temporary use permit program, put in place after the fire, to large affordable housing developments. CSG has also provided the Town's in-house CEQA expert, authoring initial studies and ISMNDs as needed. CSG also secured grant funding for an array of important projects including the Town's Housing and Safety General Plan Elements, mastered residential building plans for community use, and a complex records digitization project.

Since 2018, the **City of Malibu** has been in the recovery and rebuild process from the Woosley Fire. The City of Malibu utilizes full-time staff for fire rebuild efforts, with contract planners addressing the backlog of applications, not effected by fire. CSG has been providing contract Planning Services to the City Malibu since 2022. Since the Woosley fire, the City has experienced two new fires, the Franklin and Palisades Fires. With the two new fires, and establishment of the fire recovery center staffed with full-time Malibu planners, CSG contract planners are assisting with the remaining Woosley Fire rebuild applications, and continues with the processing of ongoing planning applications which include Coastal Development Permits, Site Plan Reviews and Variances. CSG contract planners work collaboratively with the Malibu planning team, understanding all code changes relevant to fire recovery efforts, and other City relevant code changes. Because of these efforts, CSG consultants are a seamless extension of staff.

11.2.2: LEVEL OF EFFORT LETTER

CSG has provided hourly rates for staff who would be involved with this work in Section 11.5 (Pricing Proposal). The cost for services is highly dependent on the service and project-specific information. CSG's scope of work and proposed costs will depend on the nature of a specific project and level of technical review that is required.

11.3: REFERENCES

Our track record of success with our clients is outstanding, and we encourage you to contact our references. The following is a partial list of references for which CSG has provided planning and/or environmental services.

Town of Paradise
Susan Hartman
Community Development Director
5555 Skyway
Paradise, CA 95969
(530) 872-6291 (ext. 424)
Shartman@townofparadise.com
Planning Services
2020-Ongoing

City of Malibu
Tyler Eaton
Principal Planner
23825 Stuart Ranch Road
Malibu, CA 90265-4861
(310) 456-2489 x 273
TEaton@malibucity.org
On-Call Planning Services
2022-Ongoing

City of Mill Valley
Patrick Kelly
Planning and Building Director
26 Corte Madera Avenue
Mill Valley, California 94941
415.388.4039
pkelly@cityofmillvalley.org
On-Call Planning Services
2022-Ongoing

City of Thousand Oaks
Scott Kolwitz
Interim Planning Manager
2100 Thousand Oaks Boulevard
Thousand Oaks, California 91362
805.449.2319
SKolwitz@toaks.org
Staff Augmentation and Environmental Review Services
2021-Ongoing

City of Pinole
Lily Whalen
Community Development Director
2131 Pear Street
Pinole, California 94564
510.724.9832
lwhalen@ci.pinole.ca.us
Staff Augmentation and Environmental Review Services
2024 - Ongoing

Town of Colma
Daniel Barros
City Manager
1198 El Camino Real
Colma, California 94404
650.997.8318
danielb@colma.ca.gov
On-Call Planning, Environmental, and Sustainability Program Management Services
2011-Ongoing

Town of Corte Madera
Amy Lyle
Community Development Director
240 Tamal Vista Blvd., Suite 110
Corte Madera, California 94925
415.927.5060
alyle@cortemadera.gov
On-Call Planning Services
2022-2024

11.4: RESUMES

CSG has provided resumes for key staff on the following pages, per the City's request.

Ethan Edwards, AICP

VICE PRESIDENT OF PLANNING SERVICES

Mr. Edwards currently serves as the Vice President of Planning Services at CSG Consultants. In this role, he leverages over 25 years of progressively responsible experience in land use planning and management across Orange and Los Angeles Counties, Northern California, and Oregon. His expertise encompasses current and advanced planning, design review, coastal development review, CEQA compliance, project and staff management, and professional practice development. Before joining CSG, Mr. Edwards held planning positions in both the public and private sectors, including leadership roles as Community Development Director, Planning Manager, and Principal Planner.

Education

Bachelor of Science, Urban and Regional Planning
California Polytechnic State University,
Pomona, California

Masters Coursework, Public Policy & Administration, California State University, Long Beach, California

Professional Affiliations

American Planning Association (APA)

- *Orange County Chapter*
- *Los Angeles Chapter*
- *Northern Chapter*
- *Central Chapter*

American Institute of Certified Planners (AICP)

International City/County Management Association

Association of Environmental Professionals (AEP)

CSG Relevant Experience

Acting Community Development Director/Planning Manager | City of Carson, CA. As Acting Planning Manager and Community Development Director for the City of Carson, Mr. Edwards oversaw the Planning Department, including CSG staff, and managed project scheduling, budgeting, and agenda preparation. He also participated in public hearings, managed the City's on-call environmental and design consultants, and provided strategic direction for the comprehensive General Plan Update.

Principal Planner | City of El Segundo, CA. In his role as a contract Principal Planner, Mr. Edwards managed complex discretionary and administrative permits, including Development Agreement negotiations and environmental impact report management. He also prepared agendas, reviewed and authored reports, and delivered presentations to elected officials, commissions, and community groups.

Relevant Previous Experience

Planner | City of Huntington Beach, CA. At the City of Huntington Beach, Mr. Edwards managed discretionary and administrative permits, mentored staff, prepared and reviewed agendas and reports, and interpreted zoning regulations as the Zoning Administrator Liaison. He also supervised environmental consultants and developed strategies for streamlining permit processing and enhancing customer service.

Planning Manager | Baysinger Partners Architecture, Portland, OR. As Planning Manager at Baysinger Partners Architecture, Mr. Edwards supervised the planning and entitlement division, managed staff priorities and the department budget, and handled public and private development project applications. He also provided contract Planning Director services, coordinated with consultants and provided project management and professional practice development.

Planner | City of Beaverton, OR. Mr. Edwards managed current planning projects, assisted with design review code revisions, and delivered presentations to elected officials, commissions, and community groups. He also served as the City staff liaison for an inter-jurisdictional commuter rail project and committee.

Associate Planner | City of Santa Monica, CA. While at the City of Santa Monica, Mr. Edwards presented to the zoning administrator, planning commission, and architectural review board. He also prepared reports for various entitlement projects and provided customer service assistance to the public.

Lorraine Weiss

PRINCIPAL PLANNER II

Lorraine Weiss serves as a Principal Planner for CSG Consultants and provides planning assistance to our public agency clients using her knowledge of land use entitlements, development processes, CEQA, public engagement, and policy analysis for municipalities. Ms. Weiss is a land use planner with over 30 years of experience, has well-developed communication, organizational, and project management skills, and is passionate about contributing to creating a sense of place through community input and quality design.

Education

Bachelor of Science, Urban and Regional Planning,
California Polytechnic State University,
Pomona, California

UC Extension (Landscape Architecture Courses)

CEQA Update & Land Use Law Courses

Certificate in Urban Design,
San Francisco Center for Architecture & Urban Studies

Professional Affiliations

American Planning Association (APA)

Association of Environmental Professionals (AEP)

Relevant Project Experience

Lorraine Weiss Design & Development Review | San Francisco Bay Area, CA. Ms. Weiss provided project management services for a variety of development and redevelopment projects (residential, multi-family residential, commercial office and retail, mixed-use, industrial, educational, and institutional) for private and public sectors in the San Francisco Bay Area. She was also responsible for entitlement processing, project management of entire project life cycles, management and preparation of environmental documents in accordance with CEQA, as well as a variety of municipal code amendments. She also:

- Conducted site analyses, design reviews, environmental reviews, regulatory reviews and analyses, and prepared recommendations on complex land use development projects, adhering to fiscal and timeline constraints.
- Performed ordinance and resolution preparation for a variety of zoning text modifications and special projects.

Ms. Weiss has provided planning consulting services to various Bay Area jurisdictions including: Town of Belvedere, Town of Corte Madera, City of Daly City, City of Larkspur, City of Menlo Park, City of Mill Valley, Town of Moraga, City of Mountain View, City of Palo Alto, City of Redwood City, Town of San Anselmo, City of San Mateo, City of San Rafael, City of Sausalito, and City of Walnut Creek.

Director of Planning & Building/Environmental Services Manager | Town of Corte Madera, CA. Ms. Weiss managed and supervised the activities, operations, and budget ($1 million) of the Planning and Building Divisions of the Environmental Services Department, a six-person team. She was responsible for developing strong cross-functional partnerships to support problem solving and collaboration among department managers to foster the goals and objectives of the Town. Ms. Weiss established strong working relationships with civic committees, residents, merchants, and shopping center management. She also:

Organized, facilitated, and coordinated all activities of the 2008 General Plan Update

- Managed the Town's ADA Transition Plan and Self-Evaluation
- Served as liaison to the Town Center Shopping Center

Planner & Staff Liaison to the Architectural Review Board | City of Palo Alto, CA. Ms. Weiss managed major development projects along University Avenue, Stanford Shopping Center, Stanford Medical Center, Stanford Research Park, and Stanford University; prepared environmental documents; and presented cases to the Architectural Review Board, Historic Resources Board, Planning Commission, and City Council. Ms. Weiss also:

- Created project zoning tracking checklists
- Managed and created "Development Permit Guide for Multiple-Family Residential and Commercial Development"
- Improved processing time of planning applications through process improvement and created City department standard conditions of approval.

Donald Rust

PRINCIPAL PLANNER

To his role as Principal Planner for CSG Consultants, Mr. Rust brings expertise gained from over 45 years of municipal experience. His wide range of skills includes establishing working relationships with the City/County Council, Planning and Historic Commissions, as well as neighborhood groups. He possesses strong development coordination and project management skills. He also has a practical background in California planning, zoning and environmental laws.

Education

Bachelor of Arts Degree, Public Administration, California State University San Bernardino, San Bernardino, CA

Associated of Sciences, Engineering Technology, San Bernardino Valley College, San Bernardino, CA

Land Use & Environmental Planning, University of California, Riverside, Riverside, CA

Relevant Project Experience

Public Works Agency – Director County of Glenn, CA. Mr. Rust provided management, supervision and direction regarding the functions, activities, and programs of the divisions which includes: airports, engineering, flood control, roads & bridges, solid waste and surveying; appeared before the Board of Supervisors, Willows and Orland City Councils, Glenn County planning commission, and various community groups; ensured compliance with applicable laws, regulations and ordinances; and the coordination of all departmental activities within Glenn County.

Planning & Community Development Services Agency – Director County of Glenn, CA. Mr. Rust provided management, supervision and direction regarding the functions, activities, and programs of the agency which includes: building and permit services, building and safety, code enforcement, GIS services, economic and community development, business assistance, environmental health, planning and water resources departments; appear before the Board of Supervisors, Willows and Orland City Councils, Planning Commission, and various community groups; ensuring compliance with applicable laws, regulations and ordinances; and the coordination of all agency activities within the County.

City Administrator | City of Oroville, CA. Mr. Rust provided management, supervision and direction regarding the functions, activities, and programs for the City of Oroville, which includes: the duties as the City Clerk, Executive Director of the Supplemental Benefit Funds and other duties and responsibilities associated with the City Administrator's position.

Community Development & Public Works Director | City of Oroville, CA. As a Public Works Director, Mr. Rust provided management, supervision and direction regarding the functions, activities, and programs of the departments which includes: building and permit services, code enforcement, economic development, engineering, park and trees, planning and public works departments; appeared before the City Council, Planning Commission, Park Commission, Arts Commission and various community groups; ensuring compliance with applicable laws, regulations and ordinances; and the coordination of all departmental activities throughout the City.

Planning & Development Services Director | City of Oroville, CA. In this position, Mr. Rust managed and directed the functions, activities, and programs of the department which includes: building and permit services, code enforcement, economic development, and planning divisions; providing direction and supervision to division managers, technicians, and clerical personnel; routinely appear before City Council, Planning Commission and various committees; ensuring compliance with applicable laws, regulations and ordinances; and the coordination of the building, code enforcement, economic development, and planning division activities throughout the City. He worked with the Business Assistance & Housing Department providing environmental and construction administration and expertise regarding all housing projects.

Principal Planner |County of Yolo, CA. Mr. Rust performed complex planning work involving new commercial, industrial and residential projects, specifically including: the supervision of associate planners and various staff members in the completion of advanced and current planning work to ensure compliance with Federal, State and local laws, policies, regulations and ordinances. He routinely appeared before legislative bodies, advisory committees and public meetings. He acted as the Project Manager for the Climate Action Plan as well as the Project Manager for the automation of the Planning & Public Works Department permit processing (CRW's Trak-IT system). I drafted land use regulations including County Ordinances and Development Codes.

Senior Planner |County of San Bernardino, CA. Mr. Rust managed a large caseload of Current Planning work involving new commercial, industrial and residential projects. My duties routinely included: appearing before legislative bodies, advisory committees and public meetings; acted as project leader (assigned, directed and reviewed the work of others); determined immediate and long-range impacts of proposed development projects; drafted land use regulations and amendments to existing County Ordinances and the Development Codes; and acted as Project Manager for the automation of the Current & Advanced Planning Divisions permit processing (implementation of the Accela's Permits' Plus software).

Senior Project Coordinator | County of San Bernardino, CA. Mr. Rust was responsible for the daily activities of the Property Management Group of the Flood Control Operations Division, including project leader of engineering technicians regarding field inspections; lead technician of Confined Space Video Crew; coordinated with the State of California, Department of Water Resources - Division of Safety of Dams regarding the certification of the thirteen dams within the jurisdiction, and the operations of the Seven Oaks Dam; coordinated activities Federal Emergency Management Agency (FEMA) and the State of California Operation of Emergency Services (OES) on disaster claims, which impacted the public works facilities; certified Local Inspector (Certification No. 99161) for FEMA; management of all annual permits, leases and license agreements; and project manager to automate the permit processing within the division (implementation of the Accela's Permits' Plus software).

Construction Inspector | County of San Bernardino, CA. As a Construction Inspector for the West Valley region of the County of San Bernardino, Ms. Rust's responsibilities included performing detailed inspections of roads, subdivisions, utility crossings and other related permit activities for the Transportation Permits Section as well as performing inspections of all construction activities within the Flood Control District's right-of-way.

Bryan Ruben Albini

SENIOR PLANNER

Mr. Albini serves as a Senior Planner for CSG Consultants. Mr. Albini has comprehensive knowledge of land use planning, development principles, and regulatory procedures. He has experience and compliance with CEQA, Subdivision Map Act, CA housing legislation, and local land use laws. Mr. Albini has a thorough understanding of project management duties and time management. He is skilled in using communication and design software. Mr. Albini is capable of exercising independent judgment and handling confidential information discreetly. He has exceptional organizational and analytical skills, keen attention to detail and adaptability. Mr. Albini has a proven ability to collaborate effectively with clients, colleagues, and other professionals in a high-pressure environment. He is competent in working within multidisciplinary teams.

Previous Relevant Project Experience

Senior Planner |CSG Consultants

Mr. Albini will be managing policy planning projects and programs within various jurisdictions. He will also plan, manage, and participate in the preparation of advanced planning projects and complex current development projects and present planning projects to various planning advisory committees, Planning Commissions, City Councils and prepare for and present at public hearings.

Sustainability Specialist III |Home for All San Mateo County, CA

- Educated the community on producing new housing across the 21 jurisdictions in San Mateo County.
- Developed policy resources and communication tools to promote innovative housing solutions at the local level.
- Managed the Home for All website redesign and continual maintenance.
- Track housing production and RHNA cycle requirements for local jurisdiction.
- Provided technical assistance on planning and land use issues for religious organization seeking to build affordable housing under SB4 (Yes in God's Backyard).
- Built partnerships among stakeholders to produce and preserve housing at all income levels.

Planner II | County of San Mateo Planning Department, Redwood City, CA

- Processed multiple staff and public hearing level land use entitlements and conducted CEQA reviews for projects, including use permits, parking exceptions, lot-line adjustments, minor subdivisions, and design reviews.
- Prepared public hearing level reports and presentations to community councils, Zoning Hearing Officer, Planning Commission, and Board of Supervisors. Presented before community councils, Zoning Hearing Officer, and Planning Commission.
- Participated in and facilitated breakout sessions for the North Fair Oaks Community Plan public workshops.
- Conducted GIS analysis for Cycle 5 Housing Element, site inventory, and public meeting facilitation.
- Reviewed building permits for the General Plan, Local Coastal Program, Zoning Regulations, conditions of approval, and mitigation compliance.

Education

B.S., Urban & Regional Planning (Urban Design Emphasis), California State Polytechnic University, Pomona

Sustainable Landscape Maintenance Certificate

Santa Ana Botanic Garden/Thomas Payne Foundation

Emerging Leadership Fellow, Leadership Council of San Mateo County

Recognition

San Mateo County Board of Supervisors – Commendation

Academic Award – "Arcadia City Center, Reinventing Place" Los Angeles Section American Planning Association

Session Speaker, Poster Winner – "The Gold Line and Boyle Heights, Avanzando" American Planning Association – National Conference

Outstanding Student Poster Award – "The Gold Line – A Thread in the Urban Fabric" American Planning Association – California Conference

Academic Projects of Significance

"Building Alternatives in Materials and Design" – Analysis of Sustainable Buildings

"Earth-Sheltered Construction" – Use of Subterranean Architecture

"Pasadena Green City Research Guide" – Compilation of Greening Strategies

"USGBC LEED – ND" Research/Analysis of LEED Pilot Program

"Conservation Design Guidelines for Mid-Level Residential" – Senior Thesis

"Building Alternatives in Materials and Design" – Analysis of Sustainable Buildings

Amy Mullay

SENIOR PLANNER

Ms. Mullay is a multi-faceted urban planner with more than 26 years of progressive experience in advanced and current planning. Through her experience, she has developed an expertise in implementation, administration, and monitoring of affordable housing programs and policies. She is a motivated collaborator with exceptional oral/written communication and organizational skills.

Education

Bachelor of Arts in Environmental Analysis & Design

Graduated Magna Cum Laude
University of California, Irvine
Irvine, CA

Associate of Arts
Orange Coast College, Costa Mesa, CA

Certifications

Tax Credit Specialist – National Center for Housing Management: ID# 2622675

Relevant Experience

Senior Housing Analyst/Senior Planner | City of Irvine, CA. For more than 20 years, Ms. Mullay was an integral part of the City of Irvine's planning staff—as a Senior Planner (2001-2005) and Senior Housing Analyst (2005-2023). Some of her notable duties and contributions include, but are not limited to:

- *Developed housing policies and programs as project manager for the 5th Housing Element cycle update.*
- *Facilitated and provided technical assistance for affordable housing obligations, policies/programs for the 6th Housing Element cycle.*
- *Managed, monitored, and maintained portfolio consisting of 50+ affordable housing properties to ensure compliance with local, state and federal programs through annual occupancy monitoring, tenant file audits, rent roll analysis, findings, and set-aside unit inspections.*
- *Provided technical assistance and guidance to property managers, leasing agents, internal staff, stakeholders, non-profit organizations, and property owners regarding local, state and federal and statutory affordable housing program interpretation, regulations, processes, standards and directives.*
- *Created and maintained affordable housing databases, resource materials and training guidelines for internal use, developers, property managers and the public.*
- *Analyzed, reviewed, and edited affordable housing plans and regulatory agreements for entitlement of 29+ multi-family and/or 100 percent affordable residential projects to ensure successful outcomes and compliance with federal, state and local laws, rules, guidelines and procedures.*
- *Co-authored existing Inclusionary Housing Ordinance and recent ongoing key updates increasing affordable housing requirements, deed restrictions, and preservation for compliance with housing element programs, as well as state and federal housing legislation.*
- *Coordinated and collaborated with numerous inter- and intra-department organizations to research, compile, and report 2013 through 2022 Housing Element Annual Progress Report housing development data and program status implementation.*
- *Managed a housing rehabilitation grant/loan program for 500+ residential properties throughout multiple neighborhoods.*
- *Analyzed, developed, and implemented innovative programs to promote affordable housing which address a broad range of housing needs and income levels, including rehabilitation, development incentives, homebuyers' assistance, and special needs to assist housing initiatives and compliance with housing laws.*
- *Managed customer service regarding affordable housing inquiries via telephone, email, and in-person.*
- *Assisted with multiple aspects of affordable multifamily project development such as financing, entitlement approvals, consultant coordination, public relations, and leasing/marketing.*
- *Ensured implementation and compliance with Inclusionary Housing Ordinance obligations, Housing Element programs, Fair Housing Law, and developer incentive programs.*
- *Presented housing programs, policies, projects, initiatives and procedures to the City Council, and other government commissions and committees.*
- *Project manager for advanced and current planning projects, including general plan amendments, zone changes, master plans, conditional use permits, tentative tract maps, sign programs, and variances.*

Nick Bateman

SENIOR PLANNER

Mr. Bateman serves as an Associate Planner for CSG, having more than seven years of experience in the public and private sectors. Through his previous experience as an Associate Planner, Environmental Planner, and Assistant Planner, he has developed skills that include current planning, CEQA/NEPA document preparation, project coordination, map-making with ARC GIS, and public presentations.

Education

Bachelor of Arts, Human Geography and Planning (Supplemental Certificate in Land Use and Environmental Planning),
California State University
Chico, California

Relevant Project Experience

Associate Planner | Paradise, CA. As an Associate Planner, Mr. Bateman was contracted as a staff planner with the Town of Paradise to help during the initial rebuild after the Camp Fire. In this role, he worked closely with the public, educating residents on their properties and permitting requirements. Mr. Bateman also handled project management for complex entitlements, communicated project details to other town departments, made presentations to the planning commission/city council, and authorized permits. Additionally, he authored grants that awarded the town nearly $250,000 to help pay for a new general plan housing element and a complex records digitization project.

Burnt Barn Distillery Project ISMND | Paradise, CA. Mr. Bateman prepared the Initial Study / Mitigated Negative declaration for the Burnt Barn Distillery Project, a distillery in Paradise California. The project involves the establishment of a new 4,800 square foot structure housing a distillery.

Paradise Boutique Apartments Conditional Use Permit Modification Project IS | Paradise, CA. Mr. Bateman prepared the Initial Study / Negative Declaration analyzing potential environmental impacts of the conversion of a residential care facility to market rate apartments.

Lavi Parcel Map Application Project ISMND | Paradise, CA. Mr. Bateman Prepared the Initial Study / Negative Declaration analyzing potential environmental impacts of a small land division including a minor residential development.

Environmental Planner, Transcon Environmental | Santa Rosa, CA. Mr. Bateman served as an Environmental Planner for Transcon Environmental and was responsible for preparing environmental assessments and initial studies for small- and large-scale projects. He coordinated activities between Transcon Environmental and PG&E for an ongoing utility maintenance contract. Additionally, Mr. Bateman gained experience by reviewing commercial cannabis entitlement applications for Humboldt County.

Beale WAPA Interconnection Project Environmental Assessment | Yuba County, CA. Mr. Bateman assisted in the preparation of the Environmental Assessment to evaluate potential impacts of an electrical utility interconnection to bring power to the Beale Airforce Base. The project included a 5-mile interconnection between transmission lines and a new substation located on the base.

Digital 299 Broadband Project ISMND | Various locations. Mr. Bateman assisted in the preparation of the Initial Study/Mitigated Negative Declaration to evaluate and mitigate impacts from this 300-mile broadband installation project following SR 299.

Emma Goldsmith

ASSOCIATE PLANNER I

Ms. Goldsmith is an experienced Planner who is well-versed in current and advanced planning methods. Through her experience, Ms. Goldsmith has developed a deep knowledgebase surrounding city planning documents and procedures, from permit issuance to zoning code updates—while also gaining experience with regional planning documents, such as the Regional Transportation Plans (RTP) and the Regional Housing Needs Allocation (RHNA) process.

Education

Bachelor of Science, Environmental Policy Analysis and Planning, University of California, Davis, Davis, California

CSG Relevant Experience

Assistant Planner | Town of Colma, CA. Ms. Goldsmith serves as a contract planner for the Town of Colma where she processes planning entitlements and provides front counter and plan check services. In Colma, Ms. Goldsmith gained experience with cemetery zoning procedures and provided support on lot line adjustments, Design Review Permits, Use Permits, and the Model Water Efficient Landscape Ordinance.

Assistant Planner | City of Pacifica, CA. Ms. Goldsmith processes tree permits for encroachment, pruning, and removal at the City of Pacifica. She is responsible for tree permit noticing; processing approvals, denials, and appeals; responding to public inquiries; and preparing permitting templates and handouts.

Assistant Planner | City of San Carlos, CA. Ms. Goldsmith serves as a contract planner for the City of San Carlos where she processes planning entitlements, provides front counter support, and plan check services. In San Carlos, Ms. Goldsmith gained experience reviewing single-family residential development under Objective Design Standards.

Assistant Planner and Permit Technician| City of Sonora, CA. Ms. Goldsmith worked directly with the Community Development Director to issue building permits and manage development projects. While at the City of Sonora, Ms. Goldsmith:

- Oversaw all aspects of Planning Commission including preparing agendas, minutes, staff reports, and public notices.
- Prepared the entitlements for a mixed-use 12-unit building. Over a year-long period, this included three staff report(s), presenting to the Planning Commission, and preparing appeal materials for City Council.
- Provided support on two code cases, one of which required a Site Plan and Design Review Permit. This included conducting site visits, coordinating with City departments to prepare a staff report, and acting as intermediary for the project applicant.
- Assisted with the Transient Use Permit code update by preparing new language, the staff report for City Council, and presenting to the City Council.

Other Relevant Experience

Associate Planner/Assistant Planner | Stanislaus Council of Governments. Ms. Goldsmith served the Stanislaus Council of Governments in Modesto, CA as both an Assistant Planner (2021-2022) and Associate Planner (2022-2023) prior to joining CSG Consultants. In these roles, she was responsible for monitoring state and federal regulations and programs to maintain regional compliance. Additional duties included:

- Providing project management support by leading project management meetings, reviewing consultant deliverables, and conducting in-person data gathering efforts such as site visits and public outreach

- Gathering, interpreting, and sharing regional data as the liaison between federal, state and local agencies
- Preparing and presenting monthly reports to seven advisory committees, while identifying recommendations for the Policy Board
- Coordinating with the public, community-based organizations, and local agencies to address questions on public planning processes

Research Assistant | UC Davis Institute of Transportation Studies. As a Research Assistant for the UC Davis Institute of Transportation Studies, Ms. Goldsmith conducted a qualitative analysis for a 230-page academic study of seven cities in California. She reviewed more than 50 documents related to local ordinances, policies, programs, and projects for transit-oriented development, transit, and active transportation.

Undergraduate Research Fellow | National Center for Sustainable Transportation. As an Undergraduate Research Fellow for the National Center for Sustainable Transportation in Davis, California, Ms. Goldsmith developed preliminary research finding for a 40-page report on transit-oriented development for the Cities of San Francisco, Oakland and San Jose. She synthesized and communicated the findings to these three central Bay Area cities in a 20-minute presentation.

Glenn Lajoie, AICP

PRINCIPAL, DIRECTOR OF ENVIRONMENTAL PLANNING

Mr. Lajoie has over 35 years of experience in the practice of CEQA/NEPA environmental review and Community Planning for clients and agencies throughout California. His range of environmental review studies has included policy, land development and infrastructure projects. Along with an extensive background in CEQA/NEPA, his practices have also encompassed policy planning programs, such as General Plans, Specific Plans, neighborhood studies and due diligence analysis. Mr. Lajoie's skill set includes project and budget management, quality assurance, meeting facilitation, agency staff service assistance, and third party/peer review verification of analysis and findings. His primary objective as a professional planner has always focused on assuring integrity, quality and legal defensibility of analysis and processes, culminating in win-win solutions for clients and communities.

Mr. Lajoie has an extensive background with local and regional agencies throughout California. The geographic context is wide ranging including: resort and destination projects in the Town of Mammoth Lakes; numerous infrastructure and water availability/desalination project reviews in the Community of Cambria; city center and neighborhood revitalization opportunities in Lancaster: over two million square feet of expansion for the Raytheon Corporate facility in El Segundo; Long Point (Terranea Resort) in Rancho Palos Verdes; downtown high rise and mixed-use proposals in Long Beach; The 2035 General Plan Update for Buena Park; buildout of the Cypress Business Park Master Plan in Cypress; campus modernization and enhancement projects at the University of California, Riverside and the master plan for beautification and growth at the Hotel Del Coronado.

Education

Master's Degree in Public Policy and Administration, California State University, Long Beach, California

Bachelor of Arts, Geography/ Urban Studies, California State University, Long Beach, California

Professional Affiliations

American Planning Association (APA)

Association of Environmental Professionals (AEP)

Relevant Project Experience

- Amazon Delivery Station IS/MND, West Covina
- Beverly Hills Gardens and Montage Hotel Mixed Use Project EIR
- Brookhurst/Adams Intersection Improvements EIR, Huntington Beach
- Dana Point Town Center IS/MND, Dana Point
- Department of Water and Power Specific Plan Amendment EIR, Seal Beach
- Downtown Fairfield Justice Center Campus IS/MND, Solano County
- Historic Downtown Upland Specific Plan/EIR, Upland
- Hyundai North American Corporate Campus EIR, Fountain Valley
- In-house CEQA Training, Laguna Beach
- Janss Marketplace Hotel EIR, Thousand Oaks
- Lincoln (Nelles) Specific Plan EIR, Whittier
- Mammoth Yosemite Airport Regional Air Service IS/MND, Mammoth Lakes
- Manteca Marketplace Section 15183 CEQA Consistency Checklist, Manteca
- Mission Viejo Medical Center Office Building EIR
- North Third Street Mixed Use IS/MND, Burbank
- Oasis Road Specific Plan Master EIR, Redding
- On-call Environmental Planning Service, Calaveras County
- On-call CEQA Review, Colma
- Palmdale Transit Village Specific Plan/EIR, Palmdale
- Piercy Road Industrial Warehouse IS/MND, San Jose
- Robinson Ranch North EIR, Yucaipa
- South Pasadena Downtown Revitalization Project EIR, South Pasadena
- South San Francisco 2040 General Plan Update EIR
- Southeast Development Area Specific Plan Program EIR, Fresno
- The Colonies at San Antonio Specific Plan EIR, Upland

Liza Debies

SENIOR ENVIRONMENTAL PLANNER

Liza Debies has more than 12 years of professional experience and more than 8 years of experience in managing the preparation and peer review of CEQA and NEPA documents, including EIRs, IS/MNDs, Addenda, Environmental Assessments (EAs), and Categorical Exemptions and Categorical Exclusions. She has completed CEQA and/or NEPA documentation for electronic billboards, public infrastructure, materials recovery facilities, mixed-use developments, residential, commercial, retail, transportation, industrial, recreational, and institutional projects. She has expertise in aesthetics, land use and planning and land use compatibility, transportation and circulation, utilities and services systems, and alternatives analysis, as well as in evaluating large public infrastructure projects.

Education

Bachelor of Arts, Environmental Studies Minor in Anthropology, with Honors, Pitzer College, Claremont, California

Study Abroad, visiting student in Biotechnology, Athlone Institute of Technology, Ireland, 2011

CSG Relevant Experience

Palos Verdes Estates 2021-2029 Housing Element Program 13 Rezoning Project IS/MND | City of Palos Verdes Estates, CA. As part of the Housing Element 2021-2029 (Housing Element), the City identified five candidate parcels within three sites to be rezoned to accommodate by-right housing. CSG prepared the IS/MND to evaluate rezoning the sites with two new housing overlay zones, which will allow these sites to support a variety of housing types. Ms. Debies provided senior management for the completion of the IS/MND. Because the project included only the legislative entitlements to facilitate the development of the sites, Ms. Debies consulted with the City and provided an approach for the environmental review that evaluated the sites at a programmatic level with environmental clearance for future by-right housing projects.

171 Ronan Avenue Apartments Project Environmental Documentation | City of Gilroy, CA. As Senior Project Manager, Ms. Debies managed the preparation of the environmental review for an 8,393-square foot multi-family unit apartment building project. The proposed project includes removal of an existing single-family residence and proposed replacing it with a two-story apartment building with six units. CSG determined that the project is consistent with Section 15303, New Construction or Conversion of Small Structures of the CEQA Guidelines and therefore qualifies for a Class 3 CEQA exemption.

Relevant Previous Experience

2023–2031 (6th Cycle) Housing Element Update Program EIR, City of Pleasanton, CA. As Project Manager, Ms. Debies managed the preparation of the Housing Element Update Program EIR for the City of Pleasanton. Ms. Debies prepared a 15183 streamlining template to be utilized by the City to process housing sites identified in the Housing Element Update.

Del Hombre Apartments Project EIR, Contra Costa County, CA. As Project Manager, Ms. Debies managed the preparation of an EIR for the construction of a 284-unit apartment building on a 2.40-acre site located in the unincorporated area of Walnut Creek, next to the Pleasant Hill BART/Contra Costa Center Bart Transit Village.

Oak Park Properties Specific Plan EIR | City of Pleasant Hill, CA. As Project Manager, Ms. Debies managed the preparation of an EIR for a 15-acre Program Area, which included a new public library, housing, and athletic fields. Key issues included lighting impacts associated with the stadium lighting for the athletics fields.

Kelli Allen

ASSOCIATE ENVIRONMENTAL PLANNER

Ms. Allen serves as an Associate Environmental Planner for CSG Consultants and is currently providing staff support to CSG clients. Ms. Allen has experience in the preparation of CEQA and NEPA documents, including EIRs, IS/(M)NDs, Categorical Exclusions, and safety elements. Ms. Allen has completed CEQA documentation for mixed-use developments, residential, commercial, retail, and industrial projects, and has conducted peer reviews of EIRs and ISMNDs for commercial and residential development projects. Ms. Allen has experience drafting presentations and writing administrative CEQA documents, including Project Descriptions, Notices of Availability, Preparation, and Determination, and OPR summary documents.

Education

Bachelor of Arts Degree, Geography/Environmental Studies and Political Science with International Relations Concentration, University of California, Los Angeles

Minor in Global Studies, University of California, Los Angeles

Wildlands Studies Belize Program Concentration in Environmental Conservation Environmental Wildlands Studies Environmental Field Survey Wildlands Environment and Culture, Western Washington University

Professional Affiliations

Association of Environmental Professionals Member

Relevant Project Experience

Janss Marketplace Hotel Project EIR | City of Thousand Oaks, CA. Ms. Allen assisted in the preparation of an EIR to evaluate the potential environmental impacts of the development of a hotel at 225 North Moorpark Road in Thousand Oaks. The proposed project includes demolition of the current two-story retail building, to be replaced by a five-story dual hotel and retail pad, the creation of a map to designate airspace rights, and a zoning change to the footprint of the hotel to increase the building's height limitation.

ARCO Commercial Center and Car Wash Project IS/MND | City of Plymouth, CA. Ms. Allen assisted in the preparation of an IS/MND to evaluate the potential environmental impacts of the development of a commercial store, gas station, and car wash at 18725 CA 49 in Plymouth. The proposed project includes development of the currently vegetated site to construct a fuel canopy, car wash, convenience store, and parking lot, a general plan amendment, and a zoning change to accommodate the high-traffic commercial use in the downtown area.

1890 South Coast Highway IS/MND | City of Laguna Beach, CA. Ms. Allen is assisting in the preparation of an IS/MND to evaluate the potential environmental impacts of the development of a mixed-use retail and residential project at 1890 South Coast Highway in Laguna Beach. The proposed project involves the demolition of an existing car wash facility to be replaced by a mixed-use retail and residential complex with a subterranean garage and approximately 5,200 square feet of deck area.

Safety Element Update | City of Sonora, CA. Ms. Allen assisted in the preparation of a safety element update for the City of Sonora. The element evaluates the future hazard risks associated with fire, flood, seismic and geologic conditions, hazardous materials/wastes, emergency operations, human-caused hazards, critical facilities and infrastructure, evacuation, and climate change in Sonora.

M&J Pallet Building IS/MND | County of San Bernardino, CA. Ms. Allen assisted in the preparation of an IS/MND to evaluate the potential environmental impacts of the development of a pallet building warehouse in the County of San Bernardino. The proposed project involves the demolition of all existing on-site improvements, to be replaced by an approximately 22,267 square foot commercial warehouse and parking and circulation system improvements.

Colby Gonzalez

ASSISTANT ENVIRONMENTAL PLANNER

Colby Gonzalez has 2 years of professional experience in working with environmental documents, including EIRs, IS/MNDs, Addenda, and Categorical Exemptions. He has worked as a paralegal on CEQA and NEPA lawsuits for mixed-use projects, housing projects, industrial manufacturing projects, and warehouse projects. He also has experience with Clean Water Act and the Montana Environmental Policy Act ("MEPA").

Education

Bachelor of Arts in Environmental Studies,

Graduated Magna Cum Laude Montana State University, Bozeman, Montana

CSG Relevant Experience

Palos Verdes Estates 2021-2029 Housing Element Program 13 Rezoning Project IS/MND | City of Palos Verdes Estates, CA. As part of the Housing Element 2021-2029 (Housing Element), the City identified five candidate parcels within three sites to be rezoned to accommodate by-right housing. CSG prepared the IS/MND to evaluate rezoning the sites with two new housing overlay zones, which will allow these sites to support a variety of housing types. As Lead Analyst, Mr. Gonzalez drafted several sections of the IS/MND.

171 Ronan Avenue Apartments Project Environmental Documentation | City of Gilroy, CA. CSG prepared the environmental review for an 8,393-square foot multi-family unit apartment building project. The proposed project includes removal of an existing single-family residence and proposed replacing it with a two-story apartment building with six units. CSG determined that the project is consistent with Section 15303, New Construction or Conversion of Small Structures of the CEQA Guidelines and therefore qualifies for a Class 3 CEQA exemption. As Lead Analyst, Mr. Gonzalez drafted the exemption memorandum.

Pritchard Field Improvement Project | City of Bell, CA. Mr. Gonzalez prepared the environmental assessment required by the National Environmental Policy Act for a community park project in the City of Bell which would include two new playgrounds, a dog park, and picnic area in a severely underserved community.

Janss Marketplace Specific Plan Project Environmental Documentation | City of Thousand Oaks, CA. Mr. Gonzalez is currently assisting with the preparation of the environmental documentation for the Janss Marketplace Specific Plan in the City of Thousand Oaks. This Specific Plan document would create a detailed plan describing allowable future land uses, infrastructure, and implementation requirements for projects within the bounds of the Specific Plan area.

In-N-Out Burger Project Environmental Documentation |City of Bell, CA. CSG prepared a 15183 general plan consistency checklist for the development of an In-N-Out Burger fast food restaurant in the City of Bell in conjunction with applications for a Site Plan Review, Conditional Use Permit, and Variance. Initially, the project was to be processed via a Class 32 Categorical Exemption. Through initial project review, the CSG team determined that the site was on the Cortese list and would not qualify for such an exemption and prepared a justification memorandum within an expedited timeframe. Mr. Gonzalez assisted with the preparation of a 15183 Consistency Checklist.

Iron Planet Auction | San Bernardino County, CA. Mr. Gonzalez performed a peer review of the IS/MND prepared for a surplus military grade equipment auction project in Yermo and created a memorandum detailing suggestions and revisions which should be incorporated in the final CEQA document. Mr. Gonzale's peer review concluded that the project was located on a former leaking underground storage tank site which was not disclosed in the IS/MND.

11.5: PRICING PROPOSAL

Hourly Rate Schedule – CSG Consultants

PERSONNEL / ROLE	HOURLY RATE
Principal-in-Charge	$280
Sustainability Programs Manager	$220
Sustainability Programs Analyst	$190
Environmental Planning Director	$280
Senior Environmental Planner	$230
Associate Environmental Planner	$190
Assistant Environmental Planner	$160
Planning Director	$207
Planning Manager	$240
Principal Planner	$235
Senior Planner	$210
Associate Planner	$175
Assistant Planner	$155
Planning Technician	$100
GIS Manager	$160
GIS Analyst	$120
GIS Technician	$100
Document Publications Specialist	$125

Terms

- *All hourly rates include overhead costs including but not limited to salaries, benefits, workers' compensation insurance, local travel, and miscellaneous office expenses.*
- *Overtime services and services provided outside of normal business hours will be billed at 1.5x the applicable hourly rate.*
- *On July 1 or the anniversary of the contract start date, CSG will initiate an hourly rate increase based on change in CPI for the applicable region.*
- *CSG will mail/email an invoice every month for services rendered during the previous month. Unless otherwise agreed, payment terms are 30 days from receipt of invoice.*
- ***This fee proposal is valid for a period of 120 days from date of submittal.***

***Subconsultants:** If utilized for any portion of the scope of work, rates for subconsultants can be readily provided upon request.

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11.6.1: PRIOR LITIGATION/CLAIMS

LITIGATION (PAST FIVE YEARS)

Stephen Estrella v. City of South San Francisco Code Enforcement, a Public Entity, et al. (Case #20-CIV-05257). A CSG employee was driving his personal vehicle and allegedly drove over Stephen Estrella's foot while the CSG employee was working for the City of South San Francisco. A claim was made against the CSG employee's auto insurance, and damages were paid. On November 24, 2020, a lawsuit was filed against the City of South San Francisco and CSG for the same incident. The case was settled for $300,000 and closed on February 23, 2024.

Tilafaiga Taape, Jr. v. Rosemary Hanson and CSG Consultants. The property owner at 34 Visitacion Avenue in Brisbane was named along with CSG for a railing that failed on private property. CSG provides services to the City of Brisbane for building plan review and inspection. CSG was released from the case since it was not involved in the condition of the existing railing on the private property. The CSG dismissal forms for this case were completed on March 2, 2021.

11.6.2 FAILED PROJECT COMPLETIONS

CSG has never failed to complete any work it was awarded, nor has CSG ever defaulted on a contract.

CSG CONSULTANTS

Foster City • Orange • Sacramento • Pleasanton • San Jose • Newman • Paso Robles

PROJECT CONTACT

Lorraine Weiss | Principal Planner

CSG Consultants
550 Pilgrim Drive
Foster City, CA 94404

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Fax: 650.522.2599

Email: lorrainew@csgengr.com
Website: **www.csgengr.com**

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26-011

PROFESSIONAL SERVICES MASTER AGREEMENT (ON-CALL PLANNING)

BETWEEN

CITY OF BENICIA AND

ECOnorthwest

This Professional Services Master Agreement ("Agreement") is dated July 1, 2025, and is by and between the City of Benicia, a political subdivision of the State of California ("CITY") and ECOnorthwest, a California Corporation located at 920 SW 6th Ave., Suite 1400, Portland, OR 97204, licensed to do business in California, ("CONTRACTOR") relating to ECOnorthwest - Planning Master Service Agreement (FY26-27) Services (“Services").

1. Agreement

1.1. 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 by the City Manager, or designee who is hereby authorized to execute any Task Order and issue a Notice to Proceed, without further action by the City Council, provided the Task Order is within the total authority of this Master Service Agreement. Amendments to this Master Service Agreement require City Council approval.

Services may include, but not be limited to:

A. Long-Range Planning Policy and Strategies

B. Housing Programs and Policies

C. Land Use Economics

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.

1.2. Term of Agreement

A. This Agreement will conclude on June 30, 2027 unless it is extended in accordance with paragraph B below.

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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.

1.3. 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.

1.4. Compensation

CONTRACTOR shall be compensated, a total value not to exceed $325,000 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 not to exceed 5% or the current year's February change of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Francisco-Oakland-Hayward, CA index, whichever is lower, and must seek CITY's authorization for rate changes. 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.

1.5. 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 in excess of $1,000.00, where prevailing wages are required by 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 City's Public Works 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 subconsultants shall keep and

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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. If the Agreement exceeds $2,000 and is funded with federal funds, then CONTRACTOR shall pay federal Davis Bacon wages and comply with applicable federal requirements.

B. 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.

C. CONTRACTOR, where applicable, 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.

1.6. 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

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in addition to, and shall not in any way be limited by the insurance obligations contained in this Agreement.

B. **Patent Rights, Copyright, Trade Secrets:** CONTRACTOR 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.

C. **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 artd will survive termination of this Agreement.

D. **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.

E. **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.

F. **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.

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G. **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 al I 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

1.7. 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.

1.8. 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.

1.9. 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.

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1.10. 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 based on a final invoice from the CONTRACTOR.

1.11. 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 I 101, 1102and1102.1; 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.

1.12. 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

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2. Possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel. (2Cal. Code Regs. § l8700(a) (2))

1.13. 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.

1.14. 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.

1.15. 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.

1.16. 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.

1.17. 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.

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1.18. 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.

1.19. 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.

1.20. 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.

1.21. 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: Stacy Hofacre

Senior Management Analyst

shofacre@ci.benicia.ca.us

To Contractor: Cindy O'Connell

Head of Finance

oconnell@econw.com

1.22. 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.

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1.23. 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.

2. Insurance Requirements

2.1. INSURANCE REQUIREMENTS

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated July 1, 2025, by and between ECOnorthwest, hereinafter referred to as "Contractor", and the City of Benicia, hereinafter referred to as "City", providing for professional services.

2.2. 1. Contractor's Duty to Show Proof of Insurance

Contractor, 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 Contractor's acts, errors, or omissions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Contractor shall not perform any work under this Agreement until Contractor 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, Contractor 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, Contractor 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. Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or City as an additional insured.

2.3. 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

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for liability arising out of Contractor'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. Contractor 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.

2.4. Workers' Compensation Insurance

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

2.5. 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.

2.6. 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.

2.7. Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Contractor, at Contractor'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.

2.8. Insurance terms and conditions:

3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Contractor shall not be suspended, voided, cancelled or

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reduced in coverage or in limits except after ten (10) days written notice by Contractor 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. Contractor 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 Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor 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 Contractor is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Contractor'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 Contractor'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 Contractor 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 Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor. City, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Contractor 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 Contractor of its obligation to obtain and maintain the insurance coverages required by this Agreement.

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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 Contractor and its Subcontractors shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Contractor's fees under this Agreement (and the fee of its Subcontractors under Subcontractor agreements) shall be reduced by the amount of insurance premiums that may be avoided by Contractor and its Subcontractors 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 Contractor's and Subcontractors policies. Construction Manager and its Subcontractors shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

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

"ECOnorthwest" By: Signed by: Tyler Bump 71DB4815D6A54C1... 6/11/2025
Tyler Bump
Its: Partner

"City" By: _____
Its: _____

"Department" By: _____
Its: _____

"City Attorney" By: _____
Its: City Attorney

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Exhibits List

A - Scope of Work

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Exhibit A

Scope of Work

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ECOnorthwest
IMPACT THROUGH INSIGHT

ECONORTHWEST
920 SW 6th Ave, Suite 1400
Portland, OR 97204
Fax: 503-222-1504

CONTACT
Becky Hewitt
Project Director
hewitt@econw.com
503-200-5077

April 7, 2015

Stacy Hofacre
Permit Services Analyst
250 E L Street
Benicia, CA 94510

Dear Ms. Hofacre and Selection Committee,

ECOnorthwest is pleased to submit our qualifications to support the City through on-call planning in these service areas: **4.3: Long-Range Planning Policy and Strategies; 4.5: Land Use Economics;** and **4.7: Housing Programs and Policies.** With a proven track record of helping jurisdictions address growth, affordability, and economic resilience, our team brings data-driven analysis, deep policy expertise, and responsive service delivery to every engagement.

Our interdisciplinary team includes nationally recognized experts in urban economics, housing policy, and comprehensive planning. We tailor our work to local context while aligning with state mandates and best practices. Whether guiding regional housing strategies or evaluating development feasibility, we prioritize actionable insights and collaborative implementation.

We are currently serving the City of Benicia under a multi-year contract for economic development strategy and on-call support—demonstrating our ability to build trusted, effective partnerships with California cities.

Thank you for the opportunity to be considered. We look forward to the possibility of supporting your goals. Please feel free to contact us with any questions.

Sincerely,

Becky Hewitt
Project Director

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Project Organization Chart

For this on-call services proposal, we have included a collaborative team of experts with demonstrated success on similar projects throughout the region. Our team has worked together on many successful planning, economic analysis, and housing program/policy projects in the past that have been implemented to achieve community goals. If selected for the on-call planning services bench, we will assemble teams for specific projects that best align with the needs of the project.

THE CITY OF BENICIA CALIFORNIA

Becky Hewitt
PROJECT DIRECTOR

Chris Blakney
PROJECT DIRECTOR

Tyler Bump
PROJECT DIRECTOR

Cadence Petros
PROJECT DIRECTOR

Mackenzie Visser
PROJECT MANAGER

Kryn Sausedo
SR. PROJECT MANAGER

Michelle Anderson
PROJECT MANAGER

Erik Bagwell
SR. PROJECT MANAGER

James Kim
PROJECT MANAGER

Long-Range Planning Policy and Strategies

Land Use Economics

Housing Programs and Policies

Josie Rademacher
ASSOCIATE

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Key Personnel Bios and Responsibilities

Becky Hewitt, Project Director

Leads housing and land use strategy, guiding feasibility analysis, zoning audits, and stakeholder engagement to ensure deliverables are technically sound and policy-relevant.

Becky has extensive experience with land use, housing, and development analysis and planning in Oregon and across the country. Becky's work at ECOnorthwest focuses on evaluating development feasibility, housing strategies, and transit-oriented development. Becky advises communities on the market and development potential for a range of housing types—including middle housing—and how to align regulations to support their local housing needs and goals. Becky has experience leading technical analysis, managing complex multi-disciplinary projects, presenting to advisory bodies and decision-makers, and designing and implementing public and stakeholder engagement. Becky joined ECOnorthwest in 2018 after a decade of working in urban planning and land use analysis, including corridor revitalization plans, concept plans for developing areas, development code audits and updates, and housing analyses. Becky has graduate degrees in both urban planning and real estate development.

Chris Blakney, Project Director

Leads land use economics and economic development projects, translating market and policy analysis into actionable strategies. Advises on housing strategies to align with state requirements.

Chris joined ECOnorthwest as a Project Director in 2019. Chris' professional expertise is established at the cross-section of development economics and economic development. Chris works with a range of public and private sector clients to develop strategic actions that address challenging policy questions around affordable housing, land use, economic development, and growth management. Prior to joining ECOnorthwest, Chris served as an in-house economist for a leading Architecture and Engineering firm advising architects on the economics of design alternatives. Chris has been an active member of the International Economic Development Council and the Commercial Real Estate Development Association (NAIOP).

Tyler Bump, Project Director

Advises on area planning, housing, and land use economics projects, including zoning reform and equitable development.

Tyler has been working with cities, business districts, and community-organizations to support equitable development efforts for over 19 years. Tyler focuses on the intersection of land use planning and real estate investment that advances equitable housing, economic development, and sustainable development goals. To support these goals, he works with clients to develop and implement creative strategies that leverage public and private sector investment through changes to land use and development standards, regulatory requirements, and funding strategies. He also provides advisory services to local governments and business districts to develop and implement strategies that advance economic development, business growth, and community revitalization goals. Tyler also leads ECOnorthwest's Urban Systems practice across the firm. The Urban Systems practice is an integrated multidisciplinary team that includes our work in housing and development policy, economic development, TOD, transportation economics, and business analytics.

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Description of Responsibilities

Cadence Petros, Project Director

Advises on housing programs and implementation and equitable development.

Cadence is a Project Director at ECOnorthwest with over 25 years of experience implementing cities' downtown revitalization, housing, and economic development goals to help build vibrant neighborhoods that foster a sense of belonging and meet the needs of all community members. At ECOnorthwest, Cadence utilizes her expertise to provide clients with actionable, grounded guidance on how to build equitable communities, including increasing accessible and available housing, enhancing the built environment, preventing involuntary displacement, and developing projects and programs that lead to shared prosperity.

Kryn Sausedo, Senior Project Manager

Manages project delivery and engagement, ensuring strategies are grounded in data and responsive to community context.

With a decade of experience in the public sector, Kryn is adept at managing economic development projects and crafting actionable strategies. His portfolio includes statewide recovery plans, local economic resiliency strategies, small business support programs, and innovation hub development plans. He prioritizes collaboration and values the insights of local stakeholders, combining data with lived experiences in an iterative process to develop effective and thoughtful solutions.

Erik Bagwell, Senior Project Manager

Leads financial feasibility assessments for affordable housing, with expertise in public finance, underwriting, and policy analysis.

Erik joined ECOnorthwest in 2019. He has a decade of experience in public finance and affordable housing. He specializes in affordable housing development, real estate finance, and policy analysis, and applies these skills across an array of economic, real estate, and urban, suburban and rural development projects. Prior to joining ECOnorthwest, Erik worked in the Credit & Underwriting team for the New York City Department of Housing Preservation and Development, specializing in financial feasibility analyses, pro forma analysis, cash flow modeling, and gap financing, for rent-restricted, multifamily affordable housing development.

Michelle Anderson, Project Manager

Supports real estate and land use analysis, including development feasibility modeling.

Michelle joined ECOnorthwest in 2016. She specializes in real estate, land use, and affordable housing policy and development. Michelle is skilled in creating and analyzing financial pro formas, directly engaging with community stakeholders, and employing ArcGIS, SketchUp, and other software to model development feasibility. Prior to joining ECOnorthwest, Michelle worked as a Development Associate for a Portland-area real estate firm where she was responsible for both affordable and conventional multi-family housing development. With degrees in economics and urban and regional planning, Michelle is versed in public policy issues ranging in scale from the neighborhood to the regional level. Michelle is always eager to improve communities through policy solutions that mutually benefit the public and private sectors.

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Mackenzie Visser, Project Manager

Supports housing policy research and financial feasibility analysis.

Mackenzie specializes in affordable housing, housing policy, and financial analysis. Prior to joining ECOnorthwest, Mackenzie worked with the Washington State Housing Finance Commission to analyze the impact of cost containment policies on Washington Low-Income Housing Tax Credit allocation. Mackenzie also has prior experience in direct service, providing housing case management and financial assistance for domestic violence survivors in King County. Mackenzie is passionate about advocating for vulnerable communities within local housing and homelessness systems and focused her MPA work on equitable and affordable housing development policy.

James Kim, Project Manager

Supports policy and financial modeling for housing, TOD, and fiscal impact analysis.

James brings a perspective from land use planning to help decision-makers answer important policy questions: improving housing affordability, reducing homelessness, promoting socioeconomic and racial equity, reducing greenhouse gas emissions, designing urban environments for walkability and healthy living, and understanding fiscal impacts of policy alternatives. He evaluates the intersection of market dynamics and regulatory incentives through financial modeling, pro forma analysis, and academic literature reviews. He also focuses on housing policy research and transit-oriented development. Prior to joining ECOnorthwest in 2019, James worked at the Federal Aviation Administration drafting regulations on user fees and conducting financial analysis of internal investments.

Josie Rademacher, Associate

Supports housing and long-range planning policy analysis and strategies, including zoning updates and area plans.

Josie joined ECOnorthwest in 2024 as an Associate. She specializes in public outreach, code development, urban design, and planning efforts such as subarea and comprehensive plans. Prior to joining ECOnorthwest, Josie worked as a planner for Washington cities on current and long-range planning projects. These projects included development review, code updates, middle housing implementation, subarea planning, comprehensive plan updates, and public engagement. She is passionate about advancing livable, equitable communities by integrating design thinking, planning, and public engagement to address housing challenges and shape resilient cities for the future.

Key Personnel by Service Area

Long-Range Planning Policy and Strategies:

Becky Hewitt, Tyler Bump, James Kim, Mackenzie Visser, Josie Rademacher

Land Use Economics:

Becky Hewitt, Chris Blakney, Tyler Bump, Erik Bagwell, Kryn Sausedo, Michelle Anderson, James Kim, Mackenzie Visser, Josie Rademacher

Housing Programs and Policies:

Becky Hewitt, Tyler Bump, Cadence Petros, Erik Bagwell, James Kim, Josie Rademacher

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Understanding

ECOnorthwest understands that the City is seeking expert partners to provide on-call support across key planning domains: long-range planning policy and strategies, land use economics, and housing programs and policies. These service areas are increasingly interdependent—requiring integrated, equity-driven, and market-informed approaches to address the urgent challenges facing California communities.

ECOnorthwest's approach to long-range planning policy and strategy focuses on helping cities align growth management, infrastructure planning, and policy frameworks in key areas or across the city with evolving demographics, market context, climate imperatives, and state mandates. Our work helps jurisdictions ground their planning efforts in fiscal and economic reality while creating a roadmap for sustainable, equitable development.

Our work on land use economics helps cities identify feasible development, evaluate how policy decisions will impact a developer's pro forma, assess fiscal impacts of growth or policy decisions, and establish funding strategies to deliver needed infrastructure or programs.

ECOnorthwest's housing program and policy work includes supporting jurisdictions with housing needs assessments, policy development, and implementation strategies that reflect local context, meet state requirements, and prioritize affordability and inclusion. We also work with cities to structure and implement new housing programs and funding sources to deliver the greatest possible impact within the available public resources.

Through these service areas, ECOnorthwest delivers actionable analysis and trusted guidance that help jurisdictions turn complex challenges into clear, community-informed solutions.

Approach to Long-Range Planning Policy and Strategies

ECOnorthwest brings an interdisciplinary and market-conscious perspective to long-range planning. We integrate urban economics, land use policy, infrastructure planning, and community engagement to help jurisdictions shape their futures with actionable, realistic strategies. Our approach is rooted in data, equity, and collaboration. We help clients navigate complex regulatory environments, assess market conditions, forecast growth, and plan for efficient infrastructure and equitable development. Our work supports sustainable, inclusive communities—anchored by policies that reflect real development dynamics and community values. With deep experience in comprehensive planning, corridor redevelopment, area planning, and growth management, our strategies equip public agencies to respond to current challenges while planning for resilience and prosperity over the long term.

Long-Range Planning Policy and Strategy Project Examples

City of Pacific Grove | Middle Housing Analysis | CA | 2021

ECOnorthwest evaluated potential zone changes and changes to development regulations to allow several middle housing types in specific neighborhoods within the City of Pacific Grove, CA. The analysis provides an initial indication of development feasibility for middle housing in those areas to help determine whether the proposed rezoning will deliver the desired results of the redevelopment of single-family properties to "multiplex" products allowed under the new zoning and inform next steps and further study.

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Association of Bay Area Governments | Missing Middle Housing Workgroup | CA | 2022

The Association of Bay Area Governments (ABAG) hosts working groups for member jurisdictions to explore topics of broad relevance across the Bay Area with issue-specific training and technical assistance. Working with planning firm Baird + Driskell and Opticos Design, ECOnorthwest supported a working group focused on middle housing and how it could fit with jurisdictions' housing needs. ECOnorthwest's role included:

- Leading sessions on the market for middle housing and who it serves, how to make middle housing affordable, and how to understand development feasibility for middle housing.
- Producing reports offering additional information regarding the middle housing market in the Bay Area and affordability strategies for middle housing.
- Developing an interactive tool for use by Bay Area jurisdictions to consider how policy variables such as parking requirements, required site size, and local fees affect the viability of middle housing given estimated local market conditions.

Approach to Land Use Economics

Land use decisions are economic decisions. At ECOnorthwest, we apply the principles of urban economics, market feasibility, fiscal impact, and development finance to evaluate how planning and public investment affect development outcomes. We help jurisdictions understand the incentives, trade-offs, and consequences of land use policies—delivering analyses that reveal how zoning, infrastructure, and financial tools interact with market realities. Our approach empowers clients to align land use policies with public goals, ensuring they work with rather than against the market. Whether identifying land constraints, evaluating the fiscal impacts of growth, or modeling development under new zoning scenarios, our work supports strategic decision-making that promotes efficient, equitable, and financially sustainable land use.

Land Use Economics Project Examples

City of Alhambra | Housing Element | CA | 2024

ECOnorthwest assisted the City of Alhambra with its 6th Cycle Housing Element Update. Alhambra is a built-out community with minimal vacant land and will rely heavily on redevelopment, infill, and densification strategies to meet its lower-income RHNA allocation. A critical challenge for the City is identifying sites that can accommodate lower-income RHNA. To address this challenge ECOnorthwest developed a model to detect optimal tax lot aggregation opportunities in higher resource locations to identify market-feasible redevelopment sites that meet lower-income site size and location requirements. To complement this feasibility-driven approach, policy direction was informed by engagement with the community. Alhambra is a diverse community where 70 percent of the population speaks a language other than English at home. All project announcements and survey materials were translated into Spanish and Traditional Chinese. Because the COVID-19 pandemic has made access to workshops more challenging for those without access or comfortability with computers, we also offered "office hours" for a one-on-one if a community member could not access our virtual workshop.

SLOCOG | Affordable-by-Design Study | CA | 2023

In the face of accelerating housing costs and lack of affordable housing production, the San Luis Obispo Council of Governments (SLOCOG) has been working to align housing production efforts throughout the region over several years. With limited resources to deliver deed-restricted affordable housing, SLOCOG asked

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ECOnorthwest to prepare an "Affordable-by-Design" study, which considers whether and how the market could produce housing affordable to moderate-income households without subsidies or price/rent restrictions. ECOnorthwest gathered data about the local housing market, reviewed relevant development examples locally and from other regions, interviewed local developers, analyzed the feasibility of several types of development that could potentially meet affordability criteria given local market conditions, and recommended local strategies to support the market in delivering affordable-by-design housing. The study was adopted in 2023 by the SLOCOG Board as part of a broader Regional Housing and Infrastructure Framework that highlighted infrastructure needs and policy options to support housing production in the region and provides a basis for further coordinated local action. This project was delivered on time and on budget.

Approach to Housing Programs and Policies

ECOnorthwest is a recognized leader in housing economics, policy, and planning across the West Coast and beyond. Our approach combines rigorous analysis with deep practical knowledge of housing development, finance, and land use regulation. We partner with jurisdictions to develop housing policies that are equitable, implementable, and responsive to community needs. Our work spans the full spectrum—from Housing Needs Analyses and Housing Elements to affordable housing feasibility, zoning reform, and the design of incentive programs. We are at the forefront of evaluating and advancing "missing middle" housing, equitable TOD, and anti-displacement strategies. We bring an equity-centered lens to every project, ensuring that technical solutions are grounded in community engagement, demographic realities, and pathways to meaningful, long-term change. Our work supports public agencies in creating diverse, attainable housing options that reflect and serve the full range of their communities.

Housing Programs and Policies Project Examples

City of Bakersfield | Affordable Housing Strategy and Housing Trust Fund | CA | 2023

Facing a shortage of affordable housing in the tens of thousands of units, the City of Bakersfield set out to create a comprehensive affordable housing strategy centered on increasing production. Bakersfield takes a relatively hands on approach to affordable housing in partnership with a strong regional Housing Authority. One of its key priorities was to establish a Local Affordable Housing Trust Fund. As a first task in the broader strategy, ECOnorthwest in partnership with Community Planning Collaborative (formally Baird+Driskell) set out to test the feasibility of such a fund. This task quickly pivoted when the client team decided they wanted to accelerate the analysis in order to make the application deadline for the state's Local Housing Trust Fund (LHTF) matching program, just two months away. Our team quickly dove in to identify and recommend a range of potential funding sources and fund structures; exploring political feasibility, sustainability, resource generation, and other factors. The city agreed to dedicate $5 million in one-time ARPA funds in addition to ongoing funds from a PSVS sales tax, and PLHA funds. We assisted the city with its LHTF application and the city was successful in receiving a $3 million matching grant for new housing trust funds from the state. Based on future grant awards the city estimates the fund could support the production of 1,000 to 1,700 new affordable housing units over the initial five years period. This task was completed two months ahead of schedule to meet LHTF application deadlines and on budget.

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Level of Effort

The following rates apply to all potential work completed for the proposed service areas **4.3: Long-Range Planning Policy and Strategies**, **4.5: Land Use Economics**, and **4.7: Housing Programs and Policies.** These rates are good for 120 days.

Key Personnel	ROLE	$/ HOUR
Becky Hewitt	Project Director	$260
Tyler Bump	Project Director/Partner	$295
Chris Blakney	Project Director	$280
Cadence Petros	Project Director	$280
Erik Bagwell	Senior Project Manager	$205
Kryn Sausedo	Senior Project Manager	$205
Michelle Anderson	Project Manager	$180
Makenzie Visser	Project Manager	$165
James Kim	Project Manager	$175
Josie Rademacher	Associate	$140

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References

1. City of Alhambra Housing Element

Reference: Vanessa Reynoso, Deputy Community Development Director, 626-570-5033, vreynoso@cityofalhambra.org

Relevant Service Area: Land Use Economics

Key Personnel Involved: Chris Blakney

2. SLOCOG | Affordable-by-Design Study

Reference: Sara Sanders, SLOCOG Transportation Planner, 805-597-8052, ssanders@slocog.org

Relevant Service Area: Land Use Economics

Key Personnel Involved: Becky Hewitt, Chris Blakney, Michelle Anderson, Tyler Bump

3. City of Pacific Grove | Middle Housing Analysis

Reference: Terri Schaefer, City of Pacific Grove Housing Manager, 831-648-3182, tschaeffer@cityofpacificgrove.org

Relevant Service Area: Long-Range Planning Policy and Strategies

Key Personnel Involved: Becky Hewitt, James Kim, Tyler Bump

4. City of Bakersfield | Affordable Housing Strategy and Housing Trust Fund

Reference: Jason Cater, Economic and Community Development Manager, 661-326-3609, jcater@bakersfieldcity.us

Relevant Service Area: Housing Programs and Policies

Key Personnel Involved: Chris Blakney, Erik Bagwell

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Hourly Rates of Key Personnel

The following rates apply to all potential work completed for the proposed service areas **4.3: Long-Range Planning Policy and Strategies, 4.5: Land Use Economics,** and **4.7: Housing Programs and Policies.** These rates are good for 120 days.

Key Personnel	ROLE	$/ HOUR
Becky Hewitt	Project Director	$260
Tyler Bump	Project Director/Partner	$295
Chris Blakney	Project Director	$280
Cadence Petros	Project Director	$280
Erik Bagwell	Senior Project Manager	$205
Kryn Sausedo	Senior Project Manager	$205
Michelle Anderson	Project Manager	$180
Makenzie Visser	Project Manager	$165
James Kim	Project Manager	$175
Josie Rademacher	Associate	$140

Expected Reimbursable Expenses

If needed, site visitation can be included as part of the on-call planning services scope of work. We would expect these reimbursable expenses to be approximately $3,000.

Tyler Bump, Partner

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RESUMES

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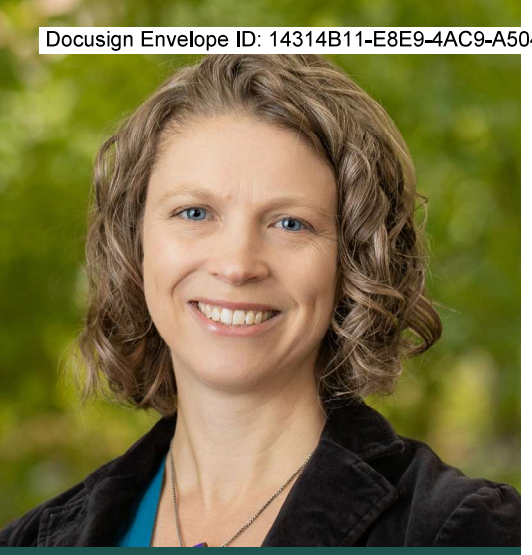

BECKY HEWITT

Project Director

Becky has extensive experience with land use, housing, and development analysis and planning in Oregon and across the country. Becky's work at ECOnorthwest focuses on evaluating development feasibility, housing strategies, and transit-oriented development. Becky advises communities on the market and development potential for a range of housing types—including middle housing—and how to align regulations to support their local housing needs and goals. Becky has experience leading technical analysis, managing complex multi-disciplinary projects, presenting to advisory bodies and decision-makers, and designing and implementing public and stakeholder engagement. Becky joined ECOnorthwest in 2018 after a decade of working in urban planning and land use analysis, including corridor revitalization plans, concept plans for developing areas, development code audits and updates, and housing analyses. Becky has graduate degrees in both urban planning and real estate development.

EDUCATION

- M.A. Real Estate Development, Portland State University
- M.U.R.P. Land Use Specialization, Portland State University
- Continuing Studies in Sustainable Design, Boston Architectural College
- B.S. Engineering: Civil and Environmental Engineering, Duke University

CERTIFICATION

- AICP

AREAS OF EXPERTISE

- Development Feasibility Analysis
- Housing Strategies and Implementation Tools
- Land Use Planning
- Development Code Testing
- Transit-Oriented Development

RELEVANT EXPERIENCE

City of Eugene | Housing Needs Analysis, Economic Opportunities Analysis, and Housing Production Strategy | OR | Ongoing

Crafting a housing needs analysis, economic opportunities assessment, and housing production strategy for the City of Eugene. Reviewing the urban growth boundary's sufficiency and potentially suggesting land use efficiency measures for increased development capacity.

City of Seattle | Middle Housing Analysis | WA | 2024

Analyzed development feasibility and conducted spatial assessments for middle housing allowances in Seattle's low-density zones. Supported the City's planning goals by providing insights into potential market utilization, aligned with the 20-year housing forecast.

Oregon Metro | Residential Readiness | OR | 2024

Evaluated housing-related factors for Metro's 2024 Urban Growth Report. Assesses past expansion areas, affordability, filtering, gentrification/ displacement, and potential for middle housing and office-to-residential conversions. Informed growth management decisions to enhance development readiness and affordability considerations.

San Luis Obispo Council of Governments | Regional Affordable-by-Design Study | CA | 2023

Evaluated housing affordability characteristics in the Affordable-by-Design (ABD) Study for seven cities and unincorporated San Luis Obispo County. Supported SLOCOG in justifying and updating Annual Report affordability criteria to include units built without financial assistance or deed restrictions.

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City of Beaverton | Housing Capacity Analysis and Housing Production Strategy | OR | 2023
Evaluated specific housing strategies, including feasibility testing and incorporating anti-displacement strategies, as a subconsultant to Angelo Planning Group for Beaverton's Housing Capacity Analysis (HCA) and Housing Production Strategy (HPS).

City of Happy Valley | VHDZ Analysis | OR | 2023
ECO assisted the City of Happy Valley with analyzing the financial impact of a proposed VHDZ. ECO estimated the forgone revenue to the City and evaluated the effects on each taxing district.

Oregon Department of Land Conservation and Development | Bend Climate Friendly Areas Market and Residual Land Value Analysis | OR | 2023
Analyzed market potential for mixed-use redevelopment within potential Climate Friendly Areas for the City of Bend. Evaluated areas for mixed-use zoning allowing taller buildings, diverse uses, and no parking requirements as an add-on to the ongoing Housing Capacity Analysis. Contracted through DLCD and funded by a grant.

City of Bend | Housing Capacity Analysis Update | OR | 2023
Drafted Housing Capacity Analysis (HCA) for the City of Bend, assessing growth management options, including Urban Growth Boundary expansion and Climate Friendly Area designation. Evaluated market-feasible redevelopment potential and regulatory impacts on increased height, density, and mixed-use development.

AARP National | Middle Housing Model Ordinance | Nationwide | 2023
Developed a Model Act and guide for statewide legislation to re-legalize middle housing. Provided options, example language, and pointers for customization. Supported AARP in expanding middle housing options nationwide, guiding policy decisions and development.

City of Hillsboro | Incentives for Middle Housing | OR | 2022
Assisted the City of Hillsboro in implementing Oregon House Bill 2001 by evaluating financial incentives for smaller and middle housing. Explored options such as variable System Development Charges and property tax abatements, contributing to housing diversity.

Clark County | Buildable Lands Program Update | WA | 2022
Reviewed and updated Clark County's Buildable Lands Methodology, ensuring alignment with legislation and development trends; culminated in the 2021 Buildable Lands Report in collaboration with stakeholders.

Association of Bay Area Governments | Missing Middle Housing Workgroup | CA | 2022
Collaborated with Baird + Driskell and Opticos Design, aiding ABAG's working group on middle housing. Led discussions on market dynamics, affordability, and development feasibility. Generated reports and crafted an interactive tool for local jurisdictions to assess policy impacts on middle housing viability in the Bay Area.

Washington County | HB2001 Implementation Market and Economic Analysis | OR | 2021
Provided financial feasibility analysis for middle housing development in urban unincorporated areas, advising on regulatory options and development code amendments to comply with Oregon's House Bill 2001. Continued to support County staff on policy decisions and potential market responses.

Housing and Community Services | Statewide Housing Plan | OR | 2018
Assisted in developing Oregon's first statewide housing plan. Facilitated work sessions, refined goals and priorities, brainstormed implementation strategies, highlighted key data, drafted plan text, and coordinated review and revisions for Oregon Housing and Community Services.

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CADENCE PETROS

Project Director

Cadence is a Project Director at ECOnorthwest with over 25 years of experience implementing cities' downtown revitalization, housing, and economic development goals to help build vibrant neighborhoods that foster a sense of belonging and meet the needs of all community members. At ECOnorthwest, Cadence utilizes her expertise to provide clients with actionable, grounded guidance on how to build equitable communities, including increasing accessible and available housing, enhancing the built environment, preventing involuntary displacement, and developing projects and programs that lead to shared prosperity.

EDUCATION

- J.D. Northwestern School of Law at Lewis and Clark College
- B.A. Politics, Public Policy Analysis, Pomona College

AREAS OF EXPERTISE

- Urban Renewal
- Downtown Revitalization
- Affordable Housing
- Equitable Development

RELEVANT EXPERIENCE

Colorado Department of Local Affairs | Land Use and Housing Implementation | CO | Ongoing
Facilitating community engagement and developing frameworks for local governments in compliance with SB24-174 to analyze displacement risk and implement mitigation strategies. Coordinating outreach, focus groups, and resource studies to ensure adaptive guidance across jurisdictions.

City of Hood River | Westside Urban Renewal Plan | OR | Ongoing
Guiding development strategy and fostering engagement for an ongoing urban renewal feasibility study and plan.

Vancouver Housing Authority | Strategic Plan | WA | 2024
Provided housing and equity expertise to support the development of the Vancouver Housing Authority's strategic plan, identifying growth priorities, improving organizational efficiency, and creating a list of actionable goals and strategies.

Town of Superior | Affordable Housing Strategic Plan | CO | 2024
Developed a Housing Strategic Plan for the Town of Superior, including a housing needs assessment, market study, policy review, and future affordable housing projections to guide strategies for preserving and creating affordable housing.

City of Independence | Central Talmadge Plan | OR | 2024
Guided urban design guidance, market analysis, and anti-displacement strategies to transform the Central Plaza Shopping Center into a mixed-use, pedestrian-friendly hub, supporting the City's multi-modal transportation goals.

Oregon Housing and Community Services (OHCS) | HB 2003 RHNA Methodology | OR | 2023
Developed and implemented a regional housing needs methodology for Oregon, providing a comprehensive analysis of statewide housing needs under HB 2003 and leading a team to assist Oregon's Department of Land Conservation and Development (DLCD) and OHCS in creating

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recommendations for integrating the Oregon Housing Needs Analysis into the state's land use planning systems, including stakeholder engagement and technical analysis.

City of Issaquah | Housing Strategy Implementation | WA | 2023
Supported implementation of Issaquah's Housing Strategy by analyzing barriers to condominium development and conducting a financial feasibility study on expanding inclusionary zoning and middle housing types. Provided recommendations to amend zoning regulations to increase multifamily and middle housing projects.

City of Vancouver | Equitable Development Plan | WA | 2023
Led the next phase in the Heights District project, conducting community outreach, market analysis, and feasibility studies for equitable development, culminating in receiving the 2023 Washington Governor's Smart Communities Award for an affordable housing vision.

City of Springfield | Glenwood Riverfront Plan | OR | 2023
Conducted feasibility and market analysis, developed an implementation strategy to support the ongoing master plan for the Glenwood Riverfront area in Springfield.

Oregon DLCD | Wilsonville Preliminary Housing Needs Analysis | OR | 2023
Completed Preliminary Housing Needs Analysis for Wilsonville, conducting thorough assessments and data analyses to provide comprehensive insights into housing needs, aiding in strategic policy development and fostering community resilience.

Oregon DLCD | Tualatin Housing Implementation Plan | OR | 2023
Collaborated with DLCD to deliver HB 2003 compliant products for Oregon, including Housing Needs Analyses, prototype Housing Production Strategies, and Housing Strategy Implementation Plans for the City of Tualatin.

City of Austin | Density Bonus Calibration | TX | 2023
Conducted thorough analysis of Austin's density bonus program areas, informing strategic adjustments to enhance voluntary affordability and foster inclusive, sustainable housing solutions.

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TYLER BUMP

Project Director + Partner

Tyler has been working with cities, business districts, and community-organizations to support equitable development efforts for over 19 years. Tyler focuses on the intersection of land use planning and real estate investment that advances equitable housing, economic development, and sustainable development goals. To support these goals, he works with clients to develop and implement creative strategies that leverage public- and private-sector investment through changes to land use and development standards, regulatory requirements, and funding strategies. He also provides advisory services to local governments and business districts to develop and implement strategies that advance economic development, business growth, and community revitalization goals. Tyler also leads ECOnorthwest's Urban Systems practice across the firm. The Urban Systems practice is an integrated multidisciplinary team that includes our work in housing and development policy, economic development, TOD, transportation economics, and business analytics.

EDUCATION

- M.U.R.P. College of Architecture, University of Colorado Denver
- B.S. Human Services, Metropolitan State University of Denver

AREAS OF EXPERTISE

- Inclusive Planning
- Equitable Development
- Equity Impact Analysis
- Facilitation and Dialogue

RELEVANT EXPERIENCE

City of Benicia | Economic Development Services | CA | Ongoing
Providing on-call services, including tracking economic indicators, website management, business recruitment, and leading a placemaking assessment for Downtown Benicia.

Pima County | Housing Needs Assessment | AZ | Ongoing
Leading the development of an online housing supply and demand dashboard for Pima County, incorporating a comprehensive market study, target market analysis, and multi-day policy charrette to support responsive, community-focused housing policies.

Regional Transportation Commission of Southern Nevada | Southern Nevada Strong Regional Plan Update | NV | Ongoing
Leading the Southern Nevada Strong Regional Plan update. The process includes data analysis, stakeholder engagement, and scenario planning to address housing, climate resilience, and equity. The final plan will provide a roadmap with a regional housing strategy and implementation metrics.

City of Vancouver | Comprehensive Plan Update | WA | Ongoing
Supporting the City of Vancouver's Comprehensive Plan update, focusing on housing, economics, and equity analysis. Aimed to create an updated policy framework for land use responding to evolving community trends, with a 20-year horizon and a vision for 2045.

Washington State Department of Commerce | Middle Housing Model Ordinance | WA | 2025
Crafted model ordinances for middle housing adoption, aligning with HB 1110 legislation. Aimed at creating adaptable ordinances for diverse-sized cities to effectively implement middle housing solutions statewide.

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Denver Regional Council of Governments | Regional Housing Needs Assessment | CO | 2024
Led the development of the first regional housing needs analysis and strategy for the Denver Regional Council of Governments, creating a framework to address current underproduction and future housing needs across various demographic groups, integrated with Metro Vision objectives.

City of Burien | Economic Development Action Plan | WA | 2024
Leading stakeholder engagement and developing an action plan to advance the City's economic development objectives.

City of Seattle | Middle Housing Analysis | WA | 2024
Analyzed development feasibility and conducted spatial assessments for middle housing allowances in Seattle's low-density zones. Supported the City's planning goals by providing insights into potential market utilization, aligned with the 20-year housing forecast.

City of Marysville | Housing Action Plan | WA | 2024
Developed and integrated a Housing Action Plan into Marysville's Comprehensive Plan, guiding informed decisions, identifying changes for zoning, codes, and fostering a responsive approach to housing and land use.

City of Tacoma | Home in Tacoma Phase II | WA | 2024
Developed and tested middle housing policy options and affordable housing incentives for Tacoma's Comprehensive Plan update, using pro forma analysis to assess the feasibility of housing prototypes and promote equity-centered strategies.

City of Los Angeles | Family Friendly Housing | CA | 2023
Conducted policy research, zoning code analysis, and provided insights for the City of Los Angeles's zoning code update, promoting inclusive multifamily development with diverse housing options.

AARP National | Middle Housing Model Ordinance | Nationwide | 2023
Developed a Model Act and guide for statewide legislation to re-legalize middle housing. Provided options, example language, and pointers for customization. Supported AARP in expanding middle housing options nationwide, guiding policy decisions and development.

City of Vancouver | Equitable Development Plan | WA | 2023
Led the next phase in the Heights District project, conducting community outreach, market analysis, and feasibility studies for equitable development, culminating in receiving the 2023 Washington Governor's Smart Communities Award for an affordable housing vision.

Missoula Midtown Association | Master Plan | MT | 2023
Developed a comprehensive Master Plan for Missoula Midtown through extensive community engagement, producing strategies for housing, employment, and transportation options.

City of Vancouver | Vancouver MFTE Program Effectiveness | OR | 2023
Evaluated and realigned Vancouver's MFTE program to match local incomes, exploring expanded geographic areas and criteria for expansion, while identifying housing market deficiencies, incentives for family-sized units, and strategies for social equity and climate action.

Association of Bay Area Governments (ABAG) | Missing Middle Housing Workgroup | CA | 2022
Collaborated with Baird + Driskell and Opticos Design, aiding ABAG's working group on middle housing. Led discussions on market dynamics, affordability, and development feasibility. Generated reports and crafted an interactive tool for local jurisdictions to assess policy impacts on middle housing viability in the Bay Area.

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CHRIS BLAKNEY

Project Director + Partner

Chris joined ECOnorthwest as a Project Director in 2019. Chris' professional expertise is established at the cross-section of development economics and economic development. Chris works with a range of public and private sector clients to develop strategic actions that address challenging policy questions around affordable housing, land use, economic development, and growth management. Prior to joining ECOnorthwest, Chris served as an in-house economist for a leading Architecture and Engineering firm advising architects on the economics of design alternatives. Chris has been an active member of the International Economic Development Council and the Commercial Real Estate Development Association (NAIOP).

EDUCATION

- B.A. Economics (Mathematics and Domestic Policy emphasis), Pacific Lutheran University
- Certificate in Economic Development, University of Oklahoma Economic Development Institute

AREAS OF EXPERTISE

- Economic Opportunities Analysis
- Economic Impact Analysis
- Real Estate Market Analysis
- Affordable Housing
- Housing Element Updates
- Employment Site Analysis
- Economic Development

RELEVANT EXPERIENCE

City of Benicia | Economic Development Services | CA | Ongoing
Providing on-call services, including tracking economic indicators, website management, business recruitment, and leading a placemaking assessment for Downtown Benicia.

LA Metro | Planning and Development Services | CA | Ongoing
On-call contract to provide planning and development services across various disciplines.

City of Los Angeles | Economic Analysis | CA | Ongoing
Providing fiscal and economic analysis, research, and consulting services for the City of Los Angeles' Office of Economic Analysis on new and proposed legislation, regulations, policies, ballot initiatives, major economic projects, tax measures, and more.

City of Riverside | River District Study | CA | 2025
Assisting with the strategic development and implementation of a River District in Riverside, conducting an economic feasibility study, and identifying opportunities for access to natural habitats, public spaces, and private development along the Santa Ana River.

City of Alhambra | Economic Development Action Plan | CA | 2025
Conducting economic and market analysis for the City of Alhambra, located in the San Gabriel Valley region to support City staff in creating an Economic Development Action Plan.

Gateway Cities Council of Governments | Parametric Modeling of Land Use Change | CA | 2024
Assisting in conducting a financial feasibility analysis and market-supported assessment of housing capacity in Gateway Cities, CA, focusing on the impact of land use changes on housing affordability.

City of Alhambra | Alhambra Housing Element | CA | 2024
Developed a model to identify optimal taxlot aggregation opportunities in higher resource locations to meet lower-income RHNA allocations; integra

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market feasibility analysis with multilingual community engagement to inform policy for the City of Alhambra's 6th Cycle Housing Element Update.

City of Gilroy | Inclusionary Housing Framework and Affordable Housing Incentives | CA | 2024
Assessed the feasibility of an Inclusionary Housing Ordinance for Gilroy's 6th Cycle Housing Element Update, conducted workshops and market impact analysis to evaluate the effects of inclusionary policies on local housing development.

Columbia River Economic Development Council | Clark County Economic Development Plan | WA | 2024
Analyzed countywide existing conditions, engaging public and private sector stakeholders, and refreshing the existing plan and subsequent economic development strategies.

City of Sandy | Retail Analysis | OR | 2024
Provided a retail market assessment of Downtown Sandy in support of strategies that assist commercial retail businesses post-pandemic.

City of Carmel-by-the-Sea | Housing Feasibility Analysis | CA | 2023
Delivered high-level market assessment and redevelopment feasibility analysis for Carmel-by-the-Sea as a precursor to the city's Housing Element Update.

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ERIK BAGWELL

Senior Project Manager

Erik joined ECOnorthwest in 2019. He has a decade of experience in public finance and affordable housing. He specializes in affordable housing development, real estate finance, and policy analysis, and applies these skills across an array of economic, real estate, and urban, suburban and rural development projects. Prior to joining ECOnorthwest, Erik worked in the Credit & Underwriting team for the New York City Department of Housing Preservation and Development, specializing in financial feasibility analyses, pro forma analysis, cash flow modeling, and gap financing, for rent-restricted, multifamily affordable housing development.

EDUCATION

- M.S. Urban Policy and Management, The New School, New York
- B.A. Political Science, University of New Mexico

AREAS OF EXPERTISE

- Affordable Housing Development
- Real Estate Finance
- Policy Analysis
- Early Childhood Education

RELEVANT EXPERIENCE

King County | Affordable Housing Bond | WA | Ongoing
Conducting targeted analytics to support King County's Regional Workforce Housing Initiative by assessing market conditions, refining income targeting strategies, and evaluating financing mechanisms to enhance housing affordability and financial sustainability.

Fresno County | Affordable Housing Trust Fund | CA | 2024
Evaluated the feasibility of a housing trust for Fresno County to leverage funds for affordable housing development; researched various trust fund models and assessing potential partnerships for local, countywide, or regional implementation.

Oregon Housing and Community Services | Affordable Housing and Early Childhood Education Co-Location Fund | OR | 2024
Studied opportunities and constraints of collocating LIHTC affordable housing with Early Childhood Education facilities for Oregon Housing and Community Services, leading to the design of a $10 million funding program and a grant agreement with four Community Development Financial Institutions.

City of Tucson | Equitable TOD Market Assessment | AZ | 2024
Provided housing financial and development services for planning, underwriting, acquisition, renovation, and production of affordable residential and mixed-use properties in Tucson, Arizona.

City of Bakersfield | Affordable Housing Strategy | CA | 2024
Evaluated existing housing policies, developing a comprehensive Affordable Housing Strategic Plan for Bakersfield. Outcomes: established a $5 million affordable housing trust fund via matching grants, implemented programs for accessory dwelling units and developer fee mitigation, and compiled suitable housing sites for the City's update.

Port of Port Townsend | Affordable Site Analysis | WA | 2023
Provided a feasibility analysis for market rate and affordable housing on a city-owned surplus site.

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City of Bakersfield | Downtown Capacity Analysis | CA | 2023

Analyzed existing conditions and conducted a real estate feasibility study for the City of Bakersfield's goal to house 10,000 residents in its Downtown core by 2030. Provided insights into existing capacity, identified development challenges, and recommended strategies for increased development capacity.

City of Bainbridge Island | Affordable Housing Site Analysis | WA | 2022

Evaluated city-owned site for accommodating affordable housing development.

City of Tucson | Affordable Housing Financial Analysis Services | AZ | 2022

Evaluated the financial and development implications of its voluntary inclusionary zoning program as well as leveraging additional incentives to spur development. Identified site acquisition opportunities suitable for LIHTC affordable housing development. Developed a scoring and ranking methodology to prioritize sites for acquisition according to local policy priorities and to leverage additional tax credit equity. Analyzed the financial feasibility of affordable housing development on two City-owned parcels.

TriMet | TriMet SW Corridor Planning | OR | 2020

Assessed impacts of ETOD on 20,000+ parcels along proposed Southwest Corridor; evaluated development feasibility, market-oriented, and affordable ETOD on 500+ parcels; assessed housing designs on 50 potential sites. Identified strategic approaches for joint development, showcasing ECO's expertise.

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KRYN SAUSEDO

Senior Project Manager

With a decade of experience in the public sector, Kryn is adept at managing economic development projects and crafting actionable strategies. His portfolio includes statewide recovery plans, local economic resiliency strategies, small business support programs, and innovation hub development plans. He prioritizes collaboration and values the insights of local stakeholders, combining data with lived experiences in an iterative process to develop effective and thoughtful solutions.

EDUCATION

- M.P.M. Carnegie Mellon University, H. John Heinz School of Public Policy and Management
- B.A. International Studies University of Wisconsin at Madison

AREAS OF EXPERTISE

- Public Finance
- Economic Development
- Development and Redevelopment Economics
- Infrastructure Funding
- Urban Renewal
- Small Business Development
- Community Benefits Agreements
- Business District Support
- Brownfield Development

RELEVANT EXPERIENCE

City of Benicia | Economic Development Services | CA | Ongoing
Providing on-call services, including tracking economic indicators, website management, business recruitment, and leading a placemaking assessment for Downtown Benicia.

City of Bothell | Economic Vitality Plan | WA | Ongoing
Conducting market analysis, stakeholder engagement, and strategic planning for short- and medium-term economic initiatives as part of Bothell's Economic Vitality Plan. The project aims to boost business growth by supporting local microenterprises, fostering economic generators in neighborhoods, and attracting diverse businesses.

City of Des Moines | Economic Develpment Element | WA | 2025
Updated the Economic Development Element to diversify the economy, enhance infrastructure, expand employment options, and upgrade amenities like the marina for improved connectivity and vitality.

Columbia River Economic Development Council | Clark County Economic Development Plan | WA | 2024
Analyzed countywide existing conditions, engaging public and private sector stakeholders, and refreshing the existing plan and subsequent economic development strategies.

Business Oregon | Strategic Planning | OR | 2024
Developed a comprehensive three-year strategic plan for Business Oregon, including a SWOT analysis and strategic consultation, aligning with the Department's mission, vision, and values, while incorporating data-driven approaches to serve Oregon's regional communities.

City of Salem | Economic Development, Financial Analysis | OR | 2024
Provided economic development and financial analysis services to support capital projects and Urban Renewal Agency initiatives, including market research, project analysis, strategy development, and financial services.

City of Carmel | Market and Positioning Study | IN | 2023
Conducted a city-wide market analysis and developed a positioning strategy to help the Department of Community Services understand the real estate market and plan for post-pandemic growth.

ECOnorthwest
IMPACT THROUGH INSIGHT

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Ashland Chamber of Commerce | Economic Diversification Strategy | OR | 2023

Worked with the Ashland Chamber of Commerce to create an Economic Diversification Strategy through stakeholder engagement, data analysis, case study research, and SWOT analysis, with the desired outcome of an actionable economic resiliency plan for Ashland.

Oregon DLCD | Tualatin Housing Implementation Plan | OR | 2023

Collaborated with DLCD to deliver HB 2003 compliant products for Oregon, including Housing Needs Analyses, prototype Housing Production Strategies, and Housing Strategy Implementation Plans for the City of Tualatin.

City of Beaverton | Downtown Equity Strategy | OR | 2022

Identified and evaluated strategies for guiding future investment, programs, and redevelopment in downtown Beaverton. Collaborated with culturally-specific organizations, using data sources and community engagement to highlight at-risk populations and businesses. Provided recommendations for promoting a multicultural downtown business core.

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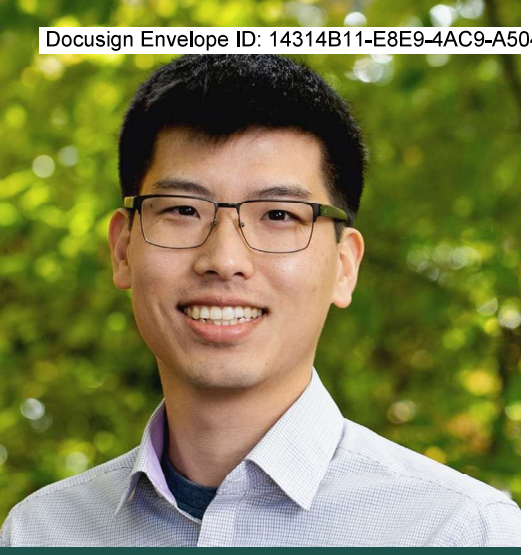

JAMES KIM

Project Manager

James brings a perspective from land use planning to help decision-makers answer important policy questions: improving housing affordability, reducing homelessness, promoting socioeconomic and racial equity, reducing greenhouse gas emissions, designing urban environments for walkability and healthy living, and understanding fiscal impacts of policy alternatives. He evaluates the intersection of market dynamics and regulatory incentives through financial modeling, pro forma analysis, and academic literature reviews. He also focuses on housing policy research and transit-oriented development. Prior to joining ECOnorthwest in 2019, James worked at the Federal Aviation Administration drafting regulations on user fees and conducting financial analysis of internal investments.

EDUCATION

- M.A. Public and International Affairs, Princeton University
- B.S.B.A. Finance, Georgetown University

AREAS OF EXPERTISE

- Affordable Housing
- Economic Development
- Land Use Planning
- Real Estate Investment
- Statistical Inference
- Transit-Oriented Development

RELEVANT EXPERIENCE

City of Gilroy | Inclusionary Housing Framework and Affordable Housing Incentives | CA | 2024
Assessed the feasibility of an Inclusionary Housing Ordinance (IHO) for Gilroy's 6th Cycle Housing Element Update, conducted workshops and market impact analysis to evaluate the effects of inclusionary policies on local housing development.

City of Seattle | Middle Housing Analysis | WA | 2024
Analyzed development feasibility and conducted spatial assessments for middle housing allowances in Seattle's low-density zones. Supported the City's planning goals by providing insights into potential market utilization, aligned with the 20-year housing forecast.

City of Tacoma | Home in Tacoma Phase II | WA | 2024
Developed and tested middle housing policy options and affordable housing incentives for Tacoma's Comprehensive Plan update, using pro forma analysis to assess the feasibility of housing prototypes and promote equity-centered strategies.

City of Los Angeles | Family Friendly Housing | CA | 2023
Conducted policy research, zoning code analysis, and provided insights for the City of Los Angeles's zoning code update, promoting inclusive multifamily development with diverse housing options.

City of Bothell | Middle Housing | WA | 2023
Conducted feasibility analysis examining efficacy of various middle housing regulatory initiatives.

Missoula Midtown Association | Master Plan | MT | 2023
Developed a comprehensive Master Plan for Missoula Midtown through extensive community engagement, producing strategies for housing, employment, and transportation options.

ECOnorthwest
IMPACT THROUGH INSIGHT

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City of Pacific Grove | Pacific Grove Middle Housing Analysis | CA | 2021

Evaluated potential zone changes and development regulations for middle housing types in Pacific Grove, CA, to assess development feasibility and inform next steps for rezoning single-family properties to multiplex products.

UC Berkeley | Silicon Valley Rent Control Analysis 2.0 | CA | 2021

Assessed rent control policies' impact on housing production using an econometric model, analyzing effects on property valuation and development feasibility to inform community policy decisions.

Oregon DLCD | Middle Housing Model Code | OR | 2021

Supported the DLCD post-House Bill 2001 adoption, evaluating regulations' impact on middle housing feasibility. Provided feedback on regulations like parking requirements, lot coverage, advising on design and locational standards for larger cities to apply to middle housing types.

City of Seattle | Affordable Middle Income Housing Advisory Council Research and Analysis | WA | 2020

Evaluated policy options and conducted development feasibility analysis for Seattle's Affordable Middle-Income Housing Advisory Council. Recommendations included revising housing tools, altering standards, proposing funding strategies, and suggesting regulatory improvements to boost middle-income housing production.

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MICHELLE ANDERSON

Senior Project Manager

Michelle joined ECOnorthwest in 2016. She specializes in real estate, land use, and affordable housing policy and development. Michelle is skilled in creating and analyzing financial pro formas, directly engaging with community stakeholders, and employing ArcGIS, SketchUp, and other software to model development feasibility. Prior to joining ECOnorthwest, Michelle worked as a Development Associate for a Portland-area real estate firm where she was responsible for both affordable and conventional multi-family housing development. With degrees in economics and urban and regional planning, Michelle is versed in public policy issues ranging in scale from the neighborhood to the regional level. Michelle is always eager to improve communities through policy solutions that mutually benefit the public and private sectors.

EDUCATION

- Graduate Certificate in Real Estate Development, Portland State University
- M.U.R.P. Portland State University
- B.A. Economics, Sweet Briar College

AREAS OF EXPERTISE

- Real Estate
- Land Use
- Affordable Housing Policy and Development

RELEVANT EXPERIENCE

City of Sparks | Housing Affordability Audit | NV | Ongoing
Evaluating policies, zoning standards, and financial incentives to promote affordable housing production in Sparks, NV. Conducting land use reviews, developer interviews, and financial feasibility analysis to support a range of income-restricted and naturally occurring affordable housing options.

City of Vancouver | Comprehensive Plan Update | WA | Ongoing
Supporting the City of Vancouver's Comprehensive Plan update, focusing on housing, economics, and equity analysis. Aimed to create an updated policy framework for land use responding to evolving community trends, with a 20-year horizon and a vision for 2045.

City of Eugene | Housing Needs Analysis, Economic Opportunities Analysis, and Housing Production Strategy | OR | Ongoing
Crafting a housing needs analysis, economic opportunities assessment, and housing production strategy for the City of Eugene. Reviewing the urban growth boundary's sufficiency and potentially suggesting land use efficiency measures for increased development capacity.

Kitsap County | Comprehensive Plan Update | WA | 2024
Analyzed housing affordability, economic development, and development regulations, to inform Comprehensive Plan updates. Developed policies to address evolving community needs and promote sustainable growth.

City of Salem | Economic Development, Financial Analysis | OR | 2024
Provided economic development and financial analysis services to support capital projects and Urban Renewal Agency initiatives, including market research, project analysis, strategy development, and financial services.

City of Bakersfield | Downtown Capacity Analysis | CA | 2023
Analyzed existing conditions and conducted a real estate feasibility study for the City of Bakersfield's goal to house 10,000 residents in its Downtown

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IMPACT THROUGH INSIGHT

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core by 2030. Provided insights into existing capacity, identified development challenges, and recommended strategies for increased development capacity.

City of Tacoma | Home in Tacoma Phase II | WA | 2024
Developed and tested middle housing policy options and affordable housing incentives for Tacoma's Comprehensive Plan update, using pro forma analysis to assess the feasibility of housing prototypes and promote equity-centered strategies.

City of Redmond | Economic Study of Centers | WA | 2024
Assisted the City in overhauling incentive packages for the Overlake, Downtown, and Marymoor Village centers, transitioning to a points-based structure that includes affordable housing, inclusive design, open space, public services, green building, and building site form and uses.

City of Tucson | Equitable TOD Strategic Plan | AZ | 2023
Evaluated development opportunities, defined station area typologies, and assesses TOD funding options for an equitable TOD strategy along a 14.5-mile Tucson BRT corridor as a sub-consultant to Cushing Terrell.

City of Spokane Valley | MFTE Analysis | WA | 2023
Assisted the City of Spokane Valley by evaluating different MFTE program options.

City of Langley | Housing Action Plan | WA | 2023
Evaluated existing conditions, developed housing needs analysis report, drafted Housing Action Plan, outlined inclusionary zoning options; final deliverables provided Langley with detailed roadmap for sustainable, equitable housing policies.

City of Vancouver | Equitable Development Plan | WA | 2023
Led the next phase in the Heights District project, conducting community outreach, market analysis, and feasibility studies for equitable development, culminating in receiving the 2023 Washington Governor's Smart Communities Award for an affordable housing vision.

City of Vancouver | Vancouver MFTE Program Effectiveness | OR | 2023
Evaluated and realigned Vancouver's MFTE program to match local incomes, exploring expanded geographic areas and criteria for expansion, while identifying housing market deficiencies, incentives for family-sized units, and strategies for social equity and climate action.

City of Olympia | MFTE Analysis | WA | 2022
Provided strategic analysis of Olympia's Multifamily Tax Exemption Program, using financial modeling to evaluate proposed changes for encouraging market-rate and affordable housing development. Recommended restructuring program and expanding eligibility to maximize production of needed housing in alignment with City's Housing Action Plan.

City of Auburn | Housing Action Plan | OR | 2021
Prepared a housing action plan, updated the housing element of the comprehensive plan, and developed an interactive policy tool to demonstrate the impacts of housing policies on supply and displacement.

City of Tukwila | Housing Action Plan | WA | 2021
Assessed housing needs and gaps based on market and job trends, developed a housing action plan per HB 1923, including strategies for Transit-Oriented Development, and collaborated with the city to improve housing policies.

City of Burien | Housing Action Plan | WA | 2021
Prepared Burien's Housing Action Plan aligning with South King County's regional HAP Framework (led by ECOnorthwest), updating the city's comprehensive plan. Analyzed housing inventory, needs, demographics, and

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MACKENZIE VISSER

Project Manager

Mackenzie specializes in affordable housing, housing policy, and financial analysis. Prior to joining ECOnorthwest, Mackenzie worked with the Washington State Housing Finance Commission to analyze the impact of cost containment policies on Washington Low-Income Housing Tax Credit allocation. Mackenzie also has prior experience in direct service, providing housing case management and financial assistance for domestic violence survivors in King County. Mackenzie is passionate about advocating for vulnerable communities within local housing and homelessness systems and focused her MPA work on equitable and affordable housing development policy.

EDUCATION

- M.P.A. Public Administration, University of Washington
- B.A. Political Science, University of Michigan

AREAS OF EXPERTISE

- Housing Policy
- Affordable Housing
- Financial Analysis

RELEVANT EXPERIENCE

City of Prineville | Economic Opportunities Analysis and Urban Growth Boundary Expansion Analysis | OR | Ongoing
Helping Prineville to update its economic opportunities analysis in preparation for a potential UGB expansion for a biomass industrial facility.

City of Sparks | Housing Affordability Audit | NV | Ongoing
Evaluating policies, zoning standards, and financial incentives to promote affordable housing production. Conducting land use reviews, developer interviews, and financial feasibility analysis to support a range of income-restricted and naturally occurring affordable housing options.

Regional Transportation Commission of Southern Nevada | Southern Nevada Strong Regional Plan Update | NV | Ongoing
Leading the Southern Nevada Strong Regional Plan update. The process includes data analysis, stakeholder engagement, and scenario planning to address housing, climate resilience, and equity. The final plan will provide a roadmap with a regional housing strategy and implementation metrics.

City of Eugene | Housing Needs Analysis, Economic Opportunities Analysis, and Housing Production Strategy | OR | Ongoing
Crafting a housing needs analysis, economic opportunities assessment, and housing production strategy for the City of Eugene. Reviewing the urban growth boundary's sufficiency and potentially suggesting land use efficiency measures for increased development capacity.

City of Vancouver | Comprehensive Plan Update | WA | Ongoing
Supporting the City of Vancouver's Comprehensive Plan update, focusing on housing, economics, and equity analysis. Aimed to create an updated policy framework for land use responding to evolving community trends, with a 20-year horizon and a vision for 2045.

City of Marysville | Housing Action Plan | WA | 2024
Developed a Housing Action Plan for Marysville's Comprehensive Plan, guiding informed decisions, identifying changes for zoning, codes, and fostering a responsive approach to housing and land use.

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IMPACT THROUGH INSIGHT

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Washington State Department of Commerce | Middle Housing Model Ordinance | WA | 2025
Crafted model ordinances for middle housing adoption, aligning with HB 1110 legislation. Aimed at creating adaptable ordinances for diverse-sized cities to effectively implement middle housing solutions statewide.

City of Louisville | Housing Plan | CO | 2024
Conducted comprehensive housing needs assessment for Louisville, identifying current housing gaps and projecting future needs. Analyzed inclusionary housing program, recommending enhancements and proposing a voluntary inclusionary bonus program to increase affordable housing development.

City of Issaquah | Housing Strategy Implementation | WA | 2023
Supported implementation of Issaquah's Housing Strategy by analyzing barriers to condominium development and conducting a financial feasibility study on expanding inclusionary zoning and middle housing types. Provided recommendations to amend zoning regulations to increase multifamily and middle housing projects.

City of Bothell | Middle Housing | WA | 2023
Conducted feasibility analysis examining efficacy of various middle housing regulatory initiatives.

City of Milwaukie | Housing Capacity Analysis & Housing Production Strategy | OR | 2023
Developed a Housing Production Strategy (HPS) in collaboration with City staff, outlining ten tools and policies. Informed by a technical advisory committee and interviews, crafted to meet OAR 660-008 requirements. City Council unanimously adopted in June 2023, affirming commitment to Milwaukie's housing needs.

City of Newberg | Housing Production Strategy | OR | 2023
Developed a housing production strategy for the City of Newberg, building on the housing capacity analysis completed the previous year.

U.S. DOT FTA | Land Use Oversight | Nationwide | 2023
Supported U.S. DOT FTA in evaluating and rating land use and economic development effects for Capital Investment Grants projects, including assessments of transit-supportiveness and policy guidance for assessing land use impacts around transit stations

Southern California Association of Governments | Affordable Housing Funding Strategy | CA | 2023
Collaborated with the Westside Cities Council of Governments and the Southern California Association of Governments to develop a framework for a Westside Subregional Affordable Housing Funding Program, identifying innovative funding strategies to secure dedicated revenue for accelerated housing production.

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JOSIE RADEMACHER

Associate

Josie joined ECOnorthwest in 2024 as an Associate. She specializes in public outreach, code development, urban design, and planning efforts such as subarea and comprehensive plans. Prior to joining ECOnorthwest, Josie worked as a planner for Washington cities on current and long-range planning projects. These projects included development review, code updates, middle housing implementation, subarea planning, comprehensive plan updates, and public engagement. She is passionate about advancing livable, equitable communities by integrating design thinking, planning, and public engagement to address housing challenges and shape resilient cities for the future.

EDUCATION

- Graduate Certificate in Urban Design, Portland State University
- B.A. Urban Planning and Sustainable Development, Western Washington University

AREAS OF EXPERTISE

- Public Outreach
- Code Development
- Urban Design
- Subarea and Comprehensive Planning

RELEVANT EXPERIENCE

City of University Place | Town Center Business District Plan | WA | Ongoing

Conducting market analysis, stakeholder engagement, and urban design planning to support sustainable development and reinforce the University Place Town Center as a community and commercial hub in alignment with smart growth principles.

Regional Transportation Commission of Southern Nevada | Southern Nevada Strong Regional Plan Update | NV | Ongoing

Leading the Southern Nevada Strong Regional Plan update. The process includes data analysis, stakeholder engagement, and scenario planning to address housing, climate resilience, and equity. The final plan will provide a roadmap with a regional housing strategy and implementation metrics.

City of Vancouver | Comprehensive Plan Update | WA | Ongoing

Supporting the City of Vancouver's Comprehensive Plan update, focusing on housing, economics, and equity analysis. Aimed to create an updated policy framework for land use responding to evolving community trends, with a 20-year horizon and a vision for 2045.

Kitsap County | Silverdale Market Study | WA | Ongoing

Assessing economic conditions and market potential of the Silverdale Regional Center subarea to inform strategy development and subarea planning. The study analyzes existing conditions, growth trends, and development opportunities, evaluates the feasibility of development scenarios, and assesses potential economic impacts, aligning with PSRC VISION 2050 Guidance for Regional Growth Center Plans.

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26-012

PROFESSIONAL SERVICES MASTER AGREEMENT (ON-CALL PLANNING)

BETWEEN

CITY OF BENICIA AND

FCS International, Inc. dba FirstCarbon Solutions

This Professional Services Master Agreement ("Agreement") is dated July 1, 2025, and is by and between the City of Benicia, a political subdivision of the State of California ("CITY") and FCS International, Inc. dba FirstCarbon Solutions, a California Corporation located at pschultz@fcs-intl.com, licensed to do business in California, ("CONTRACTOR") relating to FCS International - Planning Master Service Agreement (FY26-27) Services (“Services").

1. Agreement

1.1. 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 by the City Manager, or designee who is hereby authorized to execute any Task Order and issue a Notice to Proceed, without further action by the City Council, provided the Task Order is within the total authority of this Master Service Agreement. Amendments to this Master Service Agreement require City Council approval.

Services may include, but not be limited to:

A. Environmental Review

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.

1.2. Term of Agreement

A. This Agreement will conclude on June 30, 2027 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.

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1.3. 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.

1.4. Compensation

CONTRACTOR shall be compensated, a total value not to exceed $325,000 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 not to exceed 5% or the current year's February change of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Francisco-Oakland-Hayward, CA index, whichever is lower, and must seek CITY's authorization for rate changes. 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.

1.5. 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 in excess of $1,000.00, where prevailing wages are required by 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 City's Public Works 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 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. CONTRACTOR shall comply fully with Labor Code Section 1777.5 in the hiring of

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apprentices for work relating to the Agreement. If the Agreement exceeds $2,000 and is funded with federal funds, then CONTRACTOR shall pay federal Davis Bacon wages and comply with applicable federal requirements.

B. 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.

C. CONTRACTOR, where applicable, 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.

1.6. 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. **Patent Rights, Copyright, Trade Secrets:** CONTRACTOR 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.

C. **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 artd will survive termination of this Agreement.

D. **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.

E. **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.

F. **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.

G. **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

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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

1.7. 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.

1.8. 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.

1.9. 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.

1.10. 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

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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 based on a final invoice from the CONTRACTOR.

1.11. 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 I 101, 1102and1102.1; 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.

1.12. 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. § l8700(a) (2))

1.13. 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.

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CONTRACTOR shall have responsibility for and control over the means of providing services under this Agreement.

1.14. 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.

1.15. 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.

1.16. 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.

1.17. 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.

1.18. 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.

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1.19. 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.

1.20. 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.

1.21. 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: Stacy Hofacre

Senior Management Analyst

shofacre@ci.benicia.ca.us

To Contractor: C. Patrick Schultz

Chief Operating Officer

2999 Oak Drive, Suite 250, Walnut Creek, California 94597

1.22. 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.

1.23. 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.

2. Insurance Requirements

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2.1. INSURANCE REQUIREMENTS

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated July 1, 2025, by and between FCS International, Inc. dba FirstCarbon Solutions, hereinafter referred to as "Contractor", and the City of Benicia, hereinafter referred to as "City", providing for professional services.

2.2. 1. Contractor's Duty to Show Proof of Insurance

Contractor, 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 Contractor's acts, errors, or omissions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Contractor shall not perform any work under this Agreement until Contractor 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, Contractor 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, Contractor 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. Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or City as an additional insured.

2.3. 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 Contractor'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. Contractor 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.

2.4. Workers' Compensation Insurance

Contractor shall submit written proof that Contractor is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

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

2.5. 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.

2.6. 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.

2.7. Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Contractor, at Contractor'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.

2.8. Insurance terms and conditions:

3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Contractor shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Contractor 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. Contractor 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.

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3.3 If Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor 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 Contractor is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Contractor'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 Contractor'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 Contractor 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 Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor. City, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Contractor 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 Contractor 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 Contractor and its Subcontractors shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Contractor's fees under this Agreement (and the fee of its Subcontractors under Subcontractor agreements) shall be reduced by the amount of insurance

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premiums that may be avoided by Contractor and its Subcontractors 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 Contractor's and Subcontractors policies. Construction Manager and its Subcontractors shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

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

Signed by:
By: C. Patrick Schultz 6/19/2025
B3AC5BF245884D5...
C. Patrick Schultz

Its: COO

"City"

By: _____

Its: _____

"Department"

By: _____

Its: _____

"City Attorney"

By: _____

Its: City Attorney

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Exhibits List

A - Scope of Work

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Exhibit A

Scope of Work

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PROPOSAL TO PROVIDE

On-Call Planning Services (RFP No. 25-063)

SUBMITTED TO

City of Benicia

Community Development Department
250 East L Street
Benicia, CA 94510

April 7, 2025

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FCS
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Walnut Creek, CA 94597

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+1 714 508 4100
Fax +1 714 508 4110
Email info@fcs-intl.com

firstcarbonsolutions.com

April 7, 2025

Stacy Hofacre, Permit Services Analyst
City of Benicia
Community Development Department
250 East L Street
Benicia, CA 94510

Subject: Proposal to Provide On-Call Planning Services (RFP No. 25-063)

Dear Ms. Hofacre:

Home to 28,000 residents, the City of Benicia (City) is a waterfront community that is known for its vintage architecture, historic landmarks, and numerous leisure attractions. In its commitment to maintain the community's standards, the City's Community Development Department is seeking qualified firms to assist with the preparation of environmental documents in compliance with the ***California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA)*** and ***Grant Applications and Management***.

FCS International, Inc., doing business as FirstCarbon Solutions (FCS), is interested and committed to providing on-call planning and consulting services to support the City's development, including housing and housing-related projects. We are uniquely qualified to become one of the City's consultants for the following reasons:

- **We have experience in providing services for various projects in Solano County (County).** For more than 24 years, FCS has provided on-call planning and consulting and CEQA/NEPA documentation services for projects within the County. In that time, we have completed or are currently completing 92 projects in the County; two of which are in the City. Our projects within the County include the preparation of an Initial Study/Mitigated Negative Declaration (IS/MND) and technical studies for the **Superior Self-storage Facility Project**, an IS/MND for the **Fairfield Justice Center Asset Protection Project**, an Initial Study/Consistency Checklist and technical studies for the **Dixon Gateway Property**, Environmental Impact Reports (EIRs) for the **Suisun Logistics Project** and **Arroyo Lago Development Project,** and EIRs for the **City of Pleasanton's 2023–2031 (6th Cycle) Housing Element Update and Addendum to the City of Pleasanton Housing Element and Climate Action Plan** (CAP) **General Plan Amendment and Rezoning Supplemental EIR for the Avalon Bay Pleasanton Project**. We are currently providing peer review services for the Addendum and technical studies for the **Vacaville North Village Specific Plan Amendment Project**, as well as NEPA and CEQA services for the **Dixon Corp Yard Affordable Workforce Housing Development**. Our familiarity with the County, its environmental concerns, and review processes will allow FCS to support the City in preparing environmental documents that are legally defensible and technically sound.

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FCS

- **FCS specializes in providing on-call services to clients under multi-year contracts.** FCS currently holds 135 on-call contracts with clients throughout the State, including the counties of Solano and Marin; the cities of Suisun City, American Canyon, Cotati, Petaluma, Rohnert Park, and Santa Rosa; the towns of Tiburon and Windsor; the Solano Community College District; and the Sonoma County Water Agency. All of our current on-call contracts involve environmental consulting services that are similar in scope and complexity to those requested by the City. We have a proven ability to manage and execute multiple, simultaneous complex projects of different types without compromising our quality standards.

- **We provide a breadth of services.** FCS brings a wealth of expertise in CEQA and NEPA documentation, air quality/greenhouse gas (GHG) emissions and energy analysis, noise analysis, and biological and regulatory compliance, cultural, grant writing, hazardous materials, and visualization/Geographic Information System (GIS) services. With a wide range of service areas, FCS can provide the City with the innovative, comprehensive solutions that best address the City's unique needs and challenges.

- **We have an experienced Grant Team.** FCS's Grant Team has extensive experience in providing grant research, grant writing, and grant compliance reporting. With the support of highly skilled environmental specialists and technical experts, the Grant Writing Team ensures that complex federal and State grant requirements are properly addressed. FCS values the role of good grant writing compliance reporting as this ensures a sustainable funding relationship with grant-making entities. FCS will ensure that the highest level of quality is present in the documentation needed for grant administration and management.

- **We have a highly experienced team.** The FCS team has a wealth of experience in providing on-call planning and consulting and CEQA/NEPA documentation services for numerous Bay Area projects. FCS's Project Directors, **Mary Bean and Janna Waligorski, MA**, have a combined 47 years of experience in managing the preparation of CEQA/NEPA documentation. FCS's Project Managers, **Prathna Maharaj, MURP, AICP**, **Amber Sharpe, MS**, **Rachel Krusenoski**, and **Madelyn Dolan,** have a combined 37 years of experience. Our Project Managers will be supported by a cadre of technical specialists who are highly qualified individuals with demonstrated responsiveness, technical capabilities, qualifications, and education required to meet the City's needs. Our depth of technical staff in all disciplines ensures the successful and seamless completion of project deliverables.

Thank you for taking the time to review our proposal. If you have any questions or would like to discuss your specific needs in more detail, please contact me at 415.713.5223 or mbean@fcs-intl.com

Sincerely,

FirstCarbon Solutions

Mary Bean

Mary Bean, Project Director

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FCS

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Appendix A: Resumes

Appendix B: Proposal Authorization Form

FCS

Project Organization

Name of Subcontractors

FCS maintains long-standing relationships with hundreds of local specialty firms (subconsultants) that can provide specific technical services as needed, including engineering services (civil, construction, structural, transportation, hydraulic); economic/demographic analyses; geotechnical and geological services; water and groundwater engineering, planning, and permitting; hazards-related services, including Phase I Environmental Site Assessment (ESA); and traffic/circulation planning, analysis, and related services. FCS will work with the City to identify qualified subconsultants on a case-to-case basis to ensure that all of the City's project and technical needs can be met expeditiously and in a cost-effective manner.

Project Organization Chart

Our proposed management structure is illustrated in the organization chart below:

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FCS

Description of Responsibilities

In this section, we provide brief descriptions of the overall capabilities, areas of expertise, and responsibilities of key personnel. Resumes of these key individuals are included in *Appendix A: Resumes*.

Project Directors

If awarded the on-call contract, the following Project Directors will provide senior oversight in all aspects of project delivery, including the performance of work, the preparation of environmental documents, and the coordination of quality assurance/quality control (QA/QC) activities.

Mary Bean has more than 30 years of experience managing the preparation of CEQA and NEPA documents in both the public and private sectors. She is knowledgeable about a broad range of environmental topics, backed by her experience in the field, research, technical writing, and planning. She specializes in leading interdisciplinary teams in the preparation of technical studies that support environmental clearance at the local, State, and national levels. Her depth of experience allows her to effectively strategize with clients about the most efficient approach to environmental review. In her 13 years with FCS, Ms. Bean has successfully led FCS's services on more than 800 projects. Ms. Bean will be the City's primary point of contact during the evaluation period of the proposal.

Janna Waligorski, MA, has more than 17 years of experience managing the preparation of CEQA and NEPA documentation, and has extensive experience preparing a wide range of planning and environmental impact analysis documents for jurisdictions throughout California. She has actively overseen the compilation and completion of EIRs, IS/MNDs, Environmental Assessments (EAs), Addenda, and Mitigation Monitoring and Reporting Programs (MMRPs). She has completed CEQA and/or NEPA documentation for mixed-use, residential, commercial, retail, transportation, industrial, recreational, and institutional projects, with extensive work on constraints analyses, land use compatibility, transportation and circulation issues, farmland conversion, and visual impacts (aesthetics). Ms. Waligorski also offers experience in GIS and graphic applications, which allows her to understand and articulate complex spatial concepts.

Project Managers

In addition to overall project management, the following Project Managers will oversee the CEQA and NEPA documentation services, including regulatory compliance guidance, public meeting facilitation, and coordination of internal team members and subconsultants.

Prathna Maharaj, MURP, AICP, is an Environmental Project Manager with more than 7 years of experience in public and private sector planning. Ms. Maharaj specializes in environmental analysis and has worked on a range of residential, commercial, industrial, and infrastructure projects. She has experience with annexation projects requiring public service and utility demand forecasting and inter-agency coordination service provision. She also worked on program-level environmental documents for specific plans, general plan updates, and infrastructure plans. Ms. Maharaj has developed a strong understanding of land use and housing policy at the University of California, Irvine, Master of Urban and Regional Planning program, where she focused on

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sustainable community development. Furthermore, she has strong written and verbal communication skills and has provided support for a range of planning efforts.

Amber Sharpe, MS, has more than 16 years of experience in environmental consulting, planning, project management, National Pollutant Discharge Elimination System (NPDES) permit compliance, and proposal management. She specializes in the preparation of CEQA- and NEPA-compliant environmental documents for long-range plans and residential, commercial, office, mixed-use, industrial, and institutional projects. In addition, she has a wealth of experience in working with multi-disciplinary teams, including local agencies, developers, architects, and technical consultants.

Rachel Krusenoski is a skilled environmental and transportation planner with more than 7 years of relevant experience. She is proficient in CEQA, NEPA, and State regulations, as she has actively managed the preparation and completion of environmental documents, including Initial Studies, Mitigated Negative Declarations (MNDs), EIRs, EAs, and associated technical studies for aviation, transit, water resource, and residential planning projects. Ms. Krusenoski is also experienced in facilitating public outreach programs and public meeting presentations. Apart from her project management skills, Ms. Krusenoski is well versed in various graphic design software, including Aeronautical Reconnaissance Coverage Map (ArcMap) and GIS. She is also proficient in the Adobe Creative Suite programs, including InDesign, Illustrator, and Photoshop.

Madelyn Dolan has more than 7 years of relevant experience. She is knowledgeable in public policy, community organization, legal empowerment, and research. Ms. Dolan has substantial knowledge in CEQA and NEPA, which she gained from her experience in assisting with the preparation of various environmental documents, such as EIRs and MNDs. Ms. Dolan has extensive experience in organizing sustainability events, implementing educational programs in relation to waste reduction and environmental justice, developing sustainability guidelines, and coordinating with key stakeholders for various projects.

Subconsultants

FCS tailors the role of each subconsultant to meet the specific needs of each project. For some projects, our subconsultants will provide a discrete technical report or memorandum addressing project impacts on their area of specialty, which FCS then utilizes during the preparation of the associated CEQA or NEPA document. For larger, more complex projects, our subconsultant specialists may participate in the project design process, help identify feasible project alternatives, help prepare CEQA/NEPA documentation in the area(s) germane to their expertise, assist in preparing responses to comments, and be present at Planning Commission and City Council meetings to answer questions relevant to their specialty areas.

Team Members

In this section, we indicate technical team members who will be assigned to areas of work that the City anticipates for its future projects. Resumes of our team members are included in *Appendix A: Resumes*.

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Legal Counsel

Megan Starr, JD, is a licensed Attorney with more than 25 years of experience in providing support and direction to multiple stakeholders on large projects involving State and federal environmental laws, including CEQA, the Endangered Species Act, the Migratory Bird Treaty Act (MBTA), the National Historic Preservation Act (NHPA), the Clean Air Act (CAA), and the Clean Water Act (CWA). She has represented a wide variety of public agencies, including cities, counties, school districts, community services districts, transportation agencies, and water districts, on issues related to environmental and land use planning. Ms. Starr has also assisted in the preparation of numerous environmental documents, including EIRs/Environmental Impact Statements (EISs), Categorical Exclusions, Findings of No Significant Impact (FONSIs), Negative Declarations (NDs), Multiple Species Habitat Conservation Plans (MSHCPs), and MMRPs. In addition to providing legal counsel services, Ms. Starr has served as a CEQA Guidelines Project Manager and has prepared and distributed customized CEQA Guidelines and related forms for more than 60 different public agencies. **As the Legal Counsel, Ms. Starr will support FCS's QA/QC process by reviewing all CEQA/NEPA deliverables to ensure legal defensibility and will advise the FCS team in various State and local regulatory matters that may arise during the performance period of the on-call contract.**

Air Quality/Greenhouse Gas Emissions and Energy Specialist

Jackie Winkel, MUP, is an environmental and air quality planning professional with more than 13 years of experience in air quality and GHG emissions impact analyses, environmental planning, and project management. Ms. Winkel has a thorough knowledge and understanding of air quality and GHG emissions assessment and analysis, including factors affecting air pollution distribution, emissions quantification, and mitigation strategies. She is well versed in the CEQA process and in drafting, reviewing, and commenting on air quality and GHG emissions analyses in CEQA documents. Additionally, Ms. Winkel spent eight years employed by the Bay Area Air Quality Management District (BAAQMD) and is knowledgeable in the implementation and analysis of BAAQMD CEQA guidelines and thresholds and air quality plans, and is proficient in the use of air quality and GHG emissions models, including California Emissions Estimator Model (CalEEMod), American Meteorological Society/Environmental Protection Agency Regulatory Model (AERMOD), and EMissions FACtor (EMFAC). She is proficient in communicating with, and presenting to, local government staff, consultants, the general public, and other clients and stakeholders. Ms. Winkel also has experience in training, supervising, and guiding junior level staff. **As Air Quality/GHG Emissions and Energy Specialist, Ms. Winkel will be responsible for the preparation of the Air Quality, GHG Emissions, and Energy Analysis for the City's future projects.**

Biological Resources and Regulatory Compliance Specialist

Robert Carroll has more than 16 years of experience in environmental analysis, biological resources, and regulatory permitting. As a Biologist and Regulatory Specialist, Mr. Carroll's expertise includes multi-agency regulatory permitting and compliance (NEPA, CEQA, and California and federal Endangered Species Acts), natural resource assessments, special-status flora and fauna species surveys, construction compliance monitoring, and wildlife habitat assessments. Mr. Carroll has extensive experience managing wetland

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delineation projects and performing regulatory permitting pursuant to the jurisdiction of the California Department of Fish and Wildlife (CDFW), the Regional Water Quality Control Board (RWQCB), the US Army Corps of Engineers (USACE), and other local and regional agencies and organizations. He is well versed in the CWA Sections 404 and 401 permitting and the CDFW Code 1602 permitting. **As Biological Resources and Regulatory Compliance Specialist, Mr. Carroll will be responsible for obtaining permits from regulatory agencies; conducting biological monitoring, surveys, or studies, including wildlife, fisheries, botanical, and wetland design; implementing and monitoring of riparian and wetland restoration; developing mitigation measures, including, but not limited to, mitigation banking and credits; and preparing the Biological Resources Analysis for the City's future projects.**

Cultural Resources Specialist

Dana DePietro, PhD, RPA, is a Registered Professional Archaeologist (License No. 13517) who meets the Secretary of the Interior's Standards for historic preservation programs in archaeology. Dr. DePietro has more than 22 years of experience in all aspects of cultural resources management, including prehistoric and historic archaeology, paleontology, materials conservation, history of art and architecture, and community engagement. He has experience in compliance with NEPA, CEQA, the NHPA, and the Archaeological Resources Protection Act. Dr. DePietro has completed cultural resource projects that have involved agency, client, Native American, and subcontractor coordination; treatment plans and research design development; archival research; field reconnaissance; site testing; data recovery excavation; construction monitoring; site recordation; site protection/preservation; mapping/cartography; spatial analysis/GIS; laboratory analysis; materials conservation; artifact curation and exhibition; and report production. He has completed projects in California within the jurisdiction of the Bureau of Land Management (BLM) and other federal agencies requiring compliance with Section 106 of the NHPA. He has also completed projects throughout California under CEQA for State and local governments and municipalities and has worked with clients to ensure deliverables meet and exceed the standards set by the California Office of Historic Preservation (OHP). **As Cultural Resources Specialist, Dr. DePietro will be responsible for providing cultural, historic, archaeological, and paleontological services, including conducting cultural resources surveys, providing consultation assistance, and preparing the Cultural Resources Analysis for the City's future projects.**

Grant Writing Specialist

Trudie Porter Biggers has served as a Senior Grant Consultant since 2014, bringing more than 11 years of extensive experience in grant management. She is engaged in grant writing and training through the Environmental Justice Thriving Communities Technical Assistance Centers in Region 9, which includes Arizona, California, Hawaii, Nevada, American Samoa, the Northern Mariana Islands, Guam, and Indigenous Tribes within the region. In collaboration with the US Department of Energy (DOE), Ms. Biggers provides vital grant writing and training assistance to improve accessibility for communities facing environmental justice challenges. Ms. Biggers specializes in grant research, writing, budgeting, and compliance reporting across various areas. Her experience includes writing grants to the US Department of Health and Human Services (HHS), US DOE, US Department of Agriculture (USDA), National Endowment for the Humanities, National Endowment for the Arts (NEA), the US Department of the Interior's BLM and Bureau of Reclamation, the

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National Trust for Historic Preservation, and the National Parks Service. Her expertise in direct project management and her ability to craft compelling proposals have enabled State, county, city, and tribal governments, along with private development clients, to secure funding for the sustainable use of environmental resources and to support numerous nonprofit organizations. She is trained in NEPA, CEQA, and PFAs and is a registered professional grant writer with the American Grant Writers' Association, Inc. **As Grant Writing Specialist, Ms. Biggers will provide as-needed grant writing and management services for the City's future projects.**

Hazard/Hazardous Materials Specialist

Michael Stephenson, MBA, ERM, has more than 30 years of project management, site assessment, and remediation experience gained from working on various projects, including large and complex industrial developments, for both private and municipal clients. Mr. Stephenson's expertise includes property due diligence, risk management, environmental liability estimation, database management, and statistical data analysis. He has conducted human health and ecological risk assessments, Remedial Investigations/Feasibility Studies (RI/FS), and soil and groundwater characterizations; provided technical support for site closures; and managed several soil and groundwater remediation, monitoring, and investigation for projects involving human health and ecologically based risk analyses. **As Hazards/Hazardous Materials Specialist, Mr. Stephenson will be responsible for the provision of hazards/hazardous materials services, including the preparation of Phase I ESAs, as needed, for the City's future projects.**

Noise Specialist

Philip Ault, MS, LEED AP, has more than 19 years of experience in noise environmental impact analysis. As the Director of Noise Services, Mr. Ault is responsible for overseeing climate-sustainability strategy, noise studies, and environmental management systems and regulatory compliance with CEQA and NEPA requirements. He has prepared project-level technical noise analyses and programmatic noise and vibration impact analyses for programmatic-level CEQA analyses, including general plans, general plan updates, and specific plans. Mr. Ault has managed more than 900 projects that included the coordination of technical teams across multiple disciplines, firms, and municipal staff. In the past five years, Mr. Ault has also taken on the management of multiple CEQA and NEPA projects that involved the preparation of Addenda, Exemptions, Initial Studies, EIRs, and EAs. In his role as Manager of the Noise Team, he trains staff on conducting field noise measurements in compliance with Federal Highway Administration (FHWA), California Department of Transportation (Caltrans), Federal Transit Administration (FTA), and Housing and Urban Development (HUD) standards, as well as providing director-level review of all noise analyses. Mr. Ault also provides senior oversight, peer review, and expert testimony for FCS's noise services. **As Noise Specialist, Mr. Ault will be responsible for the preparation of the Noise Impact Analysis for the City's future projects.**

Visual Simulations Specialist

Yiu Kam is a multi-disciplinary Designer specializing in developing meaningful and compelling visual tools for stakeholder and community consideration and collaboration. With more than 19 years of graphics expertise in

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the urban planning, long range planning, and environmental planning fields, Mr. Kam keenly understands the power of effective visual communication to educate, inform, and inspire an audience. He specializes in creating visual simulations and renderings for development projects undergoing CEQA review, with special consideration of viewshed corridors and compatibility with surrounding land uses. His workflow, developed over the years, ensures the geographically accurate and photorealistic depiction of a project's buildings, landscaping, and grading within an existing environment. Mr. Kam also has award-winning graphic communications experience in developing creative campaigns for various projects that encompass the disciplines of graphic design, project and event branding and art direction, informational animation videos, social media, and web design/user interface. **As Visual Simulations Specialist, Mr. Kam will be responsible for providing full-service graphics and visual simulations services for the City's future projects.**

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FCS

Approach

General Approach to Providing Environmental Consulting Services

FCS's goal is to provide cost-effective, technically sound, and legally defensible environmental consulting and documentation services to our municipal clients. To this end, we emphasize frequent, informal communication with our clients and prepare concise verbal and written summaries of project information that can be readily shared with project participants and City staff. Our firm's management style of "No Surprises" means that if we encounter a challenge or constraint, we will immediately notify the City and be prepared to provide proven, short- and/or long-term strategies for remedying any situation we encounter, including emergencies and delays. Our project management philosophy revolves around an infrastructure of effective communication and problem-solving acumen, and the repeat business we receive from our municipal clients is a result of our focused customer service philosophy.

To effectively manage the CEQA and NEPA processes, FCS will work with the City staff to leverage previously prepared environmental documentation with the collection of new, detailed environmental data necessary to analyze a project pursuant to CEQA and/or NEPA requirements. Our approach facilitates the development of comprehensive impact analysis while streamlining the environmental compliance process, which saves our clients time and money.

FCS encourages our municipal clients to integrate environmental considerations early in the project planning and design process so that environmental opportunities and constraints can be taken into account in the project design. Our experience has shown that by proactively incorporating environmental and permitting considerations into the project at the earliest feasible time (i.e., conceptualization, design, and planning phases), project proponents can reduce and, in some instances, eliminate the need for additional regulatory permits that can add months or even years to project completion schedules and substantially increase project costs. Our approach also prevents "scope creep," which often occurs when project designs change after technical studies have been completed. FCS is also unique in that we employ an in-house legal counsel who assists our management team in preparing legally defensible documents that can withstand public scrutiny and potential legal challenge. Each of these attributes is essential to FCS's success.

Developing Project Description and Context

One of the most important factors in preparing a legally defensible environmental document is having a complete and accurate understanding of the proposed project/action prior to initiating environmental analyses or review. Taking the time to fully describe "the whole of an action" can result in significant time and cost savings for our clients. Further, initiating technical studies or environmental analyses at the appropriate time eliminates the need to backtrack and duplicate/redo field efforts or technical analyses due to new or changed project circumstances. FCS will assist the City in defining the precise location and boundaries of all of the components, facilities, and associated infrastructure required to construct and operate a proposed project. FCS will also assist the City in identifying opportunities to keep projects moving forward despite uncertainties. For example, if a specific utility alignment is not yet known, the FCS team can evaluate a larger area in the field to provide for flexibility in the project design while allowing the environmental studies to proceed.

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Conducting Preliminary Environmental Compliance Review

FCS's proposed approach to preparing environmental documentation is a reflection of our cumulative experience dealing with the preparation of documentation for every type of project. After conducting a preliminary environmental compliance review to determine whether a project is subject to CEQA and/or NEPA, FCS then considers whether a Statutory or Categorical Exemption may apply, and we evaluate whether a project is eligible to utilize or "stack" one or more of the applicable CEQA streamlining provisions.

For example, actions that are consistent with zoning (but that still require discretionary approvals) may utilize the streamlined review/CEQA exemption under Public Resources Code Section 21083.3 and CEQA Guidelines 15183, which state that a certified EIR for a planning or zoning action may be used to eliminate, or to reduce the scope of, environmental review for later development projects that are consistent with the planning or zoning action. Section 21083.3 applies when a parcel has been zoned, or designated in a community plan, to accommodate a particular density of development, and an EIR was certified for that planning or zoning action. Section 21083.3 also applies when an EIR was certified for a general plan and a development project is consistent with the plan.

Similarly, CEQA Section 15332 provides for an exemption from review under CEQA for projects characterized as infill development and that meet specific criteria . During the project initiation stage, FCS will meet with City staff to discuss the project specifics and to confirm whether any peculiar circumstance would disqualify a project from consideration under CEQA Section 15332.

CEQA does not have any specific procedures for when it is determined that an exemption applies, so the City would follow their usual procedures for finding a CEQA Exemption is applicable. If a project appears to meet all criteria, FCS can prepare a simple Exemption Memorandum for the City's review, or we can prepare supporting technical studies that affirm the applicability of the exemption. Once the action is approved, the Notice of Exemption should be filed with the County to start the 30-day statute of limitations.

Preparing Initial Studies/Environmental Assessments

When it is determined a project/activity is subject to CEQA and/or NEPA and no Statutory or Categorical Exemptions/Exclusions apply, FCS may recommend to the City to prepare an Initial Study and/or Environmental Assessment (IS/EA) to determine whether an EIR or EIS needs to be prepared, or an ND, MND, and/or a FONSI is the appropriate level of documentation. In certain instances, we know early on that a proposed activity will have the potential to significantly impact the environment and that preparation of an EIR/EIS will be required. In these cases, depending upon the project circumstances, FCS can either bypass the preparation of an IS/EA and immediately proceed with preparing the EIR/EIS, or we can determine that it is still beneficial to prepare an IS/EA in order to focus an EIR/EIS on only those potentially significant effects.

Preparing EIRs/EISs

When there is substantial evidence a proposed project or activity may have significant impacts on the environment, FCS provides the technical capabilities and expertise necessary to assist our clients in preparing an EIR, EIS, or joint EIR/EIS, including, but not limited to, defining the project description; identifying project stakeholders and creating/maintaining a distribution mailing list; preparing the Notice of Preparation and providing a 30-day review period; conducting public scoping; preparing supporting technical reports and an

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Administrative Draft EIR for internal review; preparing and circulating the Public Draft EIR for a 45-day review period; drafting responses to public comments received on the Draft EIR; preparing a Final EIR, including responses to comments, an MMRP, and an executive summary; and preparing Findings of Fact and, if necessary, a Statement of Overriding Considerations to support a lead agency's final decision on the project. When NEPA compliance is required, minor changes to the terminology and review timelines would be necessary.

Preparing Technical Studies

Depending on the project, there may be a need to initiate technical studies to support the environmental analyses and/or engineering feasibility studies. FCS has extensive experience in conducting initial site assessments and preparing air quality/GHG emissions assessments, energy analyses, noise assessments, Health Risk Assessments (HRAs), biological resources assessments (BRAs), cultural/historical resources assessments, and other technical reports, as required. For each project that we undertake for the City, FCS will manage our team of technical specialists and provide any billing detail and reporting to the City on behalf of our teaming partners. Our specific approach to providing technical services is also described in more detail below.

Handling Public Input Processes and the Presentation and Dissemination of Public Information for Review/Comment

FCS will help the City ensure that responses to public comments received on the environmental documents are complete and adequate for purposes of CEQA. We can assist the City in preparing robust community outreach plans that include ongoing public engagement opportunities, or we can simply attend public hearings either to answer questions on the City's behalf or present our findings to the decision-making body. Should any additional/new public comments or general opposition be raised at these meetings and hearings, FCS's management team can assist the City in appropriately responding to these comments. FCS has selected a qualified team with strong written, graphic, and verbal skills to accommodate the City's needs in developing, providing, and presenting information and materials to all project stakeholders in both formal and informal settings.

Ensuring Compliance with Processing and Legal Requirements

FCS regularly prepares CEQA/NEPA documentation for highly controversial projects and we have established an excellent record of legal defensibility for environmental documents we prepare. We exercise particular care to ensure that FCS's environmental documents contain thorough environmental analyses and explicitly document all data sources and research contacts. This approach reduces the potential for a legal challenge and assists lead agencies in preparing the administrative record, when so required. FCS's staff is experienced in conducting environmental documentation for controversial projects, and we have developed research and documentation techniques that minimize avenues for legal challenge. FCS's in-house legal counsel regularly monitor CEQA court decisions and CEQA Amendments to keep FCS Managers abreast of legal precedents and compliance issues. FCS Project Managers are well versed in the various processing requirements that apply to specific types of environmental documentation, including minimum circulation periods, distribution and noticing requirements, and processing timelines. FCS also adheres to a rigorous QA/QC process that is described in greater detail below.

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Managing Quality Control

FCS's system of quality control involves every step in the preparation of technical studies and environmental documents. The first step in our process involves ensuring consistency among technical studies and related deliverables. Upon project initiation, all team members are provided with a copy of the agreed-upon scope of work, allowing every individual involved with the project to have the same understanding of the required work products, the content of the work products, and the prevailing schedule/budget constraints. FCS also strives to develop the CEQA or NEPA project description as early in the process as possible and to secure approval by the applicant and lead agency prior to initiating the bulk of the technical analyses. This allows us to provide a consistent project description and supporting project graphics in all of our technical work products. During the environmental compliance process, FCS's management team coordinates all activities related to QA/QC, including multiple reviews of project documents to ensure legal defensibility, technical accuracy, and objectivity. In addition, FCS's Project Directors commit to not only reviewing the "final product" but also to conducting a thorough review of all technical data and studies used to support our documents' findings and conclusions. This ensures that all of FCS's findings are accurate and properly incorporated. Prior to submitting documents to outside parties (applicants, lead agencies, clients, etc.), FCS's environmental documents also undergo a legal sufficiency review that is conducted by our in-house legal counsel. This additional step helps ensure that FCS's documents are legally defensible and reflect leading-edge environmental documentation standards and compliance practices.

Controlling Costs and Adhering to Established Schedules

FCS's project management team utilizes a powerful suite of scheduling tools designed for real-time planning and environmental data storage that serves to make the CEQA/NEPA process more efficient and less costly. FCS Project Managers are responsible for project cost management with support from FCS's internal job-cost accounting system, Vision—a fully automated web-based project management system that allows FCS project managers to access up-to-date information regarding all project phases. The immediate availability of accurate project data allows for maximum project budget control down to the individual task level. With this tool, FCS can facilitate early participation with the agencies tasked with reviewing project issues, permits, licenses, and/or opinions, and substantially reduce the time and cost of communication between agencies. Scope tasks and fees can be queried into any level of subcategories desired to assess to-date expenditures and project the utilization and adherence to task budgets. Vision also provides a valuable communication and reporting tool that allows project managers to remain informed and flexible if the need to redistribute task funds becomes apparent during project implementation. FCS's Project Managers conduct monthly contract review to monitor budget conformance with the completion percentage reported by the job-cost system. Deviations are discussed with the individuals involved, and appropriate actions are implemented to ensure that contracts remain within previously determined performance standards. Finally, a senior management team, including the FCS Controller and the Project Manager, conducts a post-contract completion audit to determine if the conditions of the contract and client needs were met.

Another tool that FCS uses is Microsoft Teams, an online meeting tool that allows us to collaborate and interact with our clients on multiple formats. Microsoft Teams' screen share function is particularly useful during the project delivery process, and meetings can be recorded and added to the Administrative Record, if/as necessary. Full use of these resources substantially reduces the time and cost of communication between agencies. On more complex assignments, FCS utilizes Microsoft Project for developing, charting, and tracking

project milestones, critical due dates, critical path tasks, and subconsultant progress. FCS's project management approach, coupled with our use of state-of-the-art technology, will keep the City informed of real-time critical project information, which makes our project implementation more efficient and less costly.

General Approach to Grant Applications and Management

At FCS, we are more than just a grant-writing and management firm. We are a team of seasoned experts with more than a decade of experience in securing funding for critical projects. Our experienced and qualified grant writers are adept at researching, writing, and submitting winning grant proposals. This expertise, combined with our extensive network of contacts and relationships with grant-making entities, gives us a unique advantage in understanding their expectations and requirements.

What sets the FCS Grant Team apart is our commitment to compliance. Our team is trained in CEQA and NEPA, ensuring that the City's projects fully adhere to these stringent requirements. The FCS Grant Writing and Management Team will provide the following services:

- Assign the City a designated project manager or "Principal in Charge" who will oversee all consultant activities from project implementation to conclusion and manage all sub-providers. This includes activities such as project start-up, budget and schedule tracking, ongoing coordination with the consultant team, and providing a daily POC with the City.

- Meet with City planning officials to identify top-priority communities and environmental improvement goals. We will listen to the City's needs, challenges, and vision, and help the City prioritize and refine its project ideas.

- Identify federal, State, local, community, and private foundation funding sources matching the City's top-priority capital improvement goals. We will conduct a comprehensive and customized grant search and provide a list of potential funders, their eligibility criteria, deadlines, and application guidelines. Our thorough approach ensures that the City has all the information it needs to make informed decisions about its project funding.

- Commit to open and transparent communication. We will proactively engage with grant-making entities to ask questions and solidify understanding of proper procedures and specifications. This will help us establish rapport and credibility with the grant funders and clarify any doubts or concerns regarding the grant application process. Our commitment to communication ensures that the City is always in the loop regarding its grant application.

- Ensure the City is registered for a Unique Entity Identification (UEI Number) in the federal grants.gov, SAM.gov, and Workspace online systems. These are the official websites for applying for federal grants, and having a UEI Number is a prerequisite for submitting any federal grant application. The FCS Grant Team will also register and research grant opportunities with grants.ca.gov.

- Write and submit Letters of Inquiry, sometimes called Letters of Intent (LOI), when required. This brief and concise document introduces the City and its project to the funder and requests permission to submit a full

grant proposal. The LOI is crucial when approaching community or private foundations to gauge the funder's interest and suitability for the project.

- Monitor the progress of the LOI and move forward with a complete grant application once the grant-making entity approves it. We will follow up with the funder and update the City on the LOI status.

- Prepare a work plan for each grant application, including key dates, the responsibilities of consultants and City staff for producing grant application content, critical tasks, and deliverables. We will coordinate with City staff to gather the necessary information, data, and documents for the grant proposal. We will also assign roles and responsibilities and set deadlines and milestones for the grant writing process.

- Meet with City officials to craft an in-depth project budget that complies with grant guidelines and regulations. We will help the City estimate the costs and revenues of its project and allocate them to the appropriate budget categories. We will also ensure that the City's budget is realistic, reasonable, and justified.

- Write a compelling and persuasive grant proposal showcasing the City's community improvement project and its benefits. We will use clear, concise language and evidence-based and relevant examples to demonstrate the City's project's need, feasibility, and measurable impact. We will also follow the funder's format, style, and instructions for the grant proposal.

- Review, edit, and proofread the grant proposal before submitting it to the funder. We will check the proposal for accuracy, completeness, consistency, and compliance and ensure it is free of errors, typos, and grammatical mistakes.

- Submit the grant proposal to the funder on time and in the required format. We will use the funder's preferred submission method, whether online, by mail, or by email. We will also confirm receipt of the proposal and keep a copy of the City's records.

- Follow up with the funder after the submission and provide any additional information or clarification they may request. We will also inform the City of the progress and outcome of the grant application and assist the City with any post-award activities or reporting requirements.

- Include funding abstracts, production, budget documents, and submittal of applications.

- Ensure all required components of each proposal are included in the submission, adherence to evaluation criteria, and delivery of grant packages in a timely and correct manner under the submission requirements.

- Upon award of the grant, the FCS Grant Team will provide grant management services, including but not limited to, preparing technical submissions or preconditional award submittals, securing and finalizing grant agreements, monitoring funding compliance, budgeting and submitting reimbursement requests, and developing and submitting financial and progress reports.

- Provide detailed document retention to assist the City in preparation for financial and progress reports, including mid- and end-of-grant reporting.

- Provide the City with monthly reports, including information on grants researched, grants in progress, grant reports, grant funding received, grant expenditures, and report status, and prepare the City for a smooth and accurate audit experience.

- Assist the City in coordinating environmental services to ensure CEQA and NEPA compliance.

Hiring the FCS Grant Team will save time, money, and effort and increase the City's chances of securing grant funding for its capital improvement projects. The City will also benefit from our expertise, experience, and professionalism and enjoy a smooth, hassle-free grant writing process.

Level of Effort Letter

In this section, we provide level of effort estimates for CEQA/NEPA services that FCS provides, including our proposed team members who will be assigned to work on each task. The range of hours listed below is representative of the services that FCS provides. Please note that FCS will provide specific estimates tailored for each project based on the project's scope, size and complexity, and required documentation to satisfy regulatory and public disclosure requirements. Furthermore, the exact hours are dependent on the size and condition of the project site.

Task	Staffing	Estimated Range of Hours
EIRs, not including technical studies	**Project Directors** (M. Bean; J. Waligorski) **Project Managers** (P. Maharaj; A. Sharpe; R. Krusenoski; M. Dolan) **Legal Counsel** (M. Starr) **Technical Team** (J. Winkel; R. Carroll; D. DePietro; M. Stephenson; P. Ault; Y. Kam)	800–1,500
NDs, not including technical studies		200–400
MNDs, not including technical studies		250–450
In-house Technical Reports/Studies		
Air Quality Studies	**Air Quality/GHG Emissions and Energy Specialist** (J. Winkel)	30–80
GHG Emissions/Energy Analyses		20–70
Biological Surveys and Reports	**Biological Resources and Regulatory Compliance Specialist** (R. Carroll)	Varies
Biological Analyses/Permit Applications for the CDFW, US Fish and Wildlife Service (USFWS), USACE, RWQCB, etc.		Varies
Cultural Resources Studies	**Cultural Resources Specialist** (D. DePietro)	60
Noise Studies	**Noise Specialist** (P. Ault)	20-50
Aesthetics Studies	**Visual Simulations Specialist** (Y. Kam)	100

Task	Staffing	Estimated Range of Hours
Phase I ESA	**Hazards/Hazardous Materials Specialist** (M. Stephenson)	Varies
Subconsultant Technical Reports/Studies		
Geotechnical Reports	Subconsultant	Varies
Hydrology/Water Quality Analyses	Subconsultant	Varies
Traffic Impact Analyses (TIAs)/Vehicle Miles Traveled	Subconsultant	Varies
EAs/FONSIs, not including technical studies	**Project Directors** (M. Bean; J. Waligorski) **Project Managers** (P. Maharaj; A. Sharpe; R. Krusenoski; M. Dolan) **Legal Counsel** (M. Starr) **Technical Team** (J. Winkel; R. Carroll; D. DePietro; M. Stephenson; P. Ault; Y. Kam)	250–450
EISs, not including technical studies		800–1,500
Grant Applications and Management	**Project Directors** (M. Bean; J. Waligorski) **Technical Team** (T. Biggers)	Varies

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References

City of Cloverdale

Client Address	City Manager's Office 124 N Cloverdale Boulevard, Cloverdale, CA 95425
Contact	**Kevin Thompson**, City Manager; 707.894.1723; kthompson@ci.cloverdale.ca.us

Since 2016, FCS has successfully completed five projects, and we are currently working on two projects for the City of Cloverdale. These residential, recreational, and medical facilities projects involved the preparation of IS/MNDs, EIRs, and technical studies, as well as the peer review of IS/MNDs and technical studies. Listed below are these projects:

- Soda Springs Ranch Trail and Improvements Project IS/MND and Technical Studies
- General Plan Circulation Element Update and Supplemental EIR
- Bi'Du Khaale Housing Project Peer Review of IS/MND
- Baumgardner Ranch Development Project IS/MND
- Alexander Valley Wellness Center IS/MND
- Vista Oaks Subdivision Project IS/MND and Technical Studies

City of Pleasanton

Client Address	Community Development Department 200 Old Bernal Avenue, Pleasanton, CA 94566
Contact	**Ellen M. Clark**, Director of Community Development 925.931.5606; eclark@cityofpleasantonca.gov

FCS has been providing on-call environmental consulting services to the City of Pleasanton since 2005. In that time, we have provided environmental services to support more than 20 projects for the City. FCS is currently providing the City's Community Development Department with on-call environmental review and CEQA consulting services. Our recent representative projects include the following:

- Villages at the Quarry Project Consistency Checklist and Technical Studies
- 4400 Black Avenue Residential Project Consistency Checklist
- Housing Sites Project Streamlining Templates and Training
- Hidden Canyon Residences and Preserve Project EIR
- AvalonBay Residential Project EIR Addendum
- 2023–2031 (6th Cycle) Housing Element Update Program EIR CEQA Guidelines Section 15183 Consistency Checklist for the Merritt Property Project

- Harmony Condominiums Project CEQA Documentation and Peer Review
- Stoneridge Mall Apartments Project CEQA Documentation
- City of Pleasanton 2023–2031 (6th Cycle) Housing Element Update Program EIR
- Spotorno Ranch Reduced Development Project Consistency Checklist
- 10x Genomics Development Project IS/MND and Supporting Technical Analysis
- 10x Genomics Development Project CEQA Due Diligence Services
- Spotorno Ranch Project Subsequent EIR

City of Tracy

Client Address	Development Services Department 333 Civic Center Plaza, Tracy, CA 95376
Contact	**Victoria Lombardo**, Senior Planner; 209.831.6428; victoria.lombardo@cityoftracy.org

FCS has been preparing CEQA documents and providing air quality, biological resources, and entitlements processing services in the City since 2008. We have since completed more than 25 projects within the City. FCS is currently providing as-needed environmental analysis and planning assistance for the City's Development Services Department. Our recent projects include the following:

- Tracy Northeast Business Park Project EIR and Technical Studies
- Interstate 580 (I-580)/Corral Hollow Interchange Upgrades IS/MND and Categorical Exclusion
- Tracy Alliance Project EIR and Technical Studies
- Warmington Homes Annexation Project IS/MND and Technical Studies
- Electronic Readerboard Signs Project IS/MND and Technical Studies
- Tracy Village Development Project EIR

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Resumes

Resumes of key professional personnel are provided in *Appendix A: Resumes*.

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FCS

Pricing Proposal

Compensation is based on the following fee schedule and charges.

FCS Personnel	Hourly Labor Rate ($)
President	$320–$340
Director/Vice President	$270–$320
Legal Counsel	$220–$260
Associate Director/Senior Team Leader	$220–$270
Senior Project Manager/Senior Scientist/Senior Regulatory Scientist	$180–$240
Project Manager/Scientist/Regulatory Scientist	$140–$190
Assistant Project Manager/Assistant Scientist/Assistant Regulatory Scientist	$120–$140
Environmental Analyst/Technical Analyst/Regulatory Analyst	$90–$120
Senior Graphic Designer/GIS Manager	$150–$210
Graphic Designer/GIS/Computer-aided Design and Drafting Specialist	$110–$150
Publications Coordinator/Technical Editor	$110–$150
Word Processor	$95–$130
Archaeological/Paleontological Monitor I/II	$80–$130
Archaeological/Paleontological Monitor III	$130–$160
Biological Monitor I/II	$95–$130
Biological Monitor III	$130–$160
Reprographics Assistant/Intern	$70–$90
Administrative Assistant/Accounting/Clerical	$70–$110

Other Labor Rates

Labor rates for expert testimony, litigation support, and depositions/court appearances will be billed at a minimum of two times the above rates. If additional services are authorized during the performance of a contract, compensation will be based on the fee schedule in effect at the time the services are authorized.

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FCS

Direct Expenses

Direct costs and out-of-pocket expenses are billed as follows:

1. Out-of-pocket expenses, including, but not limited to, travel, messenger service, reprographics, lodging, meals, blueprint, reproduction, and photographic services: Cost, as charged to FCS, plus a 10 percent administrative fee.

2. Subcontractors' fees: Cost, as charged to FCS, plus a 15 percent administrative fee.

3. Passenger Cars: $0.70per mile.

4. Four-wheel-drive vehicles: $95.00 per day plus $0.70 per mile.

5. Records checks: Fees vary by facility and project.

6. Museum curation: Fees vary by city and project.

7. Cultural resources storage/curation of fossil and artifact collections: Cost, as charged to FCS, plus a 10 percent administrative fee.

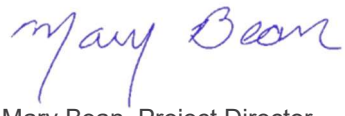
8. Per Diem: Fees charged at the USA Federal (GSA) Rate. Lodging surcharge may apply in high-rate areas.

9. USFWS/CDFW impacts or mitigation fees: Cost, as charged to FCS, plus a 10 percent administrative fee.

Terms

Compensation and direct expenses are invoiced monthly and payable upon receipt or as codified in project-specific contract.

Signature



Mary Bean, Project Director

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Prior Litigation/Claims

FCS has not had any litigation or claims threatened, filed, or settled against the firm in the past five years. Additionally, FCS has not failed to complete any work awarded.

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Financial and Related Information

Audited and/or Reviewed Financial Statements

FCS is financially qualified to undertake the Services defined by this Request for Proposals (RFP). If selected, FCS will supply reviewed financial statements for the last three fiscal years if requested by the City. Please see the separate Financial and Related Information file for FCS's income statement comparison and balance sheet.

Letter from FCS's Insurance Broker

We have reviewed the City's Professional Services Agreement (PSA) and have no objections to its terms and provisions. If requested, FCS can provide the City with a letter from our insurance broker attesting to our willingness to provide the required insurance coverages described in the PSA.

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Discretionary Supplemental Materials

For your review, we have provided the project summaries and CEQANet links for two of our recent projects below.

Arroyo Lago Development Project EIR, Alameda County, CA

FCS is preparing an EIR for the Arroyo Lago development project in unincorporated Alameda County. The applicant, 330 Land Company, proposes to construct 194 market-rate single-family homes with approximately 25 percent (49 homes) designed as Accessory Dwelling Units (ADU), a 0.7-acre centrally located park, and approximately 0.5 mile of designated public walking trails on an approximately 26.6-acre site. The proposed project would also include internal roadways and two driveways to facilitate access and circulation within the project site. Areas of concern include air quality, cultural resources, geology/soils, GHG emissions, hazards/hazardous materials, noise, tribal cultural resources, and utilities/services systems. The Draft EIR was published in August 2024 and circulated for a 45-day public review period. The Final EIR is currently being prepared, and it is anticipated that the project will be considered by the Alameda County Board of Supervisors in Summer 2025.

Link: https://ceqanet.opr.ca.gov/2023050339/2

Addendum to the City of Pleasanton Housing Element and Climate Action Plan General Plan Amendment and Rezoning Supplemental EIR for the Avalon Bay Pleasanton Project, City of Pleasanton, CA

FCS prepared the Addendum to the City of Pleasanton Housing Element Update (HEU) and CAP General Plan Amendment (GPA) and Rezoning Supplemental EIR for the Avalon Bay Pleasanton Project. The proposed project consisted of modifications to the proposed podium building at 5601 Owens Drive (formerly 4452 Rosewood Drive). The modifications included alterations to the site layout, including on-site circulation, parking, and open spaces; updating exterior elevations of all buildings; changing the retail use of the corner building to a daycare center subject to a Conditional Use Permit (CUP) approval; and an additional fifth floor on the podium building is proposed to accommodate an additional 31 units. The project site consists of 8.4 acres. The original project (2012 project) consisted of 305 residential units, 7,520 square feet of retail uses, a parking garage and associated infrastructure, including surface parking. The 2012 project was analyzed under CEQA in the 2012 Addendum to the City of Pleasanton Housing Element and CAP Amendment and Rezoning Supplemental EIR. The 2012 Addendum was certified, and the project was concurrently approved. Furthermore, the 2012 project was included as a “pipeline project” in the recent City of Pleasanton 2023–2031 (6th Cycle) HEU Program EIR. However, more recently, the project site has experienced a change in ownership and the previously mentioned proposed modifications. The project was approved by City Council in January 2025.

Link: https://ceqanet.opr.ca.gov/2011052002/6

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Agreement Requirements

FCS hereby agrees to sign the PSA substantially similar to the form of the PSA attached to the RFP.

Proposed Changes to Professional Services Agreement Terms

Please see our comments on the file titled “FCSComments_Example_Over_$50k_PSA_25.04.01.docx.”

If selected, FCS will register with the City's digital insurance tracking platform, MyCOI, and is responsible for ensuring that the firm’s insurance documentation is correctly uploaded to the system.

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Forms

Please see *Appendix B: Proposal Authorization Form*.

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Appendix A: Resumes

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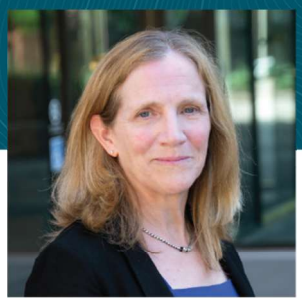

Mary Bean

Project Director

EDUCATION

Bachelor of Arts, Environmental Studies and Planning, Cum Laude, University of California, Santa Barbara, CA, 1988

Mary Bean has more than 30 years of experience managing the preparation of CEQA and NEPA documents in both the public and private sectors. She is knowledgeable about a broad range of environmental topics, backed by her experience in the field, research, technical writing, and planning. She specializes in leading interdisciplinary teams in the preparation of technical studies that support environmental clearance at the local, State, and national levels. Her depth of experience allows her to effectively strategize with clients about the most efficient approach to environmental review. In her 12 years with FCS, Ms. Bean has successfully led FCS's services on more than 800 projects. She also manages 57 of our on-call contracts, including contracts with the cities of Suisun City, American Canyon, Cotati, Petaluma, Rohnert Park, and Santa Rosa; Marin County; the Town of Tiburon; the Solano Community College District; and the Sonoma County Water Agency.

Related Experience and Client Summary

- Soda Springs Ranch Trail and Improvements Project IS/MND and Technical Studies, City of Cloverdale, CA
- General Plan Circulation Element Update and Supplemental EIR, City of Cloverdale, CA
- Bi'Du Khaale Housing Project Peer Review of IS/MND, City of Cloverdale, CA
- Baumgardner Ranch Development Project IS/MND, City of Cloverdale, CA
- Alexander Valley Wellness Center IS/MND, City of Cloverdale, CA
- Vista Oaks Subdivision Project IS/MND and Technical Studies, City of Cloverdale, CA
- Villages at the Quarry Project Consistency Checklist and Technical Studies, City of Pleasanton, CA
- Housing Sites Project Streamlining Templates and Training, City of Pleasanton, CA
- Hidden Canyon Residences and Preserve Project EIR, City of Pleasanton, CA
- Addendum to the City of Pleasanton Housing Element and CAP General Plan Amendment and Rezoning Supplemental EIR for the Avalon Bay Pleasanton Project, City of Pleasanton, CA
- 2023–2031 (6th Cycle) Housing Element Update Program EIR CEQA Guidelines Section 15183 Consistency Checklist for the Merritt Property Project, City of Pleasanton, CA
- Harmony Condominiums Project CEQA Documentation and Peer Review, City of Pleasanton, CA
- Arroyo Lago Development Project EIR, Alameda County, CA

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- Stoneridge Mall Apartments Project CEQA Documentation, City of Pleasanton, CA
- City of Pleasanton 2023–2031 (6th Cycle) Housing Element Update Program EIR, City of Pleasanton, CA
- Spotorno Ranch Reduced Development Project Consistency Checklist, City of Pleasanton, CA
- 10x Genomics Development Project IS/MND and Supporting Technical Analysis, City of Pleasanton, CA
- Spotorno Ranch Project Subsequent EIR, City of Pleasanton, CA
- Tracy Northeast Business Park Project EIR and Technical Studies, City of Tracy, CA
- I-580/Corral Hollow Interchange Upgrades IS/MND and Categorical Exclusion, City of Tracy, CA
- Tracy Alliance Project EIR and Technical Studies, City of Tracy, CA
- Warmington Homes Annexation Project IS/MND and Technical Studies, City of Tracy, CA
- Electronic Readerboard Signs Project IS/MND and Technical Studies, City of Tracy, CA
- Tracy Village Development Project EIR, City of Tracy, CA
- Solano 360 Specific Plan EIR, Solano County, CA
- Gordon Water Line Relocation Project EIR, Solano Transportation Authority (1593.3), City of Vallejo, CA
- Library/Learning Resource Center Building Replacement Project IS/MND, Solano Community College District, Fairfield, CA
- New Autotechnology Building IS/MND, Solano Community College District, Fairfield, CA
- New Science Building IS/MND, Solano Community College District, Fairfield, CA
- Suisun Commerce and Logistics Center Project EIR, City of Suisun City, CA
- Napa Logistics Center EIR and Logistics Park Phase 2 Addendum, City of American Canyon, CA
- Napa General Plan Housing Element Update EIR, City of Napa, CA

On-Call Services Contract Management Experience

Ms. Bean manages the multi-year on-call environmental services contracts with the following local agencies:

- As-needed Environmental Consulting (CEQA/NEPA) Services for the Solano County Department of General Services Capital Projects Management Division, 2018–2021
- Environmental Consulting Services Pool (RFQ No. 19-004) for the Solano Community College District, 2019–2024
- Environmental Services for the Town of Tiburon Community Development Department Planning Division, 2019–2021
- On-Call Environmental (CEQA) Consulting Services for the City of Rohnert Park Development Services Department, 2018–2028
- Master Professional Services Agreement for CEQA and NEPA Compliance Services for the City of Santa Rosa Transportation and Public Works Department, 2017–2023
- On-Call Environmental Consulting Services for the Town of Windsor, 2018–2021
- On-Call Environmental Services for the Contra Costa County Public Works Department, 2018–2021
- Retainer Contract for Staff Assistant (RFQ No. 2003-400) for the Contra Costa County Department of Conservation Department, 2020–2023

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FCS

Janna Waligorski, MA

Project Director

EDUCATION

Master of Arts, Geography, With Distinction, California State University, Chico, 2011

Bachelor of Arts, Geography, California State University, Chico, 2004

Janna Waligorski, MA, has more than 17 years of experience managing the preparation of CEQA and NEPA documentation, and has extensive experience preparing a wide range of planning and environmental impact analysis documents for jurisdictions throughout California. She has actively overseen the compilation and completion of EIRs, IS/MNDs, EAs, Addenda, and MMRPs. She has completed CEQA and/or NEPA documentation for mixed-use, residential, commercial, retail, transportation, industrial, recreational, and institutional projects, with extensive work on constraints analyses, land use compatibility, transportation and circulation issues, farmland conversion, and visual impacts (aesthetics). Ms. Waligorski also offers experience in GIS and graphic applications, which allows her to understand and articulate complex spatial concepts.

Related Experience and Client Summary

- General Plan Circulation Element Update and Supplemental EIR, City of Cloverdale, CA
- Baumgardner Ranch Development Project IS/MND, City of Cloverdale, CA
- Alexander Valley Wellness Center IS/MND, City of Cloverdale, CA
- 4400 Black Avenue Residential Project Consistency Checklist, City of Pleasanton, CA
- Addendum to the City of Pleasanton Housing Element and CAP General Plan Amendment and Rezoning Supplemental EIR for the Avalon Bay Pleasanton Project, City of Pleasanton, CA
- Stoneridge Mall Apartments Project CEQA Documentation, City of Pleasanton, CA
- Solano 360 Specific Plan EIR, Solano County, CA
- William J. Carroll Government Center Dental Clinic EA, Solano County, CA
- William J. Carroll Government Center IS/MND, Solano County, CA
- California Medical Facility Health Care Facility Improvement Project IS/MND, Solano County, CA
- California State Prison, Solano Health Care Facility Improvement Project IS/MND, Solano County, CA
- Municipal Service Review, Solano County, CA
- Hawthorne Mills EIR/EIS, City of Fairfield, CA
- Florence Drive Detention Basin IS/MND, City of Vacaville, CA
- Hestan Vineyards Project IS/MND, Napa County, CA
- Napa Junction Phase III EIR, City of American Canyon, CA

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- 39-acre Residential Project Phase I Cultural Resources and Paleontological Assessment, City of American Canyon, CA
- Enchanted Resorts Project EIR, City of Calistoga, CA
- St. Regis Napa Valley Project Initial Study and EIR, City of Napa, CA
- Addendum to the Napa Pipe EIR, City of Napa, CA
- Napa Waste Enclosure Standards Project IS/ND, City of Napa, CA
- Justin-Siena High School Master Plan EIR, City of Napa, CA
- Big Ranch Road Widening Project IS/MND, City of Napa, CA
- General Plan Housing Element EIR, City of Napa, CA
- H3hotel Project IS/MND, City of Healdsburg, CA
- Rohnert Park Walmart EIR, City of Rohnert Park, CA
- Santa Rosa Lowes EIR, City of Santa Rosa, CA
- Round Barn Village Project IS/MND, City of Santa Rosa, CA
- Elnoka Continuing Care Retirement Community Project EIR, City of Santa Rosa, CA
- College Creek Apartments Project Consistency Checklist, City of Santa Rosa, CA
- Stonebridge Subdivision Project IS/MND, City of Santa Rosa, CA
- Solid Waste Provider Categorical Exemption, City of Santa Rosa, CA
- Yolanda Avenue General Plan Amendment (GPA) Supplemental EIR, City of Santa Rosa, CA
- Canyon Oaks Condominiums IS/MND, City of Santa Rosa, CA
- Veterans Village Project IS/MND and Technical Studies, Town of Windsor, CA
- Bell Village Affordable Housing Project IS/MND, Town of Windsor, CA
- Solid Waste Operations and Facilities CEQA Checklist, Town of Windsor, CA
- Solid Waste Operations Corporation Yard CEQA Checklist, Town of Windsor, CA

On-Call Services Contract Management Experience

Ms. Waligorski manages projects and task orders completed under the multi-year on-call environmental services contracts on behalf of the following local agencies:

- As-needed Environmental Consulting (CEQA/NEPA) Services for Solano County Department of General Services Capital Projects Management Division, 2018–2021
- Environmental Resource Consulting Services for the Sonoma County Water Agency, 2017–2023
- Master Professional Services Agreement for CEQA and NEPA Compliance Services for the City of Santa Rosa Transportation and Public Works Department, 2017–2023
- On-Call Environmental Services for the Contra Costa County Public Works Department, 2018–2021
- On-Call Environmental Review Services for the City of Alameda, 2020–2021
- On-Call Planning and CEQA Services for the City of Dublin Community Development Department, 2016–2021
- Environmental Consulting Services for the City of Hayward, 2016–2021
- On-Call Environmental Consulting Services (RFQ No. 2013-060120) for the City of Hayward Development Services Department, 2020–2023

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FCS

Prathna Maharaj, MURP, AICP

Project Manager

EDUCATION

Master of Urban and Regional Planning, University of California, Irvine, 2020

Bachelor of Science, Environmental Science and Management, Emphasis on Natural Resource Management, Minor in Education, University of California, Davis, 2017

LICENSE AND CERTIFICATION

American Institute of Certified Planners (AICP) Certification, Certification No. 33057, 2021

Prathna Maharaj, MURP, AICP, is an Environmental Project Manager with more than 8 years of experience in public and private sector planning. Ms. Maharaj specializes in environmental analysis and has worked on a range of residential, commercial, industrial, and infrastructure projects. She has experience with annexation projects requiring public service and utility demand forecasting and inter-agency coordination service provision. She also worked on program-level environmental documents for specific plans, general plan updates, and infrastructure plans. Ms. Maharaj developed a strong understanding of land use and housing policy at the University of California, Irvine, MURP program, where she focused on sustainable community development. Furthermore, she has strong written and verbal communication skills and has provided support for a range of planning efforts.

Related Experience and Client Summary

- Hidden Canyon Residences and Preserve Project EIR, City of Pleasanton, CA
- Martin Hills Residential Project EIR, City of Danville, CA
- Wastewater Treatment Plant Project IS/EA, City of Rio Vista, CA
- Housing Element Update Categorical Exemption, City of East Palo Alto, CA
- Qume and Commerce Project EIR, City of San José, CA
- Lundy Avenue Project Categorical Exemption, City of San José, CA
- 2256 Junction Avenue Project IS/MND, City of San José, CA
- Infrastructure Master Plan Updates IS/MNDs, City of Tracy, CA
- Tracy Hills Specific Plan CEQA 15183 Consistency Analysis, City of Tracy, CA
- City of Hollister 2023–2031 6th Cycle Housing Element Update, City of Hollister, CA
- Newport Beach Housing Implementation Program EIR, City of Newport Beach, CA
- Jasmine Solar Project EIR, Kern County, CA
- Rancho Los Amigos South Campus Specific Plan EIR, City of Downey, CA
- Orchard Street and Cypress Avenue Project IS/MND, City of El Monte, CA
- Civic Center Wastewater Treatment Facility Environmental Consistency Analysis, City of Malibu, CA
- Nelles Property Redevelopment Specific Plan, City of Whittier, CA
- Irvine Complex Medical Center EIR, University of California, Irvine, CA
- Del Mar Housing Element EIR, City of Del Mar, CA

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FCS

Amber Sharpe, MS

Project Manager

EDUCATION

Master of Science, Environmental Management, University of San Francisco, CA, 2010

Bachelor of Arts, Geography, University of California, Berkeley, CA, 2001

Amber Sharpe, MS, has more than 16 years of experience in environmental consulting, planning, project management, NPDES permit compliance, and proposal management. She specializes in the preparation of CEQA- and NEPA-compliant environmental documents for long-range plans and residential, commercial, office, mixed-use, industrial, and institutional projects. In addition, she has a wealth of experience in working with multi-disciplinary teams, including local agencies, developers, architects, and technical consultants.

Related Experience and Client Summary

- Soda Springs Ranch Trail and Improvements Project IS/MND and Technical Studies, City of Cloverdale, CA
- Ravenswood Business District/Four Corners Specific Plan Update Subsequent EIR, City of East Palo Alto, CA
- Santa Clara County Library District Administrative Annex Building Project CEQA Guidelines Section 15303 Categorical Exemption Memorandum and NOE, Santa Clara County Library District, City of Campbell, CA
- Crosswinds Residential Project EIR, City of Morgan Hill, CA
- Spring Avenue-Giancola Residential Project, CEQA Guidelines Section 15332 Categorical Exemption, City of Morgan Hill, CA
- Cambrian Park Plaza Mixed-use Project EIR, City of San José, CA
- Berryessa Road Mixed-use Development Project EIR, City of San José, CA
- Hemlock Mixed-use Project, IS/MND and Addendum, City of San José, CA
- Little Portugal Gateway Mixed-use IS/MND, City of San José, CA
- Milligan Parking Lot Project Supplemental EIR, City of San José, CA
- Second Harvest Warehouse and Office Project Initial Study/Determination of Consistency, City of San José, CA
- Our Lady of La Vang Church Initial Study/Addendum, City of San José, CA
- 3000 Bowers Avenue Office Project IS/MND, City of Santa Clara, CA
- Muslim Community Association School Expansion Project IS/MND, City of Santa Clara, CA
- 3625 Peterson Way Office Project EIR, City of Santa Clara, CA
- Moffett Park Specific Plan Update EIR, City of Sunnyvale, CA

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FCS

Rachel Krusenoski

Project Manager

EDUCATION

Bachelor of Science, Urban Studies and Planning, with focus in Environmental Policy and Planning, minor in Environmental Studies, University of Southern California, Sol Price School of Public Policy, Los Angeles, CA, 2019

PROFESSIONAL DEVELOPMENT

CEQA Essentials Workshop Webinar, Association of Environmental Professionals, 2020

Rachel Krusenoski is a skilled environmental and transportation planner with more than 7 years of relevant experience. She is proficient in CEQA, NEPA, and State regulations, as she has actively managed the preparation and completion of environmental documents, including Initial Studies, MNDs, EIRs, EAs, and associated technical studies for aviation, transit, water resource, and residential planning projects. Ms. Krusenoski is also experienced in facilitating public outreach programs and public meeting presentations. Apart from her project management skills, Ms. Krusenoski is well versed in various graphic design software, including ArcMap and GIS. She is also proficient in the Adobe Creative Suite programs, including InDesign, Illustrator, and Photoshop.

Related Experience and Client Summary

- City of Pleasanton 2023–2031 (6th Cycle) Housing Element Update Program EIR, City of Pleasanton, CA
- Arroyo Lago Development Project EIR, Alameda County, CA
- Gateway Road Industrial Project Technical Studies, Napa County, CA
- Addendum to General Plan EIR for the Winery Project, Napa County, CA
- Devlin Road Warehouse Project Cultural and Traffic Studies, Napa County, CA
- Napa Zinfandel Estate Subdivision 53-lot Single-family Residential IS/MND, City of Napa, CA
- Oak Hill Apartments Project EIR, Marin County, CA
- Airport Village Housing Development EIR and Technical Studies, Sonoma County, CA
- 851 Brittain Lane Residential Project Addendum to the Roseland Area Project EIR, City of Santa Rosa, CA
- 851 Brittain Lane Residential Project Addendum or Consistency Checklist, City of Santa Rosa, CA
- Addendum to the North Camino Ramon Specific Plan EIR for the Iron Horse Village Project, City of San Ramon, CA
- Sherburne Hills Residential Project EIR, Town of Danville, CA
- Elworthy Property Residential Project Due Diligence, Town of Danville, CA
- Central Avenue Safety Improvements Project, City of Alameda, CA
- Joiner Parkway Project Class 32 Exemption Memorandum and Technical Studies, City of Lincoln, CA
- Peach Avenue Rezone Project EIR and Technical Studies, Fresno County, CA

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FCS

Madelyn Dolan

Project Manager

EDUCATION

Bachelor of Science, Environmental Economics and Policy and Society & Environment (double major), University of California, Berkeley, CA, 2020

Madelyn Dolan has more than 7 years of relevant experience. She is knowledgeable in public policy, community organization, legal empowerment, and research. Ms. Dolan has substantial knowledge in CEQA and NEPA, which she gained from her experience in assisting with the preparation of various environmental documents, such as EIRs and MNDs. Ms. Dolan has extensive experience in organizing sustainability events, implementing educational programs in relation to waste reduction and environmental justice, developing sustainability guidelines, and coordinating with key stakeholders for various projects.

Related Experience and Client Summary

- General Plan Circulation Element Update and Supplemental EIR, City of Cloverdale, CA
- Harmony Condominiums Project CEQA Documentation and Peer Review, City of Pleasanton, CA
- Stoneridge Mall Apartments Project CEQA Documentation, City of Pleasanton, CA
- Tracy Alliance Project EIR and Technical Studies, City of Tracy, CA
- Warmington Homes Annexation Project IS/MND and Technical Studies, City of Tracy, CA
- Solano Ranch Project EIR and Technical Studies, City of Vallejo, CA
- Superior Self-storage Facility Project IS/MND and Technical Studies, City of Vallejo, CA
- 3443 Broadway Hilton Hampton Inn Project CEQA Services, City of American Canyon, CA
- Sausalito Comprehensive General Plan Update and EIR, City of Sausalito, CA
- Project Rosco Industrial Project IS/MND and Technical Studies, Sonoma County, CA
- Alexander Valley Wellness Center IS/MND, City of Cloverdale, CA
- EKN Hotel + Downtown Housing and Economic Overlay Project Focused EIR, City of Petaluma, CA
- Stonebridge Subdivision Project IS/MND, City of Santa Rosa, CA
- Canine Early Development Center and Vet Clinic CEQA Review, City of Santa Rosa, CA
- Shiloh Crossing Project IS/MND and Technical Studies, Town of Windsor, CA
- Blue Wave Car Wash Project IS/MND, City of Pittsburg, CA

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FCS

Megan Starr, JD

Legal Counsel

EDUCATION

Juris Doctorate, with Honors, University of Southern California Gould School of Law, CA, 2001

Bachelor of Arts, History, with a Comparative Degree in Law and Society, Cum Laude, Dean's List, Regents Scholar, University of California, Riverside, CA, 1998

LICENSE

California State Bar No. 217675

Megan Starr, JD, is a licensed Attorney with more than 25 years of experience in providing support and direction to multiple stakeholders on large projects involving State and federal environmental laws, including CEQA, the Endangered Species Act, the MBTA, the NHPA, the CAA, and the CWA. She has represented a wide variety of public agencies, including cities, counties, school districts, community services districts, transportation agencies, and water districts, on issues related to environmental and land use planning. Ms. Starr has also assisted in the preparation of numerous environmental documents, including EIRs/EISs, Categorical Exclusions, FONSIs, NDs, MSHCPs, and MMRPs. In addition to providing legal counsel services, Ms. Starr has served as a CEQA Guidelines Project Manager and has prepared and distributed customized CEQA Guidelines and related forms for more than 60 different public agencies.

Related Experience and Client Summary

- Soda Springs Ranch Trail and Improvements Project IS/MND and Technical Studies, City of Cloverdale, CA
- General Plan Circulation Element Update and Supplemental EIR, City of Cloverdale, CA
- Baumgardner Ranch Development Project IS/MND, City of Cloverdale, CA
- Alexander Valley Wellness Center IS/MND, City of Cloverdale, CA
- Villages at the Quarry Project Consistency Checklist and Technical Studies, City of Pleasanton, CA
- 4400 Black Avenue Residential Project Consistency Checklist, City of Pleasanton, CA
- Housing Sites Project Streamlining Templates and Training, City of Pleasanton, CA
- Arroyo Lago Development Project EIR, Alameda County, CA
- Hidden Canyon Residences and Preserve Project EIR, City of Pleasanton, CA
- Addendum to the City of Pleasanton Housing Element and CAP General Plan Amendment and Rezoning Supplemental EIR for the Avalon Bay Pleasanton Project, City of Pleasanton, CA
- 2023–2031 (6th Cycle) Housing Element Update Program EIR CEQA Guidelines Section 15183 Consistency Checklist for the Merritt Property Project, City of Pleasanton, CA
- Harmony Condominiums Project CEQA Documentation and Peer Review, City of Pleasanton, CA
- Stoneridge Mall Apartments Project CEQA Documentation, City of Pleasanton, CA
- City of Pleasanton 2023–2031 (6th Cycle) Housing Element Update Program EIR, City of Pleasanton, CA

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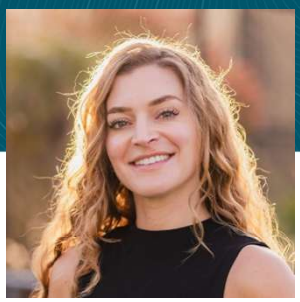

Jackie Winkel, MUP

Air Quality/Greenhouse Gas Emissions and Energy Specialist

EDUCATION

Master of Urban Planning, University of Wisconsin-Milwaukee, Milwaukee, WI, 2009

Bachelor of Science, Urban and Regional Studies, University of Wisconsin Oshkosh, Oshkosh, WI, 2007

TECHNICAL EXPERTISE

CalEEMod

AERMOD Modeling System

Mitigation Quantification

California Air Resources Board's EMFAC

Air Quality/State Implementation Plan Planning and Implementation

Jackie Winkel, MUP, is an environmental and air quality planning professional with more than 13 years of experience in air quality and GHG emissions impact analyses, environmental planning, and project management. Ms. Winkel has a thorough knowledge and understanding of air quality and GHG emissions assessment and analysis, including factors affecting air pollution distribution, emissions quantification, and mitigation strategies. She is well versed in the CEQA process and in drafting, reviewing, and commenting on air quality and GHG emissions analyses in CEQA documents. Additionally, Ms. Winkel spent eight years employed by the BAAQMD and is knowledgeable in the implementation and analysis of BAAQMD CEQA guidelines and thresholds and air quality plans, and is proficient in the use of air quality and GHG emissions models, including CalEEMod, AERMOD, and EMFAC. She is proficient in communicating with, and presenting to, local government staff, consultants, the general public, and other clients and stakeholders. Ms. Winkel also has experience in training, supervising, and guiding junior level staff.

Related Experience and Client Summary

- Villages at the Quarry Project Consistency Checklist and Technical Studies, City of Pleasanton, CA
- Hidden Canyon Residences and Preserve Project EIR, City of Pleasanton, CA
- Napa Zinfandel Estate Subdivision 53-lot Single-family Residential IS/MND, City of Napa, CA
- EKN Hotel + Downtown Housing and Economic Overlay Project Focused EIR, City of Petaluma, CA
- BoDean Company Construction Materials Processing Plant (File No. 19-16) EIR, Town of Windsor, CA
- Elworthy Property Residential Project Due Diligence, Town of Danville, CA
- New Fire Station No. 63 Consistency Checklist and Technical Analyses, City of South San Francisco, CA
- Santa Clara County 0 Piercy Road Church Construction Project Air Quality/GHG Emissions, Phase I ESA, and Wildfire Study, Santa Clara County, CA
- Pierce Road Mountain Winery Residential Project EIR, City of Saratoga, CA
- Barber Yard Specific Plan Project EIR, City of Chico, CA
- Addendum to the Final EIR No. 331 for the Gypsum Canyon Cemetery Project Peer Review, City of Anaheim, CA
- Rio Vista Specific Plan EIR, City of Jurupa Valley, CA

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FCS

Robert Carroll

Biological Resources and Regulatory Compliance Specialist

EDUCATION

Bachelor of Science, Fisheries Science, Concentration in Water Resources, Cum Laude, Oregon State University, Corvallis, OR, 2016

Bachelor of Arts, Marketing, College of Business Administration, Marquette University, Milwaukee, WI, 2007

LICENSES AND CERTIFICATIONS

Fairy Shrimp Identification Certification, 2017

Wetland Delineation Certification, 2018

Robert Carroll has more than 16 years of experience in environmental analysis, biological resources, and regulatory permitting. While working at the ODFW, Mr. Carroll conducted spawning surveys of adult salmonids in numerous streams throughout the Willamette Valley. His experience at the ODFW also included spawning and rearing techniques at various ODFW run fish hatcheries for the dispersal of steelhead in lakes and rivers throughout the Corvallis watershed. a Biologist and Regulatory Specialist, Mr. Carroll's expertise includes multi-agency regulatory permitting and compliance (NEPA, CEQA, and California and federal Endangered Species Acts), natural resource assessments, special-status flora and fauna species surveys, construction compliance monitoring, and wildlife habitat assessments. Mr. Carroll has extensive experience managing wetland delineation projects and performing regulatory permitting pursuant to the jurisdiction of the CDFW, the RWQCB, the USACE, and other local and regional agencies and organizations. He is well versed in the CWA Sections 404 and 401 permitting and the CDFW Code 1602 permitting.

Related Experience and Client Summary

- Baumgardner Ranch Development Project IS/MND, City of Cloverdale, CA
- Alexander Valley Wellness Center IS/MND, City of Cloverdale, CA
- Vista Oaks Subdivision Project IS/MND and Technical Studies, City of Cloverdale, CA
- 4400 Black Avenue Residential Project Consistency Checklist, City of Pleasanton, CA
- Hidden Canyon Residences and Preserve Project EIR, City of Pleasanton, CA
- Addendum to the City of Pleasanton Housing Element and CAP General Plan Amendment and Rezoning Supplemental EIR for the Avalon Bay Pleasanton Project, City of Pleasanton, CA
- 2023–2031 (6th Cycle) Housing Element Update Program EIR CEQA Guidelines Section 15183 Consistency Checklist for the Merritt Property Project, City of Pleasanton, CA
- Harmony Condominiums Project CEQA Documentation and Peer Review, City of Pleasanton, CA
- Stoneridge Mall Apartments Project CEQA Documentation, City of Pleasanton, CA
- City of Pleasanton 2023–2031 (6th Cycle) Housing Element Update Program EIR, City of Pleasanton, CA
- Arroyo Lago Development Project EIR, Alameda County, CA
- Spotorno Ranch Reduced Development Project Consistency Checklist, City of Pleasanton, CA

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FCS

Dana DePietro, PhD, RPA

Cultural Resources Specialist

EDUCATION

Doctor of Philosophy, Near Eastern Art and Archaeology, University of California, Berkeley, CA, 2012

Master of Arts, Near Eastern Art and Archaeology, University of California, Berkeley, CA, 2005

Bachelor of Arts, Archaeology and History (double major), University of California, San Diego, CA, 2002

LICENSE

Registered Professional Archaeologist, License No. 13517, 2016

Dana DePietro, PhD, RPA, is a Registered Professional Archaeologist (License No. 13517) who meets the Secretary of the Interior's Standards for historic preservation programs in archaeology. Dr. DePietro has more than 22 years of experience in all aspects of cultural resources management, including prehistoric and historic archaeology, paleontology, materials conservation, history of art and architecture, and community engagement. He has experience in compliance with NEPA, CEQA, the NHPA, and the Archaeological Resources Protection Act. Dr. DePietro has completed cultural resource projects that have involved agency, client, Native American, and subcontractor coordination; treatment plans and research design development; archival research; field reconnaissance; site testing; data recovery excavation; construction monitoring; site recordation; site protection/preservation; mapping/cartography; spatial analysis/GIS; laboratory analysis; materials conservation; artifact curation and exhibition; and report production. He has completed projects in California within the jurisdiction of the BLM and other federal agencies requiring compliance with Section 106 of the NHPA. He has also completed projects throughout California under CEQA for State and local governments and municipalities, and has worked with clients to ensure deliverables meet and exceed the standards set by the OHP.

Related Experience and Client Summary

- Baumgardner Ranch Development Project IS/MND, City of Cloverdale, CA
- Alexander Valley Wellness Center IS/MND, City of Cloverdale, CA
- Vista Oaks Subdivision Project IS/MND and Technical Studies, City of Cloverdale, CA
- Villages at the Quarry Project Consistency Checklist and Technical Studies, City of Pleasanton, CA
- Hidden Canyon Residences and Preserve Project EIR, City of Pleasanton, CA
- Addendum to the City of Pleasanton Housing Element and CAP General Plan Amendment and Rezoning Supplemental EIR for the Avalon Bay Pleasanton Project, City of Pleasanton, CA
- 2023–2031 (6th Cycle) Housing Element Update Program EIR CEQA Guidelines Section 15183 Consistency Checklist for the Merritt Property Project, City of Pleasanton, CA
- Harmony Condominiums Project CEQA Documentation and Peer Review, City of Pleasanton, CA
- Stoneridge Mall Apartments Project CEQA Documentation, City of Pleasanton, CA
- Arroyo Lago Development Project EIR, Alameda County, CA
- 10x Genomics Development Project IS/MND and Supporting Technical Analysis, City of Pleasanton, CA
- Spotorno Ranch Project Subsequent EIR, City of Pleasanton, CA

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FCS

Trudie Porter Biggers

Grant Writing Specialist

PROFESSIONAL DEVELOPMENT

Training in NEPA, CEQA, and PFA's (ongoing)

AI Generation, Prompts, Writing, Credential ID D36XTCHPVNRN, Coursera, 2024

Certificate in Nonprofit Management (Strategic Planning, Resource Development, Board Governance, Marketing, Mission-based Management, Social Entrepreneurship, Volunteer Management, and Strategic Alliances), Michigan State University, East Lansing, MI, and the Learning Institute for Nonprofit Organizations, Society for Nonprofits, Livonia, MI, 2021

Certificate in Grant Writing, Management, and Reporting, The Foundation for Montana History, Helena, MT, 2014

Certificate in Creative Writing and Psychology, Eastern Wyoming College, Torrington, WY, 2013

Trudie Porter Biggers has served as a Senior Grant Consultant since 2014, bringing more than 11 years of extensive experience in grant management. She is engaged in grant writing and training through the Environmental Justice Thriving Communities Technical Assistance Centers in Region 9, which includes Arizona, California, Hawaii, Nevada, American Samoa, the Northern Mariana Islands, Guam, and Indigenous Tribes within the region. In collaboration with the DOE, Ms. Biggers provides vital grant writing and training assistance to improve accessibility for communities facing environmental justice challenges. Ms. Biggers specializes in grant research, writing, budgeting, and compliance reporting across various areas. Her experience includes writing grants to the HHS, US DOE, USDA, National Endowment for the Humanities, NEA, the US Department of the Interior's BLM and Bureau of Reclamation, the National Trust for Historic Preservation, and the NPS. Her expertise in direct project management and her ability to craft compelling proposals have enabled State, county, city, and tribal governments, along with private development clients, to secure funding for the sustainable use of environmental resources and to support numerous nonprofit organizations. She is trained in NEPA and CEQA and is a registered professional grant writer with the American Grant Writers' Association, Inc.

Related Experience and Client Summary

- Tracy Northeast Business Park Project EIR and Technical Studies, City of Tracy, CA
- Forager Fuels Grant Proposal, California Department of Forestry and Fire Protection (CAL FIRE) Wood Products and Bioenergy Grant Proposal, City of Placerville, CA
- California Environmental Protection Agency California Department of Toxic Substances Control Equitable Community Revitalization Grant Phase I Environmental Site Assessments, City of Barstow, CA
- Forager Fuels Grant Proposal, U.S. Endowment for Forestry and Communities, City of Roseville, CA
- Forager Fuels, Grant Proposal 2025 DOE SBIR - Phase I - DE-FOA-0003504 Topic: C60-04, A, City of Placerville, CA
- Aspen Rocks Music Competition Grant Research, Proposals, and Comprehensive Reports, City of Aspen, CO
- Farm 2 Food Pantry Program Grant Research and Proposals, City of Rifle, CO
- Colorado Blueprint to End Hunger, City of Denver, CO
- Pitkin, Eagle, Garfield Damage Prevention Council—Call 811 B4U Dig, City of Glenwood Springs, CO

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FCS

Michael Stephenson, MBA, ERM

Hazards/Hazardous Materials Specialist

EDUCATION

Master of Business Administration, Saint Mary's College of California, Moraga, CA, 2002

Bachelor of Arts, Environmental Studies, University of California, Santa Barbara, CA, 1994

CERTIFICATION

Environmental Risk Manager (ERM), Environmental Risk Strategies Institute, 2007

TECHNICAL EXPERTISE

Site Assessment and Remediation

Environmental Risk Management

Human HRA

Facility Closures

Vapor Intrusion Assessment and Mitigation

Professional Development

40-hour and 8-hour 29 Code of Federal Regulations (CFR) 1910.120 Training, Department of Labor

8-hour 29 CFR 1910.120 Supervisor Training, Department of Labor

Michael Stephenson, MBA, ERM, has more than 30 years of project management, site assessment, and remediation experience gained from working on various projects, including large and complex industrial developments, for both private and municipal clients. Mr. Stephenson's expertise includes property due diligence, risk management, environmental liability estimation, database management, and statistical data analysis. He has conducted human health and ecological risk assessments, RI/FS, and soil and groundwater characterizations; provided technical support for site closures; and managed several soil and groundwater remediation, monitoring, and investigation for projects involving human health and ecologically based risk analyses.

Related Experience and Client Summary

- Tracy Northeast Business Park Project EIR and Technical Studies, City of Tracy, CA
- Former US Army Reserve Center Closure Project, Rio Vista, CA
- EKN Hotel + Downtown Housing and Economic Overlay Project Focused EIR, Petaluma, CA
- Alameda County Transit Authority—Newark, Hayward, and Seminary (Oakland) Site Investigation and Remediation, Alameda County, CA
- Fire Station 1 Development Project Phase I ESA, Menlo Park, CA
- Confidential Assessment and Remediation Project, South San Francisco, Bay Area, CA
- Historic Lester Cottle Ranch Property Phase I and II ESA, Santa Clara County, CA
- Confidential Development Project, Palo Alto, CA
- Confidential Treatment, Storage, and Disposal Facilities Assessment and Remediation, San José, CA, Tulsa, OK, and Wichita, KS
- 3315 Almaden Site Assessment, San José, CA
- Confidential Site Groundwater Investigation and Remediation, Sunnyvale, CA
- Barber Yard Specific Plan Project EIR, Phase I and Phase II Assessments, City of Chico, CA
- Petroleum Refinery Site Assessment and Remediation Project, Santa Fe Springs, CA
- Addendum to the Final EIR No. 331 for the Gypsum Canyon Cemetery Project Peer Review, City of Anaheim, CA

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FCS

Philip Ault, MS, LEED AP

Noise Specialist

EDUCATION

Master of Science, Advanced Environmental and Energy Studies for Architecture, University of East London at Center for Alternative Technology, Wales, UK, 2007

Bachelor of Science, Mathematics, Bob Jones University, Greenville, SC, 1991

TRAINING AND CERTIFICATIONS

US Green Building Council, Leadership in Energy and Environmental Design (LEED) Accredited Professional (AP), without specialty

TRAFFIX Training, Dowling Associates, Inc., Oakland, CA

FHWA Traffic Noise Model 2.5 and Traffic Noise Fundamentals Training Course, Bowlby & Associates, Inc., Franklin, TN

Principles of Ecological Design, Case Studies in Ecological Design, San Francisco Institute of Architecture San Francisco, CA

Philip Ault, MS, LEED AP, has more than 19 years of experience in noise and air quality environmental impact analysis. As the Director of Noise and Air Quality Services, Mr. Ault is responsible for overseeing climate-sustainability strategy, noise and air quality studies, and environmental management systems and regulatory compliance with CEQA and NEPA requirements. He has prepared project-level technical noise analyses and programmatic noise and vibration impact analyses for programmatic-level CEQA analyses, including general plans, general plan updates, and specific plans. Mr. Ault has managed more than 900 projects that included the coordination of technical teams across multiple disciplines, firms, and municipal staff. In the past five years, Mr. Ault has also taken on the management of multiple CEQA and NEPA projects that involved the preparation of Addenda, Exemptions, IS, EIRs, and EAs. In his role as Manager of the Noise Team, he trains staff on conducting field noise measurements in compliance with FHWA, Caltrans, FTA, and HUD standards, as well as providing director-level review of all noise analyses. Mr. Ault also provides senior oversight, peer review, and expert testimony for FCS's noise services. In his role as Manager of the Air Quality Team, he guides the training and coordination of the air quality team members. He oversees and manages a full range of air quality and GHG emissions analyses, HRAs, and energy impact analyses.

Related Experience and Client Summary

- General Plan Circulation Element Update and Supplemental EIR, City of Cloverdale, CA
- Baumgardner Ranch Development Project IS/MND, City of Cloverdale, CA
- Alexander Valley Wellness Center IS/MND, City of Cloverdale, CA
- Vista Oaks Subdivision Project IS/MND and Technical Studies, City of Cloverdale, CA
- Villages at the Quarry Project Consistency Checklist and Technical Studies, City of Pleasanton, CA
- Hidden Canyon Residences and Preserve Project EIR, City of Pleasanton, CA
- Addendum to the City of Pleasanton Housing Element and CAP General Plan Amendment and Rezoning Supplemental EIR for the Avalon Bay Pleasanton Project, City of Pleasanton, CA
- Stoneridge Mall Apartments Project CEQA Documentation, City of Pleasanton, CA
- City of Pleasanton 2023–2031 (6th Cycle) Housing Element Update Program EIR, City of Pleasanton, CA
- Arroyo Lago Development Project EIR, Alameda County, CA
- Spotorno Ranch Reduced Development Project Consistency Checklist, City of Pleasanton, CA
- Spotorno Ranch Project Subsequent EIR, City of Pleasanton, CA

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FCS

Yiu Kam

Visual Simulations Specialist

EDUCATION

Bachelor of Arts, Urban Studies, University of California, Berkeley, CA, 2006

SKILLS

Graphic Design

Urban Design

Web Design

3-D Modeling + Visualizations

Cartography

Brand Development

Marketing

Copywriting

Photography

TECHNICAL EXPERTISE

Adobe Creative Suite

Microsoft Office

SketchUp + Podium

ArcGIS

Yiu Kam is a multi-disciplinary Designer specializing in developing meaningful and compelling visual tools for stakeholder and community consideration and collaboration. With more than 19 years of graphics expertise in the urban planning, long range planning, and environmental planning fields, Mr. Kam keenly understands the power of effective visual communication to educate, inform, and inspire an audience. He specializes in creating visual simulations and renderings for development projects undergoing CEQA review, with special consideration of viewshed corridors and compatibility with surrounding land uses. His workflow, developed over the years, ensures the geographically accurate and photorealistic depiction of a project's buildings, landscaping, and grading within an existing environment. Mr. Kam also has award-winning graphic communications experience in developing creative campaigns for various projects that encompass the disciplines of graphic design, project and event branding and art direction, informational animation videos, social media, and web design/user interface.

Related Experience and Client summary

- Baumgardner Ranch Development Project IS/MND, City of Cloverdale, CA
- Arroyo Lago Development Project EIR, Alameda County, CA
- Vista Oaks Subdivision Project IS/MND and Technical Studies, City of Cloverdale, CA
- Hidden Canyon Residences and Preserve Project EIR, City of Pleasanton, CA
- Spotorno Ranch Project Subsequent EIR, City of Pleasanton, CA
- Vallejo Comprehensive General Plan Update and EIR, City of Vallejo, CA
- Initial Study/Addendum to the Enchanted Resorts Project EIR, City of Calistoga, CA
- Civic Center and Downtown West End Gateway Project Supplemental EIR, City of Napa, CA
- Downtown Napa General Plan and Zoning Ordinance, City of Napa, CA
- Sausalito Comprehensive General Plan Update and EIR, City of Sausalito, CA
- Alexander Valley Wellness Center IS/MND, City of Cloverdale, CA
- NEAP EIR, City of Healdsburg, CA
- Chicken Town Mini Golf Center Conditional Use Permit and Site Plan and Architectural Review Services, City of Petaluma, CA
- Free Range Miniature Golf Center Landscape Architecture Services, City of Petaluma, CA

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Appendix B:
Proposal Authorization Form

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Exhibit D

PROPOSAL AUTHORIZATION

NAME OF RESPONDENT FCS International, Inc., dba FirstCarbon Solutions

1. The above-named Respondent is a Respondent to the Request for Qualifications / Request for Proposals of the City of Benicia for professional services to prepare [Environmental Review] and possesses the legal authority to submit this Proposal.

2. The undersigned is authorized to conduct all negotiations for and legally bind the Respondent in all matters relating to this Proposal submittal.

3. The undersigned has reviewed, understands, is able to comply with and agrees to be bound by the General Conditions Governing the RFP described in Section 7 of the RFP.

4. The undersigned grants the City a right to conduct reference checks and reasonable investigation of all information provided by Respondent.

5. The undersigned certifies that this Proposal is irrevocable until 120 days after its submission date.

Signature: Mary Bean

Print Name: Mary Bean

Title: Senior Vice President

Date: April 7, 2025

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Exhibit D

PROPOSAL AUTHORIZATION

NAME OF RESPONDENT FCS International, Inc., dba FirstCarbon Solutions

1. The above-named Respondent is a Respondent to the Request for Qualifications / Request for Proposals of the City of Benicia for professional services to prepare [Grant Applications and Mgmt] and possesses the legal authority to submit this Proposal.

2. The undersigned is authorized to conduct all negotiations for and legally bind the Respondent in all matters relating to this Proposal submittal.

3. The undersigned has reviewed, understands, is able to comply with and agrees to be bound by the General Conditions Governing the RFP described in Section 7 of the RFP.

4. The undersigned grants the City a right to conduct reference checks and reasonable investigation of all information provided by Respondent.

5. The undersigned certifies that this Proposal is irrevocable until 120 days after its submission date.

Signature: Mary Bean

Print Name: Mary Bean

Title: Senior Vice President

Date: April 7, 2025

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26-013

PROFESSIONAL SERVICES MASTER AGREEMENT (ON-CALL PLANNING)

BETWEEN

CITY OF BENICIA AND

GHD Inc

This Professional Services Master Agreement ("Agreement") is dated July 1, 2025, and is by and between the City of Benicia, a political subdivision of the State of California ("CITY") and GHD Inc, a California Corporation located at 943 Reserve Drive, Suite 100, Roseville, California 95678, licensed to do business in California, ("CONTRACTOR") relating to GHD - Planning Master Service Agreement (FY26-27) Services (“Services").

1. Agreement

1.1. 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 by the City Manager, or designee who is hereby authorized to execute any Task Order and issue a Notice to Proceed, without further action by the City Council, provided the Task Order is within the total authority of this Master Service Agreement. Amendments to this Master Service Agreement require City Council approval.

Services may include, but not be limited to:

A. Current Planning Development Review

B. Long-Range Planning Policy and Strategies

C. Historic Preservation

D. Land Use Economics

E. Environmental Review

F. Housing Programs and Policies

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.

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1.2. Term of Agreement

A. This Agreement will conclude on June 30, 2027 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.

1.3. 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.

1.4. Compensation

CONTRACTOR shall be compensated, a total value not to exceed $325,000 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 not to exceed 5% or the current year's February change of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Francisco-Oakland-Hayward, CA index, whichever is lower, and must seek CITY's authorization for rate changes. 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.

1.5. 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 in excess of $1,000.00, where prevailing wages are required by 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 City's Public Works Office and may be obtained from the California Department of Industrial Relations website

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[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 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. CONTRACTOR 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 CONTRACTOR shall pay federal Davis Bacon wages and comply with applicable federal requirements.

B. 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.

C. CONTRACTOR, where applicable, 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.

1.6. 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

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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. **Patent Rights, Copyright, Trade Secrets:** CONTRACTOR 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.

C. **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 artd will survive termination of this Agreement.

D. **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.

E. **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.

F. **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

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Agreement in favor of the CITY and the Indemnitees in the exact form and substance as those contained in this Agreement.

G. **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 al I 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

1.7. 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.

1.8. 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.

1.9. 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

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services, or expenses, except for reasonable administration expenses, incurred by CONTRACTOR by reason of such suspension.

1.10. 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 based on a final invoice from the CONTRACTOR.

1.11. 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 I 101, 1102and1102.1; 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.

1.12. 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:

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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. § l8700(a) (2))

1.13. 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.

1.14. 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.

1.15. 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.

1.16. 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.

1.17. 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.

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1.18. 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.

1.19. 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.

1.20. 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.

1.21. 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: Stacy Hofacre

Senior Management Analyst

shofacre@ci.benicia.ca.us

To Contractor: Todd Tregenza

Principal

todd.tregenza@ghd.com

1.22. 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.

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1.23. 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.

2. Insurance Requirements

2.1. INSURANCE REQUIREMENTS

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated July 1, 2025, by and between GHD Inc, hereinafter referred to as "Contractor", and the City of Benicia, hereinafter referred to as "City", providing for professional services.

2.2. 1. Contractor's Duty to Show Proof of Insurance

Contractor, 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 Contractor's acts, errors, or omissions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Contractor shall not perform any work under this Agreement until Contractor 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, Contractor 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, Contractor 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. Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or City as an additional insured.

2.3. 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

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for liability arising out of Contractor'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. Contractor 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.

2.4. Workers' Compensation Insurance

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

2.5. 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.

2.6. 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.

2.7. Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Contractor, at Contractor'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.

2.8. Insurance terms and conditions:

3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Contractor shall not be suspended, voided, cancelled or

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reduced in coverage or in limits except after ten (10) days written notice by Contractor 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. Contractor 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 Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor 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 Contractor is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Contractor'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 Contractor'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 Contractor 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 Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor. City, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Contractor 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 Contractor of its obligation to obtain and maintain the insurance coverages required by this Agreement.

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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 Contractor and its Subcontractors shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Contractor's fees under this Agreement (and the fee of its Subcontractors under Subcontractor agreements) shall be reduced by the amount of insurance premiums that may be avoided by Contractor and its Subcontractors 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 Contractor's and Subcontractors policies. Construction Manager and its Subcontractors shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

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

"GHD Inc" By: DocuSigned by: Todd Tregenza DCF2B359123E4ED... 6/23/2025

Todd Tregenza

Its: Principal

"City" By: _____

Its: _____

"Department" By: _____

Its: _____

"City Attorney" By: _____

Its: City Attorney

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Exhibits List

A - Scope of Work

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Exhibit A

Scope of Work

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Request for Proposal RFP #25-063

On-Call Planning Services

City of Benicia

7 April 2025

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GHD Inc.
943 Reserve Drive
Roseville, CA 95678
www.ghd.com

April 7, 2025

01. Cover Letter

Stacy Hofacre, Permit Services Analyst
Community Development Department
City of Benicia
250 E. L Street
Benicia, CA 94510

RE: Request for Proposal (RFP #25-063) for On-Call Planning Services

Dear Stacy,

On behalf of GHD, Inc. ("GHD"), we are excited to submit our response to the City of Benicia's Request for Proposal (**RFP #25-063)** for On-call Planning Services. After a comprehensive review of the issued RFP, the city's available planning documents including the 1999 General Plan, the Zoning Code, the Downtown Mixed Use Master Plan (DMUMP), the 1990 Downtown Historic Conservation Plan, and other adopted regulatory plans, as well as maintaining a deep understanding and appreciation of City staff's daily workload, schedule constraints, and everyday challenges, we are confident that GHD's multidisciplinary team of Planning professionals are a direct match with your needs!

Since 2022, GHD has enjoyed a successful working relationship with the City of Benicia and has provided multiple professional services to the city including our work on the **Port of Benicia Modernization Project** and the **Benicia Marina Breakwater Repair Project.** Our Planning team looks to replicate our company's success in the city as we offer quality, competent, and responsive Planning services to augment City staff's efforts. As you will read further in this proposal, GHD has ample experience assisting cities across California with tasks to fulfil their planning initiatives. While we don't currently have the staff available to offer public counter support, we are well positioned to provide many of the Planning support services listed in the RFP.

For the City of Benicia, **Brady Woods** will serve as your primary point of contact and day-to-day Project Manager. Brady is uniquely qualified for this role given his multiple years providing on-call planning services to numerous California cities as well as his 10+ years leading local planning departments as Planning Manager for the cities of Buena Park, CA and Bradenton, FL. Brady will be joined by GHD's multidisciplinary team of professional planners and urban designers, historic preservationists, environmental planners, economic analysts, and outreach specialists. Along with Urban Planners **Tracey Scott, AICP, CNU-A, NCI**, and **Jonathan Linkus**, **AICP, LEED-AP**; Architect **Kathryn Urban**; Environmental Planner **Nicole Greenberg**, Land Use Economic Specialist **Luis Nunez**, Community Engagement Specialist **Yosef Yip**; and a host of in-house support staff, we stand ready to provide Benicia with the technical expertise needed to maintain the high level of service your community has come to expect, but also and equally important, to lighten the load on City staff's shoulders.

Our wide-ranging and multi-disciplinary expertise, established relationships, resources, and proven experience make us the City of Benicia's ideal partner. We are aware of key issues and project requirements and committed to deliver efficient and consistent planning, architectural, environmental, and community engagement services on schedule and within budget. GHD agrees to accept the terms and conditions of the contract provisions with exceptions noted in our comments on the Draft Professional Services Agreement, which we hope to discuss with the City. If you need more information or have any questions regarding our capabilities, please feel free to contact us!

Sincerely,

Todd Tregenza, AICP
Principal, Project Director
916.245.4216
todd.tregenza@ghd.com

Brady M. Woods
Project Manager
657.622.4928
brady.woods@ghd.com

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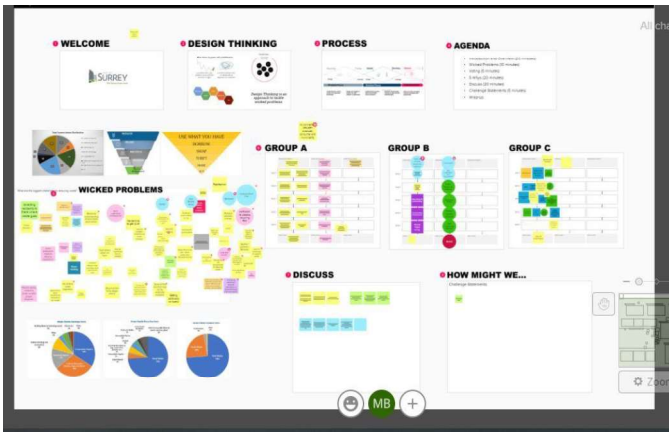
COMMUNITY ENGAGEMENT

We strive to engage the right people, in the right way and at the right time, to facilitate meaningful and productive involvement from your stakeholders. GHD's approach to stakeholder engagement puts people at the very heart of the process. Whether it's through informational campaigns reaching an audience of thousands or facilitating workshops among teams within your organization, our focus on people drives our commitment to doing engagement right. GHD can develop and implement compelling engagement and communication strategies and programs. We offer strategic guidance on complex issues, always using clear and accessible language for inclusivity and understanding by a variety of audiences. In executing this work, we combine industry-leading, science-backed, and experience-based practices, combined in a tailored strategy to thoughtfully inform technical deliverables and achieve your goals.

For the Transportation Agency for Monterey County (California), GHD deployed its GHD Engage immersive digital visualization platform to host a virtual open house open online and 24-7 (www.sr68.ghdengage.com)



For the City of Surrey, GHD facilitated a virtual session using Microsoft Teams for video and audio and Mural for real-time visual collaboration

When it comes to engagement, one size will not fit all. Similarly, employees and leaders may move positions when it comes to the level of engagement, based on circumstances and capacity at any given time.

Using the **Spectrum of Engagement** as a guide, GHD will work with you to develop an outreach plan and align identified stakeholders with your desired level of involvement in decision-making, learn about past engagement activities, and the current state of your relationship with them, then design engagement activities to reflect those factors, helping you to achieve your ultimate goal of collecting high-quality input at the defined project milestones. GHD offers the following engagement tools:

- ✓ In-Person, Virtual, and Hybrid Engagement
- ✓ Accessible Communications
- ✓ Visual Communications and Graphic Design
- ✓ Language Translation

INFORM
We communicate effectively and authentically to keep you informed.

CONSULT
We keep you informed, listen to and acknowledge concerns and aspirations to let you know how this input will be used for decision making.

INVOLVE
We will work with you to ensure your concerns and aspirations are considered

COLLABORATE
We will partner with you in the decisions that matter to you

EMPOWER
We will implement what you decide

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02. Firm Profile

GHD, Inc.
943 Reserve Drive
Suite 100
Roseville, CA 95678
916.245.4216
todd.tregenza@ghd.com

Established in 1928, GHD is a wholly owned subsidiary—a privately held, international engineering firm owned by our people and operating across five continents. With a **global** presence and a commitment to **local** delivery, we provide our clients the opportunity to build strong relationships with our local teams while benefiting from our extensive global expertise. Our business model focuses on international collaboration to ensure local delivery.

Brady Woods, Project Manager, will manage the project from our Irvine office. Most of the work efforts will be completed from our Irvine, Roseville, and San Diego offices.

Subconsultant Partners

GHD has selected a reputable environmental consulting firms to complement our in-house team.

Bargas Environmental Consulting
2215 21st Street
Sacramento, CA 95818
916.993.9218
jeladli@bargasconsulting.com

Bargas Environmental Consultants, Founded in 2012 as a one-person natural resources firm Bargas has evolved into a multi-disciplinary firm providing natural, cultural, and paleontological resources support, regulatory permitting, and geographic information systems (GIS) services. Bargas is a certified small (SBE), minority (MBE), woman-owned (WBE/WOSB), and disadvantaged business enterprise (DBE) headquartered in Sacramento, California.

Groundwork Preservation, LLC
PO Box 1514
Colfax, CA 95713
415.640.0626
gretchen@groundworkpreservation.com

Groundwork Preservation is a California-based historic preservation consulting firm specializing in the documentation and evaluation of historic properties. Groundwork is a federally certified Woman-Owned Small Business and California certified

Micro Small Business founded by Gretchen Hilyard Boyce, who has 20 years of experience in the field. Groundwork provides cultural and historical resource documentation and planning services to help our clients navigate the historic review.

Why GHD for On-call Services?

In-depth understanding of on-call contracts

Ninety percent of our clients are municipal agencies or government entities, and approximately 75% percent of our work comes from repeat clients. We have worked on many similar on-call services for a number of local agencies and understand the variety of task order requests that come from these types of contracts. This background benefits the City of Benicia because GHD is well versed in completing multiple task orders simultaneously on multiple projects as we have done conducting similar on-call services for various municipal agencies in California. Through our experience, we have gained knowledge and skills to successfully act on a moment's notice to address your concerns, provide guidance and expertise in various public works projects to meet any schedule deadlines. The City can rely

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on our team as an engaged and collaborative partner on all your on-call needs.

Expertise and responsiveness that is second to none

Our team brings decades of experience and a thorough understanding of the challenges that municipal Planning Departments face today. We execute projects with high standards of safety, quality, and ethics throughout the entire asset value chain. Fuelled by a client service-oriented culture, we combine our knowledge, skills, and experience with innovative practices, technical expertise, and strong systems to create lasting community benefits.

Multidisciplinary Team

We offer a multidisciplinary team to create actionable plans tailored to our work context. Our in-house team consists of planners, architects, urban designers landscape architects, environmentalists, historic preservationists, engineers, GIS analysts, economists, and outreach specialists who collaborate closely to develop local and regional plans tailored to individual communities. By offering a wide range of services internally, we can provide expedient and high-quality municipal services that balances consistency with the City's development regulations and the developer's vision and pro-forma for realizing the project.

Innovative Solutions

GHD firmly believes in projects that provide cultural balance and diversification as well as sustainable solutions that better our environment. We consistently strive to enhance operations by integrating collaborative design and software solutions such as Autodesk, Arc GIS, HSIP Analyzer, GHD Engage, Teams, Webex, Zoom, Social Pinpoint web-based platform, Autodesk Construction Cloud, SharePoint, ProjectWise, Primavera, Microsoft Suite (Office, Loop, Word, Project, PowerPoint, CoPilot, etc.), and many others. GHD Engage can integrate with several existing public engagement storytelling platforms including Social Pinpoint and other 3rd Party API integration.

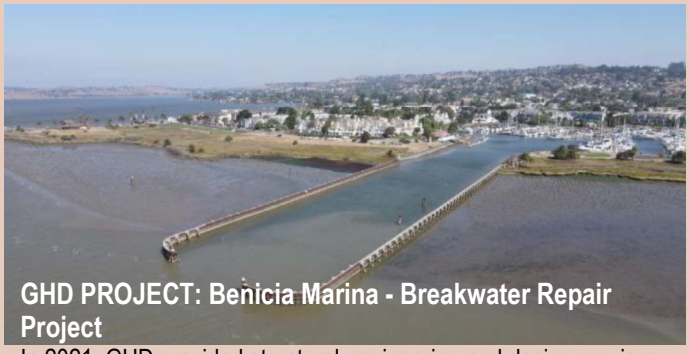
Why GHD for Benicia?

Simply put, we are…

- ✓ **Familiar** with existing Benicia land use policies, zoning regulations, and design guidelines
- ✓ **Well-resourced** multi-disciplinary in-house staff to expeditiously provide planning services
- ✓ **Experienced** in conducting planning plan checks and design review
- ✓ **Experts** in State housing laws, policies and implementation
- ✓ Cognizant of Benicia's desire to preserve city's historical and cultural maritime heritage
- ✓ **Experts** in environmental regulations and permitting
- ✓ **Unmatched** regional knowledge - GHD has worked in multiple jurisdictions near Benicia:
  - City of West Sacramento
  - City of Vacaville
  - City of Newark
  - City of Davis
  - City of Union City
  - Sonoma County

GHD PROJECT: Port of Benicia - Modernization Project

The City of Benicia contracted GHD to prepare the Port of Benicia Facilities and Infrastructure Modernization Plan to be used as a roadmap for infrastructure improvements, investments and modernization revitalizing the Port as a key part of Benicia's Priority Production Area. GHD also conducted extensive public engagement, provided recommended updates to the City's Industrial Design Guidelines and Zoning Regulations, and prepared an associated environmental review document for consistency with State environmental laws.



GHD PROJECT: Benicia Marina - Breakwater Repair Project

In 2021, GHD provided structural engineering and design services to the City of Benicia and TranSystems for the Benicia Marina Breakwaters Repair Project. Following the completion of a Breakwater Conditions Assessment, it was determined that various components of the Breakwater needed repairs. GHD was hired to provide structural engineering support to the City to design High and Medium Priority repairs

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The Value of GHD Client Services & Solutions

Future Communities

While the concept of "community" is simple and universally understood, communities are inherently dynamic systems, and we are mindful of local challenges impacting the physical and economic realms they occupy. Because no two communities are the same, our mission is to address the qualities that make communities unique and enhance them to support our clients' strategic vision and community members' values. GHD's collective term for this integrated initiative is Future Communities. By connecting our capabilities in urbanization across GHD — planners, architects, urban designers, scientists, engineers, and economists working across our global network — our multi-disciplinary teams address the most unique and pressing challenges of communities globally. From dense cities to rural towns, our Future Communities experts work together across typologies, geographies and markets to help our most valuable clients lay the foundation for future success.

"Loveable Places" Framework

GHD has developed a framework called "Loveable Places" that helps us plan and design places that people want to live in, visit, spend time in, and travel to — places people love. This goes beyond new bike lanes, storefronts, or landscaping. This approach seeks to understand how people experience getting between places they love, how safe they feel, their social interactions, and how to develop a plan that aligns with a community's to "place identity" and "personal experience".

"Place Identity" celebrates the uniqueness of each place. Just like culture shapes an individual, a unique heritage shapes a place. Place identity is an association, the image that springs to mind when thinking of somewhere, whether that's a desire to maintain a small-town charm, enhance a unique destination, celebrate culture and diversity, or highlight recreational opportunities.

"Personal Experience" celebrates a place's lived reality. We are all different, experiencing our towns in dynamic and contrasting ways depending on the time of day, the season, or our reason for being there. Our experience also changes with time. What we experience in a place as a year-round resident is different to how we experience it visiting as tourists.

GHD's "Loveable Places" framework applies various indicators and dimensions that measure "loveability". These measures are applied in a multi-criteria analysis to help select and prioritize projects and are used to generate positive community energy from the start of a project. We begin with a community engagement strategy that asks the follow questions:

1. *What do you love?*
2. *What do you wish for?*
3. *What do you wonder?*

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03. Project Organization

Organizational Chart

GHD has a large, diverse, and highly qualified technical staff, which remains our primary resource. Our business model prioritizes clear communication regarding project needs, schedules, and challenges. We have selected our team based on the required disciplinary roles in your project scope, as shown in the organization chart below. Brief biographies of key team members follow, and resumes are presented in **Appendix A**.

THE CITY OF BENICIA CALIFORNIA

GHD

PROJECT LEADERSHIP

Project Director	Project Manager
Todd Tregenza, AICP	Brady M. Woods

CORE DISCIPLINE LEADS

Planning + Housing	Urban Design	Historic Preservation	Environmental
Tracey Scott, AICP, CNU-A, NCI	Jonathan Linkus, AICP, LEED-AP	Dr. Kathryn Urban	Nicole Greenberg

Land Use Economics	Community Engagement
Luis Nunez	Yosef Yip

GHD IN-HOUSE SUPPORT STAFF

Architects	Landscape Architects	Civil Engineers	Transportation Planners	GIS Analyst + Graphic Designers

SUB-CONSULTANTS

Bargas Environmental Consulting
Lily Arias
Ashley Hallock

Groundwork Preservation, LLC
Gretchen H. Boyce
Ettienne LeFebre

= Key Personnel

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Key Personnel Biographies

Brady M. Woods, Project Manager I 24 years of experience I 60% committed
Master of Urban and Regional Planning I BS Architectural Studies

Reference #1: Swati Meshram, Deputy Community Development Director
City of Downey, CA
562.869.7311
smeshram@downeyca.org

Reference #2: Tony Bu, Community Development Supervisor
City of Temple City, CA
626.285.2171
tbu@templecity.us

As a Senior Strategic Urban Planner, Brady works with leading design professionals, technical experts, and community leaders to provide unique, solutions-oriented strategies to land development, urban design, and placemaking. Brady is an experienced Project Leader, Land Use Consultant, and Government Official serving in multiple US cities, and adeptly leverages decades of private and public sector experience to serve as a bridge between what communities and clients desire and what governments require. Brady brings years of project management experience in providing on-call planning and design review support to numerous municipalities and will efficiently oversee your project while maintaining focused on client satisfaction, budget oversight, and timely delivery of project milestones.

Todd Tregenza, AICP, Project Director I 18 years of experience I 10% committed
BS Community and Regional Development

Reference #1: Stephanie Chhan, Senior Transportation Planner
City of West Sacramento, CA
916.617.5300
stephaniec@cityofwestsacramento.org

Reference #2: Joaquin Siques, Deputy Director
City of Pasadena, CA
626.744.6900
jsiques@cityofpasadena.net

Todd has focused his career on transportation planning projects, assisting dozens of agencies throughout California in short- and long-range programming, including the development of travel demand models, general plan circulation elements, specific and master plans, corridor studies, capital improvement programs, nexus and fee studies, transportation operational analyses, and impact analyses. This experience spans public and private sectors where Todd prepares transportation studies and grant applications, performing peer reviews of impact studies and developing California Environmental Quality Act (CEQA) impact analyses for development projects of all sizes. Todd will guide the project's overall direction, leveraging his experience from similar projects in California. He will assure the project is technically sound, financially viable, and successfully executed while balancing Benicia's expectations, team performance, and regulatory requirements.

Tracey Scott, AICP, CNU-A, NCI, Urban Designer I 20 years of experience I 40% committed
Master of Urban Design I Master of Architecture I BS Architecture

Reference #1: Chuck Valentine, Director of Modernization & Development
City of Camden, PA Housing Authority
609.685.7701
cvalentine@camdenhousing.org

Reference #2: Bruce Morgan, President
BCM Affordable Housing
856.912.4185
bmorgan@bcmah.com

Tracey offers significant professional experience in urban design, planning, architecture, and landscape architecture. Her experience includes sustainable and resilient community master planning, neighborhood revitalization, visionary ideas for placemaking and architecture design, complete and green streets, active transportation, transit-oriented development, HUD choice neighborhoods, specific plans, design guidelines, form-based codes, graphic design, and community stakeholder engagement. Tracey will lead urban planning and design activities, helping to shape public spaces to enhance livability, sustainability, and functionality. She will create visually appealing and functional cityscapes, public spaces, streetscapes, and mixed-use developments while designing pedestrian-friendly, bike-friendly, and transit-oriented urban environments. Tracey will also promote smart growth principles, placemaking strategies, and an innovative engagement process that is fun and creative.

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Jonathan Linkus, AICP, LEED-AP, Urban Planner I 15 years of experience I 30% committed
Master of Architecture I Bachelor of Architecture

Reference #1: Kyle Warsinski, Senior Project Manager
City of Riverside, CA
951.826.5168
kwarsinski@riversideca.gov

Reference #2: Travis Clark, Community Development Director
City of Desert Hot Springs, CA
760.329.6411
tclark@cityofdhs.org

Jonathan is GHD's urban design + planning service lead in the Americas and US West Technical Director. His 15 years delivering public and private projects are based on thoughtful client and stakeholder relationships and integrated thinking across urban scales. His work pioneers community uplift strategies which garnered 10 regional, state, and national awards - all as lead planner or Project Manager. Project types include university plans (LRDP's), mixed-use, specific plans, community parks, sports districts, coastal resiliency, and airport-connected master plans.

Kathryn Urban, Architect + Historic Preservation Specialist I 32 years of experience I 30% committed
Doctorate in Architecture I Bachelor of Environmental Design

Reference #1: Stanley Solamillo, Cultural Resource Planner
County of Maui, HI
808.250.3273
ssolamillo@co.maui.hi.us

Reference #2: Gary Goodrich, Senior Project Manager
CREDE Group, Inc.
808.228.6542
gary.goodrich@credegroup.com

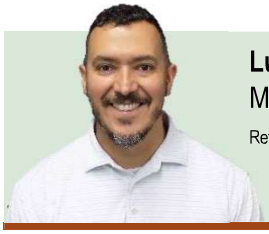
With years of experience in the design-build delivery method, Kathryn is confident in working with both government agencies and general contractors to develop design solutions for the within project budgets. In addition, Kathryn has spent much of her career as a recognized subject matter expert in the field of architectural historic preservation. She has worked on projects throughout the US and the Pacific islands and performed field investigations, record drawings, code review, historic resource eligibility, Historic American Buildings Survey drawings, schematic and construction drawings for adaptive-use of historic buildings, and grant applications for adaptive-use of historic properties, nominations to the National Register of Historic Places for review by the Advisory Council on Historic Preservation.

Nicole Greenberg, Senior Environmental Planner I 11 years of experience I 40% committed
MS Environmental Studies I BS Marine & Environmental Biology and Policy

Reference #1: Joseph Ravitch, Harbor Division Manager
City of Oceanside, CA
760.435.4000
jravitch@oceansideca.org

Reference #2: Nick Minicilli, Senior Traffic Engineer
City of Temecula, CA
951.693.3917
nick.minicilli@temeculaca.gov

Nicole is an environmental permitting and impact assessment professional with a concentration in land use planning and coastal resource management. Nicole identifies permit strategy, facilitates the environmental regulatory process for clients, and coordinates their needs with agencies, utilities, and municipalities. Nicole addresses permitting requirements for public works infrastructure, coastal development, and energy sector projects. Nicole's areas of expertise include CEQA/National Environmental Policy Act (NEPA) compliance, coastal planning, and regulated waters/wetlands permitting.



Luis Nunez, Land Use Economist I 23 years of experience I 30% committed
Master of Urban Planning & Public Policy I Bachelor of Government & International Relations

Reference #1: Courtland Holman, Executive Director
Wharton, Texas Economic Development Corp.
979.531.9015
executivedirector@whartonedc.com

Reference #2: Adriana Castaneda, Virginia Transportation and Environmental Services Director
City of Alexandria, VA
703.746.4025
Adriana.castaneda@alexandriava.gov

Luis has over 23 years of multi-disciplinary experience in urban planning, economic development, strategic planning, real estate, economics, and public policy. As advisor, he has extensive expertise with municipal planning and economic development strategic planning in the public, private, and nonprofit sectors. Since 2002, his practice includes an emphasis on the facilitation and implementation of actionable and integrated planning and economic development strategies and policies, land-use, and market-

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based redevelopment plans for special areas, such as corridors and downtowns. He is adept at community engagement, fiscal and economic impact analysis, public finance, sustainability and resiliency, social impacts related to equity, affordable housing, business attraction and retention, workforce development solutions, and market analysis.

Yosef Yip, Senior Strategic Communications Advisor I 15 years of experience I 40% committed
Master of Urban Planning I BES Urban Planning

Reference #1: Patrick Gilster, Director of Planning & Fund Management
San Mateo County Transportation
650.622.7853
GilsterP@samtrans.com

Reference #2: Bharat Singh, Planning Services Manager
City of San Mateo, CA
628.204.1378
bsingh@smcgov.org

Yosef has more than 15 years of experience in stakeholder and community engagement with a background in urban planning. His community building informs his ability to implement strategic outreach plans, foster trust through equity-focused partnerships with Community-Based Organization (CBO) and enhance public understanding of technical projects. Yosef has successfully managed small and large-scale initiatives for projects in all phases, while also working on multimodal projects like San Mateo County Transportation Authority's El Camino Real Complete Streets Corridor Plan. He has worked in a variety of sectors including transportation, energy, mobility, active transportation, emergency response, and more.

Lily Arias, Principal Archaeologist I 13 years of experience I 30% committed
MA Cultural Resources

Reference #1: Valeria Flores, Planner
San Bernardino County, CA
909.387.8311
valerie.flores@lus.sbcounty.gov

Reference #2: Alison Bermudez, Senior Planner
City of Citrus Heights, CA
916.727.4740
abermudez@citrusheights.net

Lily has over 13 years of experience in cultural resources management with a focus on historic resources. She has supported numerous projects in the transportation sector in compliance with the Cultural Resources requirements of the California Environmental Quality Act (CEQA) and Section 106 of the National Historic Preservation Act (NHPA), including providing Native American consultation assistance under Assembly Bill (AB) 52. Lily has expertise in archaeological research, including literature reviews, archival research, and California Historical Resources Information System (CHRIS) records searches; archaeological field investigations, including surveys, test excavations, and monitoring; resource evaluations for the National Register of Historic Places (NRHP) and California Register of Historical Resources (CRHR); and preparation of technical reports and environmental document sections in compliance with CEQA, National Environmental Policy Act (NEPA), and agency requirements..

Gretchen H. Boyce, Environmental Historic Preservation I 20 years of experience I 30% committed
MS Historic Preservation I BA Architectural History

Reference #1: Tammy Taylor, Senior Planner Director
County of Marin, CA
415.473.7873
tammy.taylor@marincounty.gov

Reference #2: Lily, Arias, Principal/Cultural Resources
Bargas Environmental Consulting
510.589.0467
larias@bargasconsulting.com

Gretchen is a regional expert and national leader in the field of preservation planning and cultural landscapes. With over 20 years of experience in the public and private sectors, Gretchen is sought out by clients for her ability to strategize effective compliance strategies that balance the values and views of multiple stakeholders while meeting complex regulatory requirements. Through Groundwork, she applies her solutions-oriented approach to enable clients to navigate the often-challenging process of adapting historic resources while also protecting their cultural value.

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Description of Responsibilities

GHD seeks to augment the Benicia Planning staff by proving technical planning support in six (6) of the eight (8) service areas described in the RFP (Grant Applications and Management, and Rapid Response services are not included in this scope). We anticipate assisting City staff with the following tasks:

- Prepare well-organized reports regarding complex planning issues, professionally facilitate meetings, and attend and give presentations at meetings with applicants, consultants, and the public as needed, including public hearings.
- Make professional presentations to the City Council, Planning Commissions, Historic Preservation Review Commission, and community meetings.
- Coordinate with Planning staff and staff of other City departments, consultants, and outside agencies during project reviews and processing and respond to public inquiries.
- Work independently, follow directions, seek clarification prior to completion of work assignments, analyze quantitative data and qualitative information, and think creatively and critically.
- Produce professional work products for submittal to the City that have undergone thorough QA/QC and require minimal revisions.

TASK 1: CURRENT PLANNING DEVELOPMENT REVIEW

GHD's cadre of profession planners will assist Benicia staff with a variety planning task including but not limited to, customer service, project management, development review, general plan/comprehensive plan amendments, and public hearing documents. For this, we intend to draw on our wealth of collective experience on both side of the Planning Counter; from City staff ensuring regulatory compliance to architects/engineers constructing real projects.

Under the direction of the Community Development Department Director, or their designee, GHD will assist City staff with the following:

- Interact with the public, design professionals, and applicants during the processing of Planning applications, remotely when necessary
- Coordinate implementation of development applications during the construction phase (conditions of approval, etc.)
- Track condition compliance to ensure continued conformance to approval conditions and mitigation measures
- Coordinate and aid with digital plan reviews and virtual site inspections, when necessary

For Benicia, we would like City staff to leverage the decade-plus of municipal planning experience Brady Woods brings to our team and to your city. He will lead this task and be your point-person for all current planning related items. Brady and all of our planning and design professionals are eager to provide the City with exemplary customer service, innovative initiatives, and creative project solutions while delivering the high level of quality the Benicia community typically receives.

Your Task 1 GHD Teammates:

TASK 2: LONG-RANGE PLANNING POLICY AND STRATEGIES

We strive to deliver policy that are not only implementable but also provide sustainable benefit to the community. Our evidence-based approaches assist to inform public policy, government strategies and regulations to create solutions that work in the real world.

In working with Benicia to support their efforts towards becoming increasingly adaptive, innovative and effective as they deliver positive public outcomes, GHD looks to offer the following services in public policy, strategy, and regulation:

- Planning for and design of public policy
- Analysis of existing and proposed regulations
- Policy implementation support and service delivery improvement programs
- Policy evaluation and performance monitoring
- Behavioral insights and data in public policy design

Under this task, it is anticipated that that we will prepare staff reports and presentations, present at public hearings and community meetings, update the General Plan and Zoning Code as necessary, and provide urban design and policy development as well as other service indicated by City staff.

Your Task 2 GHD Teammates:

TASK 3: HISTORIC PRESERVATION

Our in-house Historic Preservationist and Senior Architect, Dr. Kathryn Urban, will prepare historical resource evaluations and historic preservation services including completion State of California Department of Parks and Recreation 523 Forms and Historic Resource Evaluations for compliance with the Mills Act

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and Secretary of Interior's Standards for the Treatment of Historic Properties.

Your Task 3 GHD Teammate:

TASK 4: LAND USE ECONOMICS

Because there are so many "moving parts" to development and redevelopment, success is highly dependent on the elimination of as much uncertainty as possible. Challenges on the cost side of the equation include: significant variations in land prices, depending on market conditions and property owner expectations; on-site development costs, depending on existing conditions; off-site development constraints including upgrades to existing infrastructure; and higher financing costs due to perceptions of risk. Challenges on the revenue side include the fact that it may take longer to absorb space or achieve anticipated rents and / or sale prices as market conditions change. All of these dynamics result in a relatively high-risk endeavor for a private developer. Therefore, the level to which public sector requirements assist or impede development projects can decrease or increase some of their inherent variability and uncertainty.

In response to Benicia's land use economics challenge, GHD's approach takes a holistic and comprehensive view that considers macroeconomic, as well as local and regional market factors, fiscal conditions, market and financial feasibility, and public benefit estimates. Ultimately, in land use economics, the goal is to streamline the development process all while gaining a better sense of the ever-changing risks and uncertainty in the marketplace. GHD's comprehensive approach also considers a number of other factors detailed in the following section.

Market Feasibility Considerations

A number of factors influence an area's ability to capture investment dollars. These can be categorized as: top-down considerations; bottom-up considerations; external considerations; and others. Some, the public sector (or stakeholder entities) can control, and others they cannot.

Top-Down Considerations

- Demand for certain land uses
- Demographic and psychographic conditions which support certain product types
- Untapped market niches (product voids)
- Competitive projects (proposed, planned and under construction)

Bottom-Up Considerations

- Physical capacity of the community / individual parcels to accommodate market supported product types
- Fewer physical constraints
- Vision and desire for certain uses and product types
- Size of parcels, parcel ownership (public and private), owner investment objectives
- Zoning (and other regulations) and presence of easements

External Considerations

- "Delivery system" – who are the area's builders / developers, what are they willing and able to offer?
- Financing markets – availability of capital with reasonable funding terms for certain product types
- Forces beyond those currently in the market (e.g., migration to Metro Area by persons who do not represent the existing profile of residents and consumers.

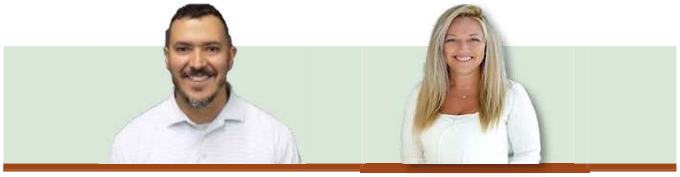
Other Considerations

- Available resources to position and promote investment in the community (both public and private). Market feasibility, however, does not guarantee financial feasibility, which will address potential "barriers to investment" that may affect the delivery of projects in any given market context.

Methodology

Our development economic analysis is evaluated from a private developer perspective, i.e., how much development value can be created from each land use/product type based on current revenues and costs in the market. For each project, a build-out economic analysis can be prepared based on the proposed development program. Rents and sale prices for each land use type are based on current and future market conditions in Solano County and the San Francisco Bay Metro Area. Estimates of total project value and project cost are completed, resulting in either a margin or a "gap." If a project "gap" is identified, potential "gap filling" measures can be quantified, including any combination of the following factors: land acquisition/writedown, site improvements, contribution (infrastructure, parking), supportable financing mechanisms/tools, city sales tax sharing (if applicable), development fee waivers, federal/state/local grants, streamlined development approval process. The goal in development and redevelopment is to balance variables in an aesthetically and economically responsible manner, thereby reducing uncertainty (and economic gaps).

Your Task 4 GHD Teammates:



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TASK 5: ENVIRONMENTAL REVIEW

Our Natural Resources Division, led be Nicole Greenberg, will prepare Exemptions, Initial Studies, (Mitigated) Negative Declarations, Environmental Impact Reports, Environmental Assessments, and associated documentation as well as initiate studies for specific resources in compliance with the local, state, and federal statutes, such as California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA).

Nicole, with support from sub-consultant Bargas Environmental Consulting and Groundworks Preservation, LLC, will conduct environmental peer reviews and/or prepare technical documents including but not limited to the following:

- Cultural and Historical Evaluations
- Biological studies
- Noise Studies
- Air Quality Studies
- Transportation/Circulation Studies
- Water Quality/Supply Assessments
- Stormwater/Wastewater Control and Management
- Hazards and Hazardous Materials Studies
- Green House Gas emissions
- Prepares Mitigation Monitoring Reporting Programs

Your Task 5 GHD Teammates:

TASK 6: HOUSING PROGRAMS AND POLICIES

Leveraging our collective experience in Housing Element preparation, housing policy implementation, affordable housing development, designing master planned communities, and conduct effective community engagement, Brady, Tracey, Jonathan, and Yosef will provide technical assistance and consultation to City staff in developing and instituting housing strategies. GHD anticipates providing the following services under this task:

- Ensure housing compliance with State laws and RHNA
- Monitor new housing development to avoid triggering AB 2011 and AB 1218 “No Net Loss” housing provisions
- Feasibility analysis of new programs and funding
- Assist staff in developing policies and procedures and training
- Assist staff with general program questions
- Assist staff with reporting for housing funds
- Streamline the housing permitting process
- Review pre-approved designs and plans for ADUs

GHD’s Community Engagement Practice

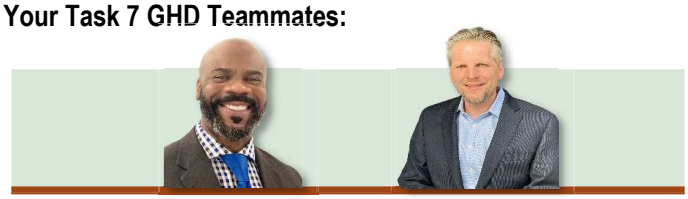
The engagement team will be led by Yosef Yip, an engagement specialist with 15 years of experience, including recent work with transportation agencies in the San Francisco Bay Area. He has led the engagement for the County of Santa Clara’s Housing Element Update and implemented multi-year engagement plans with the Alameda County Transportation Commission, San Mateo County Transportation Authority, and Metropolitan Transportation Commission. Assignments have included communications strategies and plans, in-person and virtual public meetings, online engagement, door-to-door outreach, and collaborating with local trusted partners to leverage existing relationships and foster engagement.

Your Task 6 GHD Teammates:

TASK 7: PROJECT MANAGEMENT + QA/QC

Over the life of the on-call contract, Todd will guide the project’s overall direction, leveraging his experience from similar on-call projects in California while ensuring all deliverables are checked and re-checked before being released to City staff. Brady will efficiently oversee your project while maintaining focused on client satisfaction, budget oversight, and timely delivery of project milestones.

Your Task 7 GHD Teammates:



GHD Staff Project Service Matrix

	Current Planning Development Review	Long-Range Planning Policy and Strategies	Historic Preservation	Land Use Economics	Environmental Review	Housing Programs and Policy	Expedite/Streamline the Housing Permit Process	Review Pre-approved Designs and Plans for ADUs	Community Engagement and Stakeholder Outreach	Grant Applications and Management	Rapid Response Services	Project Management, QA/QC
Brady Woods	■	■				■	■	■	■	Not included in Scope	Not included in Scope	■
Todd Tregenza												■
Tracey Scott		■		■		■			■			
Jonathan Linkus	■	■				■						
Kathryn Urban			■									
Nicole Greenberg					■							
• Bargas Environmental • Groundwork Preservation					■							
Luis Nunez				■					■			
Yosef Yip	■						■	■	■			
GHD In-House Support Staff	■	■	■	■	■	■	■	■	■			

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Historic Preservation & Adaptive Reuse

Ethel Harris House Rehabilitation
San Antonio Missions Park, San Antonio, TX

Dept. of the Interior (DOI), National Park Service (NPS) Contract #140F0822D0073

Design-Build with McKenzie Construction & Site Development. POP: 2024-2025. Historic Architect, Conservator's Representative for Field Inspection.

Marriott Residence Inn Waikiki Beach Historic Preservation/Adaptive Use, O'ahu, HI

Evaluation of Significance, Determination of Eligibility recommendations, Reconnaissance Level Survey, CRIS data upload, HABS Report, and HABS photography.

Joint Base Pearl Harbor-Hickam, O'ahu, HI

NAVFAC Pacific Contract N6247822D4005.

SOI Standards for the Rehabilitation of Historic Buildings

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04. Understanding and Approach

We Get It…

Between being parked at the front counter responding to questions while the division hotline rings incessantly; and conducting numerous application intake and completeness reviews; and completing plan checks, permit reviews and zoning inspections; and preparing multiple staff reports, presentations, hearing notices, ordinances and resolutions; and attending Planning and Historic Preservation Review Commission meetings that don't end until after 10 PM or later; and being present at City Council meetings three times a month…GHD not only understands your daily demands but we've lived them and we truly want to help!

Your handful of dedicated Benicia City Planners are doing the work of at least a dozen, and bandwidth is getting stretched thin. This is the reason we have chosen Brady Woods to be your Project Manager. As a former city Planning Manager with housing policy, architectural design, and Form-Based Code experience, Brady knows first-hand the everyday pressures you face. He too was tasked with achieving the often conflicting goals of making the city better while simultaneously keeping the city moving forward.

The City of Benicia is seeking qualified consultants to provide on-call services for its Community Development Department to augment and support the Planning Division's limited staff. Specifically, the city is looking for technical assistance for the following Planning tasks:

- Current Planning Development Review
- Long-Range Planning Policy and Strategies
- Historic Preservation
- Land Use Economics
- Environmental Review
- Housing Programs and Policies
- Grant Applications and Management
- Rapid Response Services

Project types will vary and may include preparation of written staff reports, ordinances and zoning code amendments, resolutions and other related documents; coordination of development applications, presenting at public hearings and community meetings; conducting historic resources evaluations; preparing comprehensive economic, market, fiscal and/or feasibility analyses; preparing CEQA Exemptions, Initial Studies, (Mitigated) Negative Declarations, Environmental Impact Reports, Environmental Assessments, and other associated documentation, as well as conducting environmental peer reviews; consulting City staff on housing policy implementation and streamline the housing permit process including expedited review of pre-approved ADU applications; and providing emergency response services as directed by the City. The selected consultants will receive a scope of work via email from City staff and will be asked to submit bids (inclusive of work tasks, personnel, and cost proposal) within five to 15 working days, depending on the nature of the project.

The GHD Approach

- Assignment Processing: As this RFP is for on-call services, **this proposal does not contain definitive workplan as we anticipate reviewing each Planning assignment on its own merit**. However, GHD has practices in place to ensure that resources to meet your expectations are available when necessary. Assignment timing can be refined based on City's needs on a case-by-case basis.
- Quality Control: All our deliverables are prepared by our multidisciplined team of experienced technical experts and are comprehensively reviewed for quality assurance prior to final release to the City.
- Resource Allocation: Our professional staff meets weekly to allocate resources and schedule workload. Our capacity will be tailored to Benicia's needs and demands.
- Project Monitoring: GHD will utilize its BST10 SmartClient software to continuously monitor staff time and project budget to ensure budget compliance and eliminate scope creep.

Level of Effort Letter / Pricing Proposal

Pursuant to RFP #25-063 instructions dated March 31, 2025, we have included our 2025 Rate Sheet in **Appendix B**.

Prior Litigation / Claims

GHD, Inc. is not involved in any pending litigation that may affect its ability to provide its proposed solution or ongoing maintenance or support of its products and services.

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Additionally, GHD, Inc. has no recent history of projects for which it has failed to complete the work awarded.

Financial and Related Information

Pursuant to RFP #25-063, GHD will supply the City of Benicia with reviewed financial statements for the last 3 fiscal years, if selected as a service provider.

Proposal Authorization Form

Pursuant to RFP #25-063, the Proposal Authorization Form (Attachment D) has been uploaded to the Procurement Portal.

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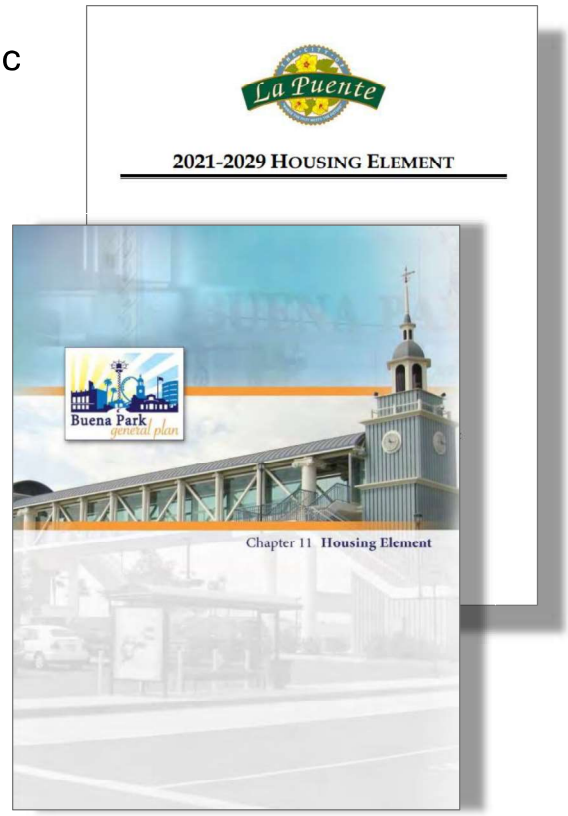
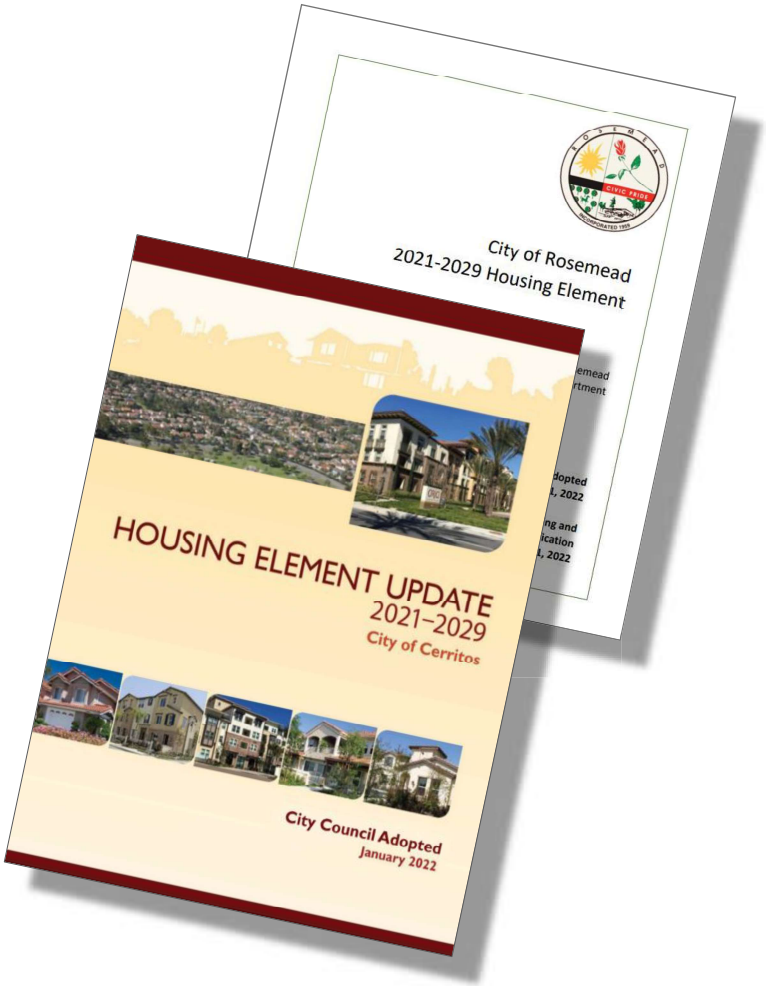
Housing Policy and Strategy Implementation

GHD helps governments and policymakers make data-based decisions to inform public policies and strategies. Our team of public policy professionals help you optimize the performance of your organization to:

- ✓ Achieve your strategic objectives
- ✓ Produce public value
- ✓ Drive transformational change





Our Senior Strategic Urban Planner, Brady Woods, has extensive experience leading teams in community engagement, producing certified Housing Elements and implementable housing programs in California. He has prepared Housing Elements and implementation strategies for the following cities:

- ➢ Buena Park
- ➢ Cerritos
- ➢ El Monte
- ➢ La Puente
- ➢ Rosemead

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Land Use Planning and Zoning

GHD is well equipped to tackle the challenges associated with the complexity of municipal land use, zoning, and urban development projects. Many of our professional Planners have local and regional government experience, allowing us to understand and negotiate the practical and political aspects of City Planning. Our team members are experts in:

- ✓ Current or Short-Range Planning
- ✓ Development Review/Plan Check
- ✓ Land Use Entitlements
- ✓ Code Amendments
- ✓ Development Agreements
- ✓ Housing Affordability/Density Bonus
- ✓ Specific Plans/Master Plans
- ✓ Subdivision Maps
- ✓ Form-Based Code

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Appendix A

Resumes

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Brady M. Woods MURP, BS-ARCH

Senior Strategic Urban Planner - Future Communities

Location
Irvine, California

Experience
24 years

Qualifications
- Master of Urban & Regional Planning
- Bachelor of Science - Architectural Studies

Key technical skills
- Extensive Design Review Experience
- Urban Design + Placemaking
- Land Use Planning
- Strategic Policymaking
- Community Engagement

Memberships
- American Planning Association (APA)
- Urban Land Institute (ULI)

Relevant experience summary

As a Senior Strategic Urban Planner, Brady works with leading design professionals, technical experts, and community leaders to provide unique, solutions-oriented strategies to land development, urban design, and placemaking. Brady brings over 24 years of experience as a Project Leader, Land Use Consultant, and Government Official serving in multiple US cities, and can adeptly leverage decades of private and public sector experience to serve as a bridge between what communities and clients desire and what governments require.

On-Call Planning Services*

- **City of Anaheim, CA**
- **City of Cupertino, CA**
- **City of El Monte, CA**
- **City of Santa Clarita, CA**
- **City of Temple City, CA**

Project Manager, Senior Planner

Provided on-call architectural and landscape design review consultation services for multiple California municipalities that included assessing development projects for adherence with established design guidelines and provided "truth tested" design recommendations from a team of licensed design professional. Served as city's "design committee" when needed.

Bradenton Form-Based Code*

- **City of Bradenton, FL**

Planning Manager

Served as City Planning Manager responsible for developing and implementing Form-Based Code design and zoning regulations based on community input from over 30 outreach events and activities. Promoted 21st Century land use, site and building design principles while incorporating numerous "Good Neighbor" policies. Awarded the 2012 FBCI Richard H. Driehaus Award for development of a form-based code national model the focuses on urban infill, sustainability, public art, stormwater management, lighting, and affordable housing.

2021-2029 6th Cycle Housing Elements*

- **City of Buena Park, CA**
- **City of Cerritos, CA**
- **City of El Monte, CA**
- **City of La Puente, CA**
- **City of Rosemead, CA**

Primary Author, Lead Researcher, Project Manager

Lead the research, analysis, and drafting of 6th Cycle Housing Elements for various jurisdictions in Los Angeles and Orange counties. Established strategic and innovative housing policies to ensure cities could meet or exceed their state housing requirements while also addressing many special needs groups including seniors, those experiencing homelessness, and lower-income households. Facilitated numerous in-person and virtual/digital community input meetings and

** work performed with previous employer*

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listening sessions to understand the community's needs. Served as primary liaison between city, regional, and state housing representatives.

*Hidden Hills Accessory Dwelling Unit (ADU) Ordinance**

- **City of Hidden Hills, CA**

Project Manager, Land Use Consultant

Provided strategic land use consultation and legislative expertise directly to city leadership. Crafted new ADU policies and regulations for citywide implementation, ensured consistency with state laws while adhering to the desires of local residents. Instituted objective site and architectural design standards to simplify and expedite approval and development of ADUs.

*Orchard View Affordable Senior Apartments**

- **City of Buena Park, CA**

Planning Manager

Served as City Planning Manager responsible for facilitating and negotiating a development agreement for the project that involved development of a 66-unit age-restricted affordable housing complex. Prepared density bonus analysis consistent with state law; assessed design characteristics and facilitated community outreach to ensure neighborhood compatibility.

*Sycamore Creek Community Charter School**

- **City of Cypress, CA**

Project Manager, Land Use Consultant

Lead a diverse team of architects, civil engineers, landscape architects, political lobbyists as Project Manager to obtain land use entitlement approvals for the project that involved the adaptive reuse of an existing church for a new TK-12, 750-student public charter school. Facilitated several community outreach events, as served as inter-governmental liaison among multiple agencies.

*Southern Dunes Golf & Country Club**

- **City of Haines City, FL**

Project Manager

Served as Project Manager and Community Liaison for the project that involved design and entitlement approvals for various improvements at an existing golf and country club including ensuring the project served as a community benefit to the surrounding low-income neighborhoods.

*Western Avenue Logistics Center**

- **City of Torrance, CA**

Project Manager, Land Use Consultant

Served as Project Manager and client's primary Land Use Consultant for the project which involved the development of a 188,000 sq. ft., LEED-certified warehouse logistics center. Provided permit expediting services to obtain building and engineering permit issuance, as well as served as client's liaison with government officials and permitting staff.

*Long Beach Industrial**

- **City of Long Beach, CA**

Land Use and Community Outreach Consultant

Lead community outreach efforts to solicit neighborhood input and feedback on the redevelopment of a 9-acre industrial infill site immediately adjacent to a city park. Developed a comprehensive Community Outreach Plan, identified key stakeholders, and hosted an outreach event at a community facility for neighbor's convenience.

*Homes at Los Coyotes Country Club**

- **City of Buena Park, CA**

Planning Manager

Served as City Planning Manager responsible for facilitating land use approvals for the development of 125 residential condominiums on an existing golf course, including managing the preparation of an associated EIR and Architectural Design Guidelines. Conducted multiple public outreach meetings and smaller ad-hoc committees to address concerns and solicit input from surrounding residents and organized neighborhood groups, as the project faced stiff opposition culminating in an unsuccessful voter-initiated ballot measure to defeat the project.

Career history

2024 - present	GHD, Senior Strategic Urban Planner
2022 - 2024	T&B Planning, Development Project Manager
2020 - 2022	RRM Design Group, Principal Planner
2015 - 2020	City of Buena Park CA, Planning Manager
2010 - 2015	City of Bradenton FL, Planning Manager
2006 - 2010	Powell, Fragala & Associates, Project Manager
2001 - 2006	Canin Associates, Project Planner

** work performed with previous employer*

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A GHD Principal

Todd Tregenza AICP

Senior Transportation Planner

Location
Sacramento, CA

Experience
18 years

Qualifications/Accreditations
- BS, Community and Regional Development, University of California, Davis, CA, 2007
- American Institute of Certified Planners #29678

Key technical skills
- Multimodal Performance and Safety Analyses
- Transportation Programming and Funding Strategies
- Cost-Benefit Analyses and Grant Application Support
- Transportation Modeling and Vehicle Miles Traveled (VMT) Guidelines

Memberships
- American Planning Association
- Young Professionals in Transportation

Relevant experience summary

Todd Tregenza has 18 years of experience in transportation planning projects, assisting dozens of agencies throughout central and northern California in short- and long-range programming, including the development of travel demand models, general plan circulation elements, specific and master plans, corridor studies, capital improvement programs, nexus and fee studies, transportation operational analyses, and impact analyses. This experience spans public and private sectors, extending into on-call contracts and arrangements with municipalities, where Todd prepares transportation studies and grant applications, performing peer reviews of impact studies and developing California Environmental Quality Act (CEQA) impact analyses for development projects of all sizes.

On-Call Services

County of San Luis Obispo Various Circulation Study, Model, and Road Improvement Fee Updates

Project Manager
County of San Luis Obispo | San Luis Obispo, CA

As part of an ongoing on-call services agreement with the County of San Luis Obispo, managed and managing delivery of road impact fees for the communities of Avila, South County/Nipomo, Templeton, Avila, Los Osos, and San Miguel. For all efforts but one, San Miguel, a local travel demand model was developed or updated to reflect current conditions and updated to reflect adopted changes in the applicable Community Plan. The San Miguel and Los Osos fee updates are both anticipating adoption at the County Board of Supervisors in the next two months.

City of Arroyo Grande On-Call Transportation Consultant Transportation Safety and Circulation Studies

Transportation Planner
City of Arroyo Grande | Arroyo Grande, CA

Led preparation of or assisted in the preparation of several transportation safety and circulation studies for the City of Arroyo Grande that emphasized multimodal connectivity. These included the following projects, among others: Ocean View Elementary Safe Routes to School (SRTS) Plan, South Halcyon Road Complete Street Improvements and Road Diet, and Short Street Closure to Vehicular Traffic.

City of San Luis Obispo On-Call Transportation Engineer Services

Transportation Planner
City of San Luis Obispo | San Luis Obispo, CA

Review of proposed City TIA methodologies and citywide traffic models, and preparation of TIS.

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City of San Luis Obispo 2017-2018 On-Call Transportation Planning Services

Project Manager
City of San Luis Obispo | San Luis Obispo, CA

Served as Project Manager to provide transportation design, engineering, and review; multi-modal planning and analysis; multi-modal operations and analysis; and travel demand modeling services on an on-call basis. Under this on-call contract, the team was assigned the preparation of a Multi-modal Traffic Impact Study for the proposed Froom Ranch Specific Plan EIR. Froom Ranch Specific Plan is the third and last major land annexation area identified in the City's General Plan, along with San Luis Ranch and Avila Ranch. The proposed project land uses include a mix of commercial, recreational, and residential uses, a large portion of which will be age-restricted and/or elder care living facilities. The purpose of this study is to conduct analysis for CEQA compliance and to evaluate consistency of the project with the City General Plan/Circulation Element. Work performed while with another firm.

City of San Luis Obispo On-Call Transportation Consultant and On-Call Multimodal Transportation Impact Analysis

Transportation Planner
City of San Luis Obispo | San Luis Obispo, CA

Led the development of in-house multimodal transportation analysis tools to quantify operations using HCM 2010 for all travel modes on a link, segment, and corridor basis. This process, as well as Highway Capacity Manual (HCM) 2010 intersection analysis through Synchro, was utilized in the preparation of several transportation impact analyses and supporting environmental documents, from smaller projects, such as Discovery SLO to large specific plan projects, such as San Luis Ranch.

Yolo County On-Call CEQA Consultant Services

Project Manager
County of Yolo | Yolo County, CA

Provided CEQA consulting services on an on-call basis. The services consist of focused analyses to support the appropriate environmental documents required for transportation and land development proposals. As a result of this on-call contract, performed an update to the Eastern Esparto Circulation Study in the Town of Esparto in Yolo County. This project consisted of a comprehensive update to the 2006 Eastern Esparto Circulation Study. The goals of the study were two-fold; first, the near-term goal was to analyze the transportation impacts of three proposed residential subdivisions in the eastern Esparto area and identify improvements to mitigate any impacts; second, this study would evaluate the previously planned improvements from the 2006 study to determine whether it remains appropriate to support cumulative buildout of the East Esparto General Plan area. Work performed while with another firm.

Career history

2018 - present	GHD, Senior Transportation Project Manager
2017 - 2018	TJKM Consultants, Office Manager/Project Manager
2007 - 2016	GHD, Senior Transportation Planner
2006 - 2007	Governor's Office of Planning & Research, Legislative Unit Intern

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Tracey Scott AICP, CNU-A, NCI

Business Development Lead - Future Communities

Location
San Diego, CA

Experience
20 years

Qualifications/Accreditations
- BS, Architecture, The University of Maryland, College Park, MD, 2002
- Master of Architecture, Washington University - St. Louis, MO, 2005
- Master of Urban Design, Washington University - St. Louis, MO, 2005
- American Institute of Certified Planners (AICP) Certified Planner #34039
- The Congress for the New Urbanism (CNU) Accredited Professional
- National Charrette Institute (NCI) Charrette System Certificate

Key technical skills
- Sustainable Urban Design + Planning
- Visionary ideas for Placemaking + Design
- Promoting Health + Wellness
- Collaborative Design Spirit

Memberships
- American Planning Association
- Congress for the New Urbanism

Relevant experience summary

Tracey Scott has 20 years of professional experience in urban design, planning, architecture, and landscape architecture, including multi-family residential: affordable, attainable, market-rate, military, and student living, mixed-use, high-rise, office, retail, and civic buildings. Her experience includes sustainable and resilient community master planning, neighborhood revitalization, visionary ideas for placemaking, streetscape, and architecture design, complete and green streets, active transportation, transit-oriented development, station area planning, light-rail lines, HUD choice neighborhoods, master plans and specific plans, design guidelines, form-based codes, graphic design, façade and sign design, and community stakeholder engagement. She is passionate about working collaboratively to design great places that enhance everyday life. Tracey enjoys making people happy, promoting health and wellness, producing high-quality design and graphics, and sharing kindness and support with a collaborative design spirit.

West Ward, Easton, CN Plan

Director of Planning + Urban Design
Easton Housing Authority | Easton, PA | 2022-2024

Served as the Director of Planning + Urban Design for the Housing Element of EHA's West Ward HUD Choice Neighborhood Transformation Plan + Implementation, as well as renovations and additions to all of their affordable housing units. Collaborated with key city stakeholders, engaged with community residents, developed zoning code updates, submitted documents for historic designation review, created + reviewed RFPs, and provided information for mixed-income housing proformas. For a third reference, please contact Tyler Martin, EHA Executive Director: tmartin@eastonhousing.org, 610.258.0806.

Ablett Village + E State Street, CN Plan

Senior Planner, Urban Designer, Project Manager
Michaels + HACC | Cramer Hill, Camden, NJ |2024

Ablett Village, Cramer Hill is a HUD Choice Neighborhood with mixed-income residential alongside the beautification of a new complete and green street. Visionary concepts were developed for a pedestrian friendly neighborhood, with new homes for 425 residents, a central park, community center, and safe streetscapes for families, children, and seniors. A collaborative 8-year planning process built on trust supported the project's success. A new complete street for an existing county road increases connectivity, promotes safety, and establishes a shared path to connect a future transit station to the community.

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Central Avenue Master Plan + Corridor Study

Lead Urban Designer
CRA/LA | Watts, Los Angeles, CA | 2008

This Specific Plan creates an economically viable, ecologically sustainable, distinctive corridor, adjacent to freeways and major transit lines, with a unique pedestrian-friendly, mixed-use character celebrating the cultural diversity of the Watts Community. The master plan is an integrated assembly of buildings, streetscape, and open spaces that redefine the identity of the Central Avenue Corridor as a vibrant place to live, work, shop, and visit. The Vision was crafted by the community through stakeholder meetings, community workshops, and charrettes. A Form-Based Code guides public realm, development, and streetscape improvements.

San Manuel Master Plan

Senior Urban Designer, Project Manager
San Manuel Reservation, CA | 2014

Crafted the overall vision and master plan for the San Manuel Reservation as desired by the tribe through engaging community outreach. Developed sustainable design guidelines with placemaking principles for the vision plan. Designed a “Heritage Walk” trail and park network to highlight and preserve many sacred and historical cultural elements, while connecting key moments, places, and views. Created visionary recommendations for future development to support economic and residential growth, while preserving the natural environment and peaceful quality of life on the reservation.

Jordan Downs S6 + Croesus Avenue

Senior Planner, Urban Designer, Owner’s Rep.
Michaels (HACLA) | Watts, Los Angeles, CA | 2023

Conceptual design for Jordan Downs S6, which consists of two, four-story mixed-use, mixed-income residential buildings, serving as the gateway and entrance to Jordan Downs, a Watts Choice Neighborhood Redevelopment. Designed a pedestrian friendly, retail focused, plaza type streetscape for Croesus Avenue with the flexibility of accommodating front door parking and access, while also feeling more like a pedestrian only mall with the ability to be temporarily closed for community events.

350 South Fifth Avenue TOD

Senior Planner, Urban Designer, Project Manager
The Michaels Organization | Ann Arbor, MI | 2024

Conceptual design for a 15-story mixed-use, mixed-income transit-oriented development integrated with a bus-drop off for the Blake Transit Center, a major public transit station, serving as the main hub for TheRide, the terminus and transfer point for 17 Ann Arbor-based routes and multiple intercity bus services.

Planning Area 12 Master Precise Plan

Senior Urban Designer, Project Manager
Baldwin & Sons | Chula Vista, CA | 2014

Created the site design for Enclave Town Center, Heritage Homes, and Hotels, with a Central Park in Otay Ranch. Designed creative and unique streetscapes for a variety of street types, including a street with a dedicated Bus Rapid Transit lane and a Muse (aka Woonerf) Street. Led the preparation of the Master Precise Plan, including conceptual design and layout of the overall site with zoning regulations and design guidelines, which served as the framework document to secure entitlements.

Mission Valley Future Vision

Senior Urban Designer, Project Manager
Multiple Clients | San Diego, CA | 2016

Innovative, conceptual design visions to re-imagine Mission Valley as a mixed-use, pedestrian friendly desirable retail and entertainment focused destination that celebrates the San Diego River as the recreational amenity core, creates pedestrian friendly boulevards as destinations for people to enjoy the public realm, and mixed-use neighborhoods that promote connected live, work, play communities. Visions for several key sites, including a future town center and transit- oriented development for the Chargers’ Qualcomm Stadium site and a mixed-use development to replace a traditional office park. These inspirational ideas were included in the Mission Valley Community Plan update and have inspired mixed-use development along the corridor.

Crenshaw - LAX Transit Corridor (K Line)

Lead Urban Designer + Planner
LACMTA | Los Angeles, CA | 2010

Provided urban design and planning expertise for the entire line through preliminary engineering and the Environmental Impact Report/Environmental Impact Statement. Created pedestrian friendly, multi-modal, and mixed-use, transit-oriented development and station area planning concepts, ½ mile around each station. Conducted a series of community workshops as part of a collaborative design process to build trust, gain support, educate, and receive feedback from neighborhood stakeholders on this significant and impactful transit corridor planning and design process

Mid-Coast Corridor Transit Project

Director of Urban Design + Planning
SANDAG | San Diego, CA | 2013

Led the development of Station Design Guidelines for the proposed sites, while anticipating future transit-oriented development with innovative architecture design to establish a unique corridor identity and theme.

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Ridgecrest Bedell Place

Senior Planner | Urban Designer
Auburn Housing Authority | Auburn, AL | 2021-2024

Served as the main point of contact for the Auburn Housing Authority over a three-year period to redevelop Ridgecrest Bedell Place into 176 affordable homes. Successfully collaborated with city planning staff to receive conditional use approval, street vacations, planning commission and city council approval of the project and support for additional affordable housing funding during three rounds of funding applications.

Bakewell Sites

Senior Planner | Urban Designer
The Michaels Organization | Los Angeles, CA | 2023

Maximized the number of affordable housing units on four sites in Los Angeles by utilizing the State of California Density Bonus Law.

6th + G

Senior Planner | Urban Designer
HP Investors | San Diego, CA | 2015

Conceptual design for a 6-story office building utilizing a portion of a historic structure in downtown San Diego. Led a project schedule that included historic review.

Seaport Village

Senior Planner | Urban Designer

Gafcon | San Diego, CA | 2016

Conceptual design support for AVRP Skyport Studio's Seaport Village in downtown San Diego, an exciting mixed-use destination along the waterfront with restaurants, retail, hotel, aquarium, and outdoor space for a variety of community events.

E Street Transit Corridor

Lead Urban Designer
SBC EDA | San Bernardino, CA | 2010

Conceptual Strategy Plan to identify sites for strategic development opportunities for transit-oriented development that leverage the potential of substantial new transportation infrastructure. Specifically, the plan supported the City of San Bernardino's integrated strategy to meet its current and future housing needs

Rail to River Active Transportation Corridor

Lead Urban Designer
LAMTA | Los Angeles, CA | 2014

Created potential development and open space alternatives to integrate the public realm and private development with the active transportation corridor, adjacent communities and transportation options.

Disney, Affordable Housing

Senior Planner | Urban Designer, Owner's Rep.
Michaels | Disney, Orange County, FL | 2023

Visionary leader of the original development concept for Disney's affordable housing in Orange County, Florida. Served as the review architect for The Michaels Organization. Inspired the creation of a future-forward plan with a focus on health and wellness.

Highlights

- **PA APA, Award for a Plan** | October 2023
  West Ward CN Plan, EHA, Easton, PA |
  American Planning Association – PA Chapter
- **NJ Smart Growth Award** | November 2022
  North Trenton/Battle Monument CN Plan, THA,
  Trenton, NJ | New Jersey Future
- **San Diego Union Tribune News Article**
  'Connection' Urged for Mission Valley
  by: Roger Showley | April 2016
- **New School of Architecture** | Urban Design Studio + Liveable Communities - Teaching Assistant and Juror

All work performed while at another firm.

Career history

2024 - present	GHD, Business Development Lead - Future Communities
2021 - 2024	The Michaels Organization, Urban Practice, Senior Planner/Urban Designer
2010 - 2024	Urban Utopia, Principal/Senior Urban Designer
2017 - 2020	Kitchen & Associates, Urban Designer
2013 - 2016	AVRP Skyport Studios, Senior Urban Designer/Project Manager
2008 - 2009	Carrier Johnson + Culture, Urban Designer
2005 - 2008	Neighborhood Design Center, Program Coordinator
2007 (5 mos.)	Seth Harry & Associates Inc., Urban Design Intern
2006 (5 mos.)	Gateway Community Development Corporation, Urban Design Consultant
2005 (3 mos.)	City of Baltimore Department of Planning, Urban Design Intern
2003 (3 mos.)	Thomas Comitta and Associates Inc., Urban Design Intern

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Jonathan Linkus AICP, LEED-AP

Urban Planning + Communities
US West Technical Director

Location
Irvine, CA

Experience
15 years

Qualifications/Accreditations
- Bachelor of Architecture (BArch), University of Southern California, Los Angeles, CA | 2008
- Master of Architecture in Urban Design (MAUD), Harvard University, Cambridge, MA | 2011
- American Institute of Certified Planners (AICP) Certified Planner #30431
- Leadership in Energy and Environmental Design Accredited Professional (LEED-AP)

Key technical skills
- Community Master Planning Leadership
- Public & Private Planning, Urban Design & Outreach
- Site Design and Development Programming

Memberships
- American Planning Association (APA)
- US Green Building Council (USGBC)
- Urban Land Institute (ULI)

Relevant Experience Summary

Jonathan is GHD's urban design + planning service lead in the Americas and US West Technical Director. His 15 years delivering public and private projects are based on thoughtful client and stakeholder relationships and integrated thinking across urban scales. His work pioneers community uplift strategies which garnered 10 regional, state, and national awards - all as lead planner or PM. Project types include university plans (LRDP's), mixed-use, specific plans, community parks, sports districts, coastal resiliency, and airport-connected master plans.

DOWNTOWN + TRANSIT-ORIENTED

La Quinta Highway 111 Corridor Specific Plan
Lead Planner, Urban Designer
City of La Quinta, CA | 2022-2025
Comprehensive master plan for infill mixed-use development for a liveable and vibrant heart for the community along a 2-mile retail corridor. | 450 Acres

Beaumont Downtown Revitalization Plan
Project Manager / Lead Planner
City of Beaumont, CA | 2022 - 2024
Overlay plan and economic strategy coordinating detailed urban designs with guidelines and economically catalyzing capital improvement projects. | 506 Acres

Twentynine Palms Downtown Specific Plan
Project Manager / Lead Planner
City of Twentynine Palms, CA | 2021 - 2022
Long range comprehensive master plan for economic revitalization of a livable, walkable and vibrant heart of the community; with 2 public workshops and CEQA | 210 Acres

Arcata General Plan and Gateway Overlay
Lead Planner, Urban Designer
City of Arcata, CA | 2021 - 2022
Conceptual housing and mixed-use development planning for opportunity sites within the Gateway Overlay District | 2,500 Dwelling Units, 52 Acres

Canberra City Centre Transit-Oriented Study
Lead Planner, Urban Designer
City Renewal Authority | Canberra, ACT
Served as Lead Planner and Urban Designer for urban concept that integrates transit infrastructure and walkable mixed-use development to activate the heart of Canberra as a national crossroads. | 12 Ac. Study Area

Caesars East-Side Live/Work/Play Master Plan
Lead Planner, Urban Designer*
Caesar's Entertainment | Las Vegas, NV | 2018
Prepared district mixed-use and open space options that introduce a walkable living and workplace setting adjacent to the famed "Strip". * | 3.46M GSF, 106 Ac. Study Area

** work performed with previous employer*

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Vision 2045: Downtown Las Vegas Master Plan
Team Planner, Urban Designer*
City of Las Vegas | Las Vegas, NV | 2015-2017
Prepared site plans for Symphony Park mixed-use residential and arts district, one of the eight transit-oriented hubs.* | 3.46M GSF, 106 Ac. Study Area

INSTITUTIONAL + WORKPLACE

Australian War Memorial 50-Year Master Plan
Team Planner, Urban Designer
Australian War Memorial | Canberra, ACT | 2018
Proposed long-range adaptation scenarios in a memorial development framework with campus visioning. | 35 Acres

University of Hawai'i – West O'ahu Long Range Development Plan
Lead Planner, Urban Designer*
University of Hawaii | Kapolei, HI | 2017-2018
Developed conceptual site plan options and preferred space need analysis, multi-day workshop, public outreach for Hawaii's fastest growing four-year university.* | 500 Acres, 20k FTE Students

Amazon HQ2 Nevada
Project Manager, Lead Planner*
Las Vegas Economic and Urban Development Department | Las Vegas, NV | 2017-2018
City-sponsored conceptual design entry for new 50,000-employee Amazon headquarters across three downtown sites.* | 8.07M GSF, 70 Acres

CSUSB Campus & Palm Desert Campus Plans
Co-Project Manager, Lead Planner*
CSUSB | San Bernardino, CA | 2015-2017
Directed two multi-disciplinary long range integrated comprehensive master plans, plan concepts, outreach material for six workshops, student facilities, custom public realm sustainability. | 591 Acres, 25k FTE Students

Peachtree Corners Innovation Hub Master Plan
Project Manager, Lead Planner*
City of Peachtree Corners | Peachtree Corners, GA | 2017
Developed two mixed-use gateway districts, prepared adaptive reuse/infill and transit framework as land use subconsultant.* | 8.27M GSF, 950 Ac. Study Area

SPORTS + ENTERTAINMENT DISTRICTS

Cleveland Browns Future Planning
Lead Planner, Urban Designer*
Cleveland Browns | Cleveland, OH | 2017 - 2018
Designs for two new National Football League (NFL) Sports + Entertainment District sites leading into 10-year-contract-winning design, interview, and workshop participation.* | 192 Ac. over 2 Study Areas

Cashman Center NFL+ MLS Concepts
Project Manager, Lead Planner*
Las Vegas Economic and Urban Development Department | Las Vegas, NV | 2017
Designs for a mixed-use sports and workplace district with integrated adjacent NFL and Major League Soccer (MLS) stadiums.* | 90 Acre Study Area

OPEN SPACE + PUBLIC REALM

Perez Community Park
Lead Planner, Urban Designer
Orange County Public Works | Costa Mesa, CA | 2018 - 2020
Award winning solution for a public realm that combines stormwater bioretention, streetscape accessibility, and a community park with tot-lot. | 5K GSF

Imola Corridor Complete Street Masterplan
Team Planner, Urban Designer
City of Napa | Napa, CA | 2019
Responsible for public outreach visioning guidance and event participation, conceptual streetscape design and visualization, and mobility hub. | 2.5 Mile Segment

San Francisco Mission Waterfront Adaptation
Lead Planner*
San Francisco Planning & Urban Research Association (SPUR) | San Francisco, CA | 2015-2016
Provided award-winning concepts for waterfront urban interface that integrates open space and future climate change adaptation.* | 135 Ac. Study Area

AIRPORT CONNECTED

Airport Compatible Land Reuse Strategy (ACLReP Phase 2)
Assistant Project Manager*
City of Phoenix | Phoenix, AZ | 2017-2018
Prepared nine subcontracts, fee-by-task breakdown, and accounting structure for $5.5 million planning fee. Project-winning interview participation.* | 2 mi^2

Ekurhuleni Aerotropolis Master Plan
Lead Planner*
Municipality of Ekurhuleni | Ekurhuleni, Gauteng | 2013-2015
Provided regional coordination strategy for airport-related industry sectors in 14 communities as land use and development strategy subconsultant.* | 1,030 Ac. of Site Design, 760 mi^2 Study Area

Memphis Aerotropolis Airport City Master Plan
Lead Planner*
City Housing & Community Development + Chamber | Memphis, TN | 2012-2014
Served as Lead Planner for comprehensive plan and district designs supporting key economic sectors, with significant public and stakeholder outreach participation.* | 10.89M GSF, 60 mi^2 Study Area

** work performed with previous employer*

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GHD Design

Kathryn Ladoulis Urban RA, NCARB

Senior Architect, Architect of Record

Location

Washington, DC

Experience

32 years

Qualifications/Accreditations

- Architecture Doctorate, University of Hawaii, Manoa, HI, 2004
- Graduate Certificate, Historic Preservation, University of Hawaii, Manoa, HI, 2004
- BS, Environmental Design, Texas A&M University, College Station, TX, 1991
- Registered Architect, NJ #21AI02125000, DC #ARC40000684, MD #21711, SC #11899, HI #AR-11052
- National Council of Architectural Registration Boards #79406

Key technical skills

- Leadership and Collaboration
- Public Speaking
- Project Management
- Talent Development/Mentoring and Adaptability

Memberships

- Society of American Military Engineers
- Maryland Foodbank, Volunteer
- Historic Hawaii Foundation
- Preservation Maryland

Relevant experience summary

As a project manager leading engineering and specialty consultants to deliver complex project solutions for both small and multi-story buildings, Kathryn Urban is adept at coordination with numerous other disciplines to deliver quality project documentation for construction. With years of experience in the design-build delivery method, Kathryn is confident in working with both government agencies and general contractors to develop design solutions for the within project budgets. In addition, Kathryn has spent much of her career as a recognized subject matter expert in the field of architectural historic preservation. She has worked on projects throughout the US and the Pacific islands and performed field investigations, record drawings, code review, historic resource eligibility, Historic American Buildings Survey drawings, schematic and construction drawings for adaptive-use of historic buildings, and grant applications for adaptive-use of historic properties, nominations to the National Register of Historic Places for review by the Advisory Council on Historic Preservation.

Historic Preservation/Adaptive-Use

Marriott Residence Inn Waikiki Beach

Project Manager/Historic Architect
Construction Financial Information Center | Oahu, HI | 2022-2026 | $2.2 million (Design); $70 million (Construction)

Adaptive use of 1966 historic office building for change of use to hotel. Site planning, traffic management, utility infrastructure coordination, envelope replacement, building design, accessibility review, project management, permitting, elevator replacement, variance reviews and Special District permit processing. Historic Architect: Historic preservation consulting, field survey, evaluation of significance, determination of eligibility recommendations, reconnaissance level survey, Construction Risk and Insurance Specialist data upload, HABS Report and HABS photography.

Design-Build US Army Corps of Engineers Fort Shafter Building 665 Fitness Center Rehabilitation

Historic Architect, Historic Consultant
US Army Corps of Engineers | Honolulu, HI | 2025

Historic Architect for Pacific Design Builders. Also served as Historic Consulting for architectural engineering design 65% complete.

Confidential Embassy – Phase 1

Historic Architect, Architectural Historian
Oahu, HI | 2024-2025 | $62,000 (Design - Phase 1)

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Coordinate field surveys, archival research, reconnaissance level survey, construction risk and insurance specialist data uploads, Area of Potential Effects definitions, archival research. Evaluation of Significance, Determination of Eligibility recommendations, consultation with State Historic Preservation Division Office Historian, respond to State Historic Preservation Division comments, coordinate Archaeological Field survey studies and Prefinal Archaeological Inventory Plan.

NAVFAC Design-Build/Design-Bid-Build Small Business Multiple Award Construction Contract - Joint Base Pearl Harbor-Hickam Renovate Building 68 X06 Shop Office

Project Architect/Historic Architect
NAVFAC | 2023-2025 | $4.89 million (Construction); $407,000 (Design)

Historic consulting for architectural engineering design 95% complete. Construction 78% complete. Design fees $407,000. Demolish and replace X06 Shop office, provide additional fire protection for historic steel warehouse trusses, provide accessibility compliance and historic exterior detailing at alteration and renovation changes to historic exterior character defining features. New office interior to comply with new construction codes. Air barrier installation sound coefficient evaluation for separation from adjacent warehouse activities, forklift and sawmill operations, while maintaining historic fabric in warehouse district. Contract N6247822D4005.

*Department of the Interior/National Park Service San Antonio Missions Park Ethel Harris House Rehabilitation**

Historic Architect, Conservator's Representative for Field Inspection
Department of the Interior/National Park Service | San Antonio, TX | 2024-2025

National Park Service Contract # 140F0822D0073. Design-build with McKenzie Construction & Site Development. Chief Architectural Conservator (Architectural Historic Preservation Specialist meeting Historic Architect criteria of the Secretary of the Interior's Professional Qualifications Standards, Provide Inspections for Quality Assurance for conformance with Secretary of Interior Standards for the Rehabilitation of Historic Buildings. Construction is 95% complete.

** = Work performed while at another firm*

Awards

- Society of American Military Engineers (SAME) Statewide Leadership Mentoring Program, candidate, Cohort 2025
- NAVFAC MidLant Employee Performance Recognition Quarterly Award, 2021
- Pulte Construction & Procurement Operations Award, 2016

Certifications/Trainings

- US Army Corps of Engineers, Construction Quality Control Management Certification, 2022
- Historic Architect, Secretary of the Interior Professional Qualification Standards

Publications

- Pulte Construction & Procurement Operations Award – 2016; Department of the Interior National Park Service "The Civilian Conservation Corps in HI: Oral Histories of the Haleakala CCC Camp" July 2011. Documenting the Civilian Conservation Corps at Haleakala National Park and HI in the 1930s and 40s. CNMI Historic Preservation Office. Reference publication, August 2004. "Adaptive use of Historic Buildings in the Commonwealth of the Northern Mariana Islands" by Kathryn Ladoulis.

Career history

2024 - present	GHD, Senior Architect
2022 - 2024	RIM Architects, Senior Architect
2019 - 2022	NAVFAC MidLant, Supervisory Architect, Facilities Management Division Director NWSE New Jersey
2016 - 2019	Pulte Homes, Architectural Product Manager, Northeast Corridor
2013 - 2016	K Hovnanian Homes, Architect
2009 - present	K Design Group, Historic Preservation Consulting
2007 - 2009	Durrant Media Five, Architect/Project Manager
2000, 2003 - 2007	RIM Architects (Guam)/(HI)
1998 - 2000	CNMI Public School System, Project Architect/Capital Improvement Program Coordinator
1995 - 1998	EFC Engineers & Architects Corporation, Project Architect/Construction manager
1993 - 1995	Good Fulton & Farrell, Project Coordinator

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Nicole Greenberg

Senior Environmental Planner

Location

Irvine, CA

Experience

11 years

Qualifications/Accreditations

- MS, Environmental Studies, College of Charleston, Charleston, SC, 2014
- BS, Marine and Environmental Biology and Policy, Monmouth University, West Long Branch, NJ, 2012

Key technical skills

- Regulatory Permitting and Compliance
- California Environmental Quality Act (CEQA)
- Coastal and Wetland Science
- Public Infrastructure Planning
- Energy Sector Planning
- Park and Recreation Improvements

Memberships

- N/A

Relevant experience summary

Nicole Greenberg is an environmental permitting and impact assessment professional with a concentration in land use planning and coastal resource management. Nicole identifies permit strategy, facilitates the environmental regulatory process for clients, and coordinates their needs with agencies, utilities, and municipalities. Nicole addresses permitting requirements for public works infrastructure, coastal development, and energy sector projects. Nicole's areas of expertise include CEQA/National Environmental Policy Act (NEPA) compliance, coastal planning, and regulated waters/wetlands permitting.

Carlsbad Beach Access Repair Project

Coastal Permitting/Compliance Lead
City of Carlsbad Public Works | Carlsbad, CA

Serving as Coastal Permitting and Compliance Lead and manages the draft Initial Study/Mitigated Negative Declaration (IS/MND) document for this beach access repair Project. Also provides support for the Coastal Development Permit and technical reports. The Project involves the expansion of sidewalk seaward along Carlsbad Boulevard to provide improved public access and address necessary structural repairs to existing beach access routes. Responsible for tracking project deadlines to facilitate the timely submittal of permits, CEQA documents and reports to state agencies and the public.

Oceanside Fishing Pier and Non-Motorized Launch Project

Permitting/Technical Lead
City of Oceanside | Oceanside, CA

Serving as a Permitting Lead for this fishing pier replacement and non-motorized kayak and paddleboard launch installation project. Involvement includes preparation and submittal of the following: U.S. Army Corps of Engineers Individual Section 10 and 404 Permit; and Regional Water Quality Control Board Section 401 of the Clean Water Act Water Quality Certification for impacts to regulated waters. Nicole is responsible for drafting the IS/MND document for the proposed project and coordination with local, state, and federal agencies.

Hermosa Beach Pier Repair Project

Coastal Permitting Specialist
City of Hermosa Beach Public Works | Hermosa Beach, CA

Provides permitting and technical support for this pier repair Project. Efforts include preparing, submitting, and obtaining the following items to address necessary structural repairs/deficiencies and electrical upgrades to the Hermosa Beach Pier; Coastal Development Permit

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issued by the California Coastal Commission, Nationwide 3 Permit issued by the US Army Corps of Engineers, and a Section 401 Water Quality Certification from the Regional Water Quality Control Board.

*Santa Maria Refinery Demolition and Remediation**

Coastal Permitting Specialist
Phillips 66 | Arroyo Grande, CA

Provided technical and regulatory support to facilitate demolition and remediation efforts at a crude oil refinery in the coastal zone. Project work included regulatory strategy to prepare and submit a Coastal Development Permit, Project Description document, and CEQA Initial Study Checklist for agency review and approval. Coordinated client needs with government agencies regularly and managed agency notification requirements and tracked permit and project planning timelines.

Jurupa Community Services District Recycled Water Program Segment 1 Pipeline

Permitting Lead
Jurupa Community Services District | Eastvale and Chino, CA

Provided permitting and regulatory support for this water conveyance line expansion project. The project consisted of permitting the construction of a non-potable water conveyance pipeline beneath San Bernardino County Flood Control District right of way via horizontal directional drilling. Nicole's efforts included completing the US Army Corps of Engineers Section 408 Technical Submittal Checklist to permit the pipeline crossing beneath Cucamonga Creek, a concrete-lined channel in two locations.

Doheny Ocean Desalination Project

Permitting Lead
South Coast Water District | Laguna Beach, CA

Provides technical permitting support for this proposed desalination project in south Orange County, California. The project involves the construction and operation of a new desalination plant. Role includes coordination with the City of Dana Point building and planning departments, addressing permitting requirements (both construction and operation) for the proposed desalination plant build and related water conveyance line crossings of Caltrans and Amtrak right of way.

Highway 111 Corridor Specific Plan

CEQA Lead
City of La Quinta | City of La Quinta, CA

Serving as CEQA Lead and manages the Draft IS/MND document for this highway corridor improvement project. The City of La Quinta is preparing a Specific Plan and form-based code to facilitate the establishment of Highway 111 as a vibrant mixed-use corridor to guide the orderly development and redevelopment of local infrastructure, businesses, and housing. Responsible for tracking project deliverables, client and project manager coordination, and task delegation to deliver the IS/MND document on time and on budget.

Camp San Luis Obispo Vehicular Bridge 3 Replacement Project

Technical Lead
California Military Department | San Luis Obispo, CA

Manages the Draft IS/MND document to support CEQA requirements for this vehicular bridge replacement project. Project support includes section writing, address comment responses, and client coordination to track project milestones in accordance with CEQA guidelines. Additional responsibilities include budget tracking, team calibration meetings, and manage client deliverables.

* = *Work performed while at another firm*

Awards

- MasTec Inc., Exemplary Performance Award for Permitting Efforts in Support of the Dominion Energy Strategic Underground Project, 2015

Career history

2022 - present	GHD, Senior Environmental Planner *Natural Resource & Impact Assessment*
2018 - 2022	Environmental Resources Management Inc., Environmental Project Scientist II *Impact Assessment & Planning*
2015 - 2018	Stantec Consulting Services Inc., Regulatory Specialist *Environmental Services*
2012 - 2014	South Carolina Department of Natural Resources, Laboratory and Field Assistant

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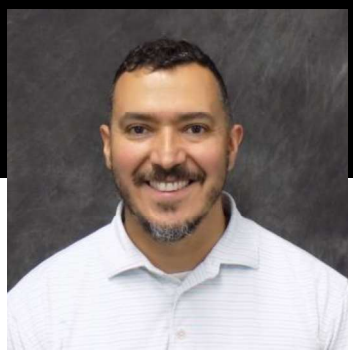
Luis Nunez

Executive Advisor-Future Communities



Location

Houston, Texas, USA

Experience

22 years

Qualifications/Accreditations

- Master's, Urban Planning and Public Policy, 2004
- Bachelor of Government and International Relations, 2001

Key technical skills

- Urban planning/Land use
- Economics/Market analysis
- Transportation planning
- Grants
- Economic Development
- ESG
- Stakeholder and public engagement
- Master planning
- Infrastructure
- Program management
- Real estate development

Memberships

- National League of Cities
- Texas Municipal League
- Texas Economic Development Council
- American Planning Association
- American Association of Port Authorities
- International Economic Development Council
- Urban Land Institute

Relevant experience summary

Luis has over twenty years of multi-disciplinary experience in urban planning, economic development, strategic planning, real estate, economics, and public policy. As advisor, he has extensive expertise with municipal planning and economic development strategic planning in the public, private, and nonprofit sectors. Since 2002, his career spans a broad spectrum of immersive work in diverse communities across the U.S. and the globe. As a consultant, his practice includes an emphasis on the facilitation and implementation of actionable and integrated planning and economic development strategies and policies, land-use, and market-based redevelopment plans for special areas, such as corridors and downtowns. He is adept at community engagement, fiscal and economic impact analysis, public finance, sustainability and resiliency, social impacts related to equity, affordable housing, business attraction and retention, workforce development solutions, and market analysis.

City of Houston Office to Residential Conversion Feasibility Study

Project Director |
City of Houston TIRZ No. 3 | Houston Metro, TX, USA
$150,000 | January 2022 - December 2023

Luis led the study to take a deeper dive into the potential for office conversions within the Downtown boundaries. The study evaluated the challenges to conversion, made recommendations for creative financing options and incentives, and assessed some hypothetical projects involving office properties of various age, size, cost and occupancy. The findings added teeth to the conversation on conversions in Houston and on a national level and are a step toward shaping an adaptive reuse incentive program for the City of Houston. The study concluded that from a feasibility standpoint, market forces alone are unlikely to trigger residential conversions, which require a suite of resources, incentives and other tools that build upon other parallel redevelopment efforts.

City of Houston Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Application

T +1 713 734 3090 | **M** - | **E** luis.nunez@ghd.com

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Project Director |
City of Houston Planning Department | Houston, TX, USA
$100,000 | January 2023 - February 2024

Luis led the grant application program for a $14,000,000 grant application to support TxDOT and the City of Houston in reconstruction of the North Houston Highway Improvement Project (NHHIP) through the eastern portion of Downtown Houston. The funding would support an amenity-like reconnection on the eastern side of Downtown.

City of Houston Reconnecting Communities Grant Application

Project Director |
City of Houston Planning Department | Houston, TX, USA
$100,000 | January 2022 - September 2023

Luis led a $10,000,000 grant application on behalf of the City of Houston to support reconstruction of the TxDOT-led North Houston Highway Improvement Project (NHHIP) through portions of the Downtown Houston area. The grant funds would support work above and beyond by that proposed of TxDOT by creating green space to reconnect communities long-divided by the right-of-way created by the original project.

DART Silver Line Transit Oriented Development (TOD) Strategic Planning

Project Director |
Dallas Area Rapid Transit (DART) | Dallas-Fort Worth Metro, TX, USA
$500,000 | January 2022 - December 2023

The DART Silver Line is a 26-mile regional rail service that traverses seven cities – Grapevine, Coppell, Dallas, Carrollton, Addison, Richardson, and Plano – with a final connection at DFW Airport. The Silver Line crosses three counties (Collin, Dallas, Tarrant) and provides a service that will improve accessibility to major employment and educational opportunities in the area while supporting economic development. Luis provided economic and land use technical assistance to help several communities plan for transit-oriented developments and other placemaking strategies around their respective future transit stations. The process required a strategic planning approach that included an extensive public and stakeholder engagement effort within and around the seven cities most impacted by the future infrastructure investment.

City of Downey Economic and Fiscal Impact Analysis

Project Director |
Downey Economic Development Division | Los Angeles Metro, CA, USA
$250,000 | February 2021 - November 2022

City of Glendora Market and Workforce Analysis

Project Director |
City of Glendora | Los Angeles Metro, CA, USA
$175,000 | March 2019 - March 2022

City of Gardena Market and Workforce Analysis

Project Director |
City of Gardena | Los Angeles Metro, CA, USA
$250,000 | January 2018 - December 2022

City of Richland Hills Market Analysis

Project Director |
City of Richland Hills | Dallas Metro, TX, USA
$150,000 | January 2020 - December 2022

City of Sunset Valley Market Analysis

Project Director |
City of Sunset Valley | Austin Metro, TX, USA
$150,000 | January 2020 - December 2022

Horizon City Market Analysis

Project Director |
Horizon City | El Paso Metro, TX, USA
$100,000 | January 2020 - December 2022

City of Del Rio Market Analysis

Project Director |
City of Del Rio | Del Rio, TX, USA
$100,000 | January 2020 - December 2022

City of Lancaster Market Analysis

Project Director |
City of Lancaster | Dallas Metro, TX, USA
$150,000 | January 2020 - December 2022

Career history

2024 - present	GHD, Executive Advisor
2022 - 2023	AECOM, Economics Global Director
2018 - 2022	HdL Companies, National Director
2016 - 2018	Kendig Keast Collaborative, Principal

Publications

Corridor Redevelopment Strategies, 2021

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GHD Advisory

Yosef Yip

Senior Advisor

Location

Los Angeles, CA

Experience

15 years

Qualifications/Accreditations

- MUP, Urban Design, City College of New York, 2011
- BES, Urban Planning, University of Waterloo, 2010

Key technical skills

- Stakeholder Engagement and Community Partnerships
- Inclusive Public Participation and Equitable Decision-Making, including environmental documentation
- Public Information in Emergency Management

Memberships

- American Planning Association, Former Board Member
- Women's Transportation Seminar, Member
- Young Professionals in Transportation, Former Board Member

Relevant experience summary

Yosef has more than 15 years of experience in stakeholder and community engagement with a background in urban planning. His community building informs his ability to implement strategic outreach plans, foster trust through equity-focused partnerships with Community-Based Organization (CBO) and enhance public understanding of technical projects. Yosef has successfully managed small and large-scale initiatives for projects in all phases, while also working on multimodal projects like San Mateo County Transportation Authority's El Camino Real Complete Streets Corridor Plan. He has worked in a variety of sectors including transportation, energy, mobility, active transportation, emergency response, and more.

Communications and Public Relations

Project Manager
Alameda County Transportation Commission | Alameda, CA | 2024-2025

Yosef was the project manager who led the communications, public relations, and outreach services to support the agency's public affairs team. As an extension to the agency, Yosef managed the scope of work related to project messaging, publications, website maintenance, strategic communications, paid advertising, media placements, media relations, campaign management, event planning and community outreach, translation and interpretation services, video and photography, and Title VI monitoring. Yosef managed contracting, subcontract agreements, project budgets, deliverable production, and vendor coordination.

Community Engagement Lead
Portland/Vancouver Interstate Bridge Replacement Project, CA | 2023 - 2024

Yosef managed the community engagement team and developed the strategic engagement plan leading up to the Draft Environmental Document release. The plan outlined audiences, workback planning, and tactics that focused on engaging equity-priority communities. Introduced team organization, and work processes, and led team-building workshops. As a result, Yosef's leadership catalyzed team confidence, deliverable accountability, and collaboration and integration with the greater program team.

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Community Engagement for Multi-Modal Transportation Projects

Engagement Task Lead
San Mateo County Transportation Authority | San Mateo, CA | 2023-2024 | Confidential

Yosef developed and managed the Stakeholder and Community Engagement Plans for multiple projects, including the U.S. 101 Multimodal Strategy, Regional Transit Connections Plan, and El Camino Real Complete Streets Corridor Plan. As an extension to the client, Yosef established engagement goals, audiences, outreach tactics, and workplans. Input from the public and stakeholders informed throughout the development of the project. More notably, engagement tactics that involved partnerships with Community-Based Organizations applied cultural considerations and language needs. The team also developed a recognizable project brand that reflected the project mission.

Stakeholder Engagement for ESG

ESG Stakeholder Specialist
Various private sector clients | Confidential

Yosef was a key member of an ESG advisory group that evaluated ESG performance and approach to implementing a sustainable business. Yosef conducted ESG-focused surveys for company staff, stakeholders, and board members. Accessibility and simplicity of these surveys were critical in obtaining high response rates. Yosef has worked closely with clients to effectively deliver, communicate, and gather data from their survey respondents. These ESG survey results ultimately fed into a company-wide ESG sustainability vision and action plan.

Community Engagement for Housing Projects

Project Manager
County of Santa Clara | Santa Clara, CA | 2022-2024

Yosef led the stakeholder outreach and engagement plan for County of Santa Clara's Housing Element Update, specifically emphasizing engagement in rural areas, communities with people experiencing low income, farm workers, and transient populations. The goal was to consult with stakeholders on their needs and objectives that will ultimately inform the Housing Element Update. The team developed an outreach strategy to engage with local Community-Based Organizations, solicited feedback through an array of outreach tactics like virtual workshops, newsletters, social media, website development, and targeted outreach methods through partnerships with partner agencies and key community contacts.

Community Engagement for Emergency Management

Logistics Lead
U.S. Army Corps of Engineers | Florida and USVI | 2024

Before hurricane landfall, Yosef deployed to two generator missions: 1) Pensacola, Florida, and 2) St. Croix, US Virgin Islands. In response to the power loss and/or cut-off, the emergency response team received a series of deployment orders for generator missions. Yosef was responsible for coordinating logistics to set up and decommission the Generator Staging Bases (GSB), including inventory preparation, equipment, track generators, Bill of Materials (BOM), communication between the client and subcontractors, and site assessment.

Community Engagement for Recovery and Resiliency Projects

Urban Designer and Outreach Specialist
New York City Mayor's Office | New York, NY

After Hurricane Sandy hit the Northeast coast, Yosef joined the Mayor's Office to research urban design mitigation tools for NYC's "Build It Back" program. For a feasibility study, he collected GIS data concerning impacted properties. He also created infographic material to facilitate discussions for housing recovery options presented at community workshops. The program informed urban design policies with a focus on flood hazard risks and housing typologies.

Public Information Officer
Oregon Wildfire Debris Cleanup Taskforce | State of Oregon

In response to Oregon's 2020 Labor Day wildfires, Yosef served as the public information officer for the fire debris cleanup and recovery taskforce. Yosef collaborated closely with technical and operational staff from the Oregon Department of Transportation, Office of Emergency Management, and Department of Environmental Quality to deliver top priorities for public communications through statewide stakeholder coordination, press releases, video and photography content, talking points, innovative and traditional outreach methods, and in-language material development to increase accessibility to information.

Career history

2025 - present	GHD, Senior Advisor
2016 - 2025	WSP USA, Assistant Vice President
2013 - 2015	The LiRo Group, Urban Planner
2012 - 2013	NYCDOT and Mayor's Office, Hurricane Recovery Urban Designer
2011 - 2012	IBI Group Shanghai, Urban Designer

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B

Appendix B

Rate Sheets

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GHD 2025 Rate Sheet

Effective January 2025

GHD Class	GHD Description	2025 CDN/US Rate
	PROFESSIONAL	
A001	Senior Technical Director 1	$ 220.00
A002	Senior Technical Director 2	$ 205.00
A003	Senior Technical Director 3	$ 190.00
A004	Technical Director 1	$ 180.00
A005	Technical Director 2	$ 170.00
A006	Senior Professional 1	$ 155.00
A007	Senior Professional 2	$ 145.00
A008	Professional 1	$ 140.00
A009	Professional 2	$ 120.00
A010	Professional 3	$ 108.00
A011	Vacationer / Intern	$ 100.00
	CONSULTANT	
V001	Executive Consultant 1	$ 283.00
V002	Executive Consultant 2	$ 258.00
V003	Senior Consultant 1	$ 213.00
V004	Senior Consultant 2	$ 190.00
V005	Consultant 1	$ 158.00
V006	Consultant 2	$ 130.00
V007	Consultant 3	$ 105.00
	TECHNICAL	
B001	Lead Design Technician 1	$ 198.00
B002	Lead Design Technician 2	$ 183.00
B003	Lead Design Technician 3	$ 165.00
B004	Senior Design Technician 1	$ 163.00
B005	Senior Design Technician 2	$ 153.00
B006	Design Technician 1	$ 140.00
B007	Design Technician 2	$ 130.00
B008	Drafting/Design 1	$ 125.00
B009	Drafting/Design 2	$ 108.00
B010	Drafting/Design 3	$ 100.00
B011	Drafting/Design 4	$ 95.00
B012	Intern Drafting/Design	$ 85.00

GHD Class	GHD Description	2025 CDN/US Rate
	ADMINISTRATION	
C001	Business Services Manager 1	$ 175.00
C002	Business Services Manager 2	$ 155.00
C003	Senior Business Services 1	$ 120.00
C004	Senior Business Services 2	$ 113.00
C005	Business Services 1	$ 100.00
C006	Business Services 2	$ 95.00
C007	Business Services 3	$ 70.00
	SITE BASED	
S001	Senior Construction Manager	$ 193.00
S002	Construction Manager	$ 168.00
S003	Lead Site Engineer/Supervisor	$ 148.00
S004	Senior Site Engineer	$ 133.00
S005	Site Engineer	$ 125.00
S006	Lead Inspector	$ 128.00
S007	Senior Inspector	$ 103.00
S008	Inspector / Specialist 1	$ 90.00
S009	Inspector / Specialist 2	$ 83.00
S010	Clerk / Specialist 3	$ 78.00
S011	Senior Site Manager 1	$ 83.00
S012	Senior Site Manager 2	$ 78.00
S013	Senior Site Manager 3	$ 73.00
S014	Senior Site Manager 4	$ 68.00
S015	Operator/Labourer 1	$ 68.00
S016	Operator/Labourer 2	$ 63.00
S017	Operator/Labourer 3	$ 53.00
	PROJECT SUPPORT	
D001	Project Support Manager 1	$ 210.00
D002	Project Support Manager 2	$ 395.00
D003	Senior Project Support 1	$ 350.00
D004	Senior Project Support 2	$ 300.00
D005	Project Support 1	$ 285.00
D006	Project Support 2	$ 265.00
D007	Project Support 3	$ 245.00
D008	Project Support 4	$ 220.00
D009	Project Support 5	$ 190.00
D010	Project Support 6	$ 135.00

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BARGAS
A Decade of Excellence

2025
FEE SCHEDULE

Labor Categories

Principal	$200.00
• Lily Arias, M.A.	
Senior Scientist	$175.00
Scientist VI	$165.00
Scientist V	$150.00
• Ashley Hallock	
Scientist IV	$135.00
Scientist III*	$125.00
Scientist II*	$105.00
Scientist I*	$95.00
Project Coordinator IV*	$125.00
Project Coordinator III*	$105.00
Project Coordinator II*	$95.00
Project Coordinator I*	$85.00
GIS Manager	$150.00
GIS Specialist	$125.00
Contract Manager*	$105.00

** Labor categories may be subject to overtime per California law*

Other Direct Costs

Mileage	Current IRS Rate
Subconsultants	Cost Plus 10%
Record Search Fees	Cost Plus 10%
Curation Fees	Cost Plus 10%
Equipment Rental	Cost Plus 10%
Reprographics & Reproduction	Cost Plus 10%
Postage & Delivery	Cost Plus 10%

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Groundwork Preservation LLC, Hourly Billing Rates*

Classification	Hourly Rate
Principal	$195 - $225
Senior Historian/Cultural Resources Historian	$135 - $165
Associate Historian/Cultural Resources Historian	$95 - $125

**Billing rates quoted are for 2025. Billing rates will escalate annually by 5% over the duration of the contract.*

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26-014

PROFESSIONAL SERVICES MASTER AGREEMENT (ON-CALL PLANNING)

BETWEEN

CITY OF BENICIA AND

Good City Company

This Professional Services Master Agreement ("Agreement") is dated July 1, 2025, and is by and between the City of Benicia, a political subdivision of the State of California ("CITY") and Good City Company, a California Corporation located at 601 Allerton Street, Suite 110, Redwood City, California 94063, licensed to do business in California, ("CONTRACTOR") relating to Good City Company - Planning Master Service Agreement (FY26-27) Services (“Services").

1. Agreement

1.1. 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 by the City Manager, or designee who is hereby authorized to execute any Task Order and issue a Notice to Proceed, without further action by the City Council, provided the Task Order is within the total authority of this Master Service Agreement. Amendments to this Master Service Agreement require City Council approval.

Services may include, but not be limited to:

A. Current Planning Development Review

B. Long-Range Planning Policy and Strategies

C. Housing Programs and Policies

D. Grant Applications and Management

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.

1.2. Term of Agreement

A. This Agreement will conclude on June 30, 2027 unless it is extended in accordance with paragraph B below.

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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.

1.3. 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.

1.4. Compensation

CONTRACTOR shall be compensated, a total value not to exceed $325,000 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 not to exceed 5% or the current year's February change of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Francisco-Oakland-Hayward, CA index, whichever is lower, and must seek CITY's authorization for rate changes. 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.

1.5. 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 in excess of $1,000.00, where prevailing wages are required by 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 City's Public Works 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 subconsultants shall keep and

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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. If the Agreement exceeds $2,000 and is funded with federal funds, then CONTRACTOR shall pay federal Davis Bacon wages and comply with applicable federal requirements.

B. 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.

C. CONTRACTOR, where applicable, 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.

1.6. 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

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in addition to, and shall not in any way be limited by the insurance obligations contained in this Agreement.

B. **Patent Rights, Copyright, Trade Secrets:** CONTRACTOR 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.

C. **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 artd will survive termination of this Agreement.

D. **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.

E. **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.

F. **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.

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G. **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 al I 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

1.7. 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.

1.8. 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.

1.9. 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.

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1.10. 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 based on a final invoice from the CONTRACTOR.

1.11. 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 I 101, 1102and1102.1; 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.

1.12. 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

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2. Possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel. (2Cal. Code Regs. § l8700(a) (2))

1.13. 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.

1.14. 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.

1.15. 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.

1.16. 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.

1.17. 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.

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1.18. 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.

1.19. 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.

1.20. 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.

1.21. 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: Stacy Hofacre

Senior Management Analyst

shofacre@ci.benicia.ca.us

To Contractor: Aaron Aknin

President

aaknin@goodcityco.com

1.22. 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.

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1.23. 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.

2. Insurance Requirements

2.1. INSURANCE REQUIREMENTS

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated July 1, 2025, by and between Good City Company, hereinafter referred to as "Contractor", and the City of Benicia, hereinafter referred to as "City", providing for professional services.

2.2. 1. Contractor's Duty to Show Proof of Insurance

Contractor, 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 Contractor's acts, errors, or omissions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Contractor shall not perform any work under this Agreement until Contractor 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, Contractor 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, Contractor 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. Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or City as an additional insured.

2.3. 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

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for liability arising out of Contractor'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. Contractor 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.

2.4. Workers' Compensation Insurance

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

2.5. 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.

2.6. 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.

2.7. Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Contractor, at Contractor'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.

2.8. Insurance terms and conditions:

3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Contractor shall not be suspended, voided, cancelled or

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reduced in coverage or in limits except after ten (10) days written notice by Contractor 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. Contractor 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 Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor 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 Contractor is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Contractor'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 Contractor'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 Contractor 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 Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor. City, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Contractor 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 Contractor of its obligation to obtain and maintain the insurance coverages required by this Agreement.

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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 Contractor and its Subcontractors shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Contractor's fees under this Agreement (and the fee of its Subcontractors under Subcontractor agreements) shall be reduced by the amount of insurance premiums that may be avoided by Contractor and its Subcontractors 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 Contractor's and Subcontractors policies. Construction Manager and its Subcontractors shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

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

"Good City Company" By: DocuSigned by: Aaron Aknin 5C6A1A91BD384BA... 6/19/2025
Aaron Aknin

Its: Principal

"City" By: _____

Its: _____

"Department" By: _____

Its: _____

"City Attorney" By: _____

Its: City Attorney

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Exhibits List

A - Scope of Work

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Exhibit A

Scope of Work

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GOOD CITY COMPANY

PROPOSAL FOR RFP# 25-063 FOR ON-CALL COMMUNITY DEVELOPMENT SERVICES

For the City of Benicia

April 7, 2025

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COVER LETTER

April 7, 2025

Suzanne Thorsen, Community Development Director
250 E L Street
Benicia, CA 94510

RE: Proposal for On-Call Planning Services

Dear Ms. Thorsen,

Good City Company (Good City) is pleased to submit this proposal in response to the City of Benicia's RFP #25-063 for On-Call Planning Services. Headquartered in Redwood City, Good City has provided local government consulting services for cities throughout Northern California for decades. Our areas of expertise include housing element updates and implementation, current and long-range planning, economic development, executive management, project management, and management analyst services.

For this contract, we offer professional capabilities in:

- Current Planning Development Review
- Long-Range Planning Policy and Strategies
- Housing Programs and Policies
- Grant Applications and Management

Our team includes former city Planning Directors, Assistant City Manager, economic development leaders, and housing specialists with demonstrated capacity to deliver responsive, high-quality service. With a strong foundation in public sector planning and a proven track record of delivering high-quality, responsive services, we are confident in our ability to support the City of Benicia's goals.

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We have reviewed the City's Professional Services Agreement and confirm our willingness to execute an agreement substantially similar to the form included in the RFP. We do not request any modifications at this time.

We look forward to the opportunity to work with the City of Benicia. Please contact me with any questions at (650) 333-0248 or lcostasanders@goodcityco.com .

Sincerely,

Lisa Costa Sanders, Principal and Co-Owner
Good City Company

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GOOD CITY COMPANY PROFILE

Firm Size: 25 professionals with specialized experience in planning, housing, economic and community development across California.

Organizational Structure: Good City is a California corporation co-owned by Aaron Aknin and Lisa Costa Sanders, who actively lead projects as Principals and Strategic Advisors. Planning Directors, Principal Planners, and Senior Planners manage complex long-range and current planning projects, while Associate and Assistant Planners provide technical support and staff augmentation services.

Financial Stability: Good City maintains strong financial health and has successfully fulfilled contractual obligations for multiple cities. The firm has consistently demonstrated its fiscal stability, making it a reliable partner for multi-phase and ongoing municipal assignments.

Capacity: Good City is fully staffed and well-positioned to support the City of Benicia's needs. Team members can be deployed immediately, and assignments are coordinated based on availability and project timing. As a dynamic and growing firm, Good City also has the ability to scale quickly and attract top-tier planning talent to meet project demands.

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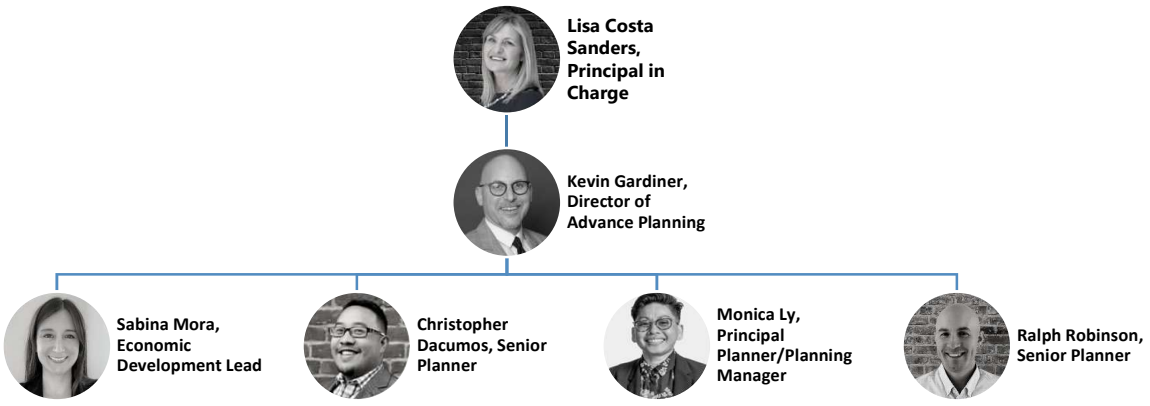
1. PROJECT ORGANIZATION

1.1. Name of Subcontractors

Good City does not propose any subcontractors at this time. If subcontractors are engaged in the future, the City will be notified in accordance with the agreement terms.

1.2. Project Organization Chart

Key team members and roles are described below, and full resumes are included in Section 4. The team will be supported by Senior Planners, Assistant/Associate Planners, and subconsultants as needed.



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1.3. Description of Responsibilities

Principal in Charge

Lisa Costa Sanders – Principal

» Serves as Principal in Charge, providing senior oversight, quality control, and client coordination across all task areas. Lisa brings over 30 years of experience in both current and long-range planning for California municipalities. She will serve as Principal in Charge, ensuring consistent quality, responsiveness, and alignment with City goals. Lisa has led multiple comprehensive planning efforts and has deep knowledge of CEQA, zoning codes, and local regulatory environments.

Current Planning Development Review (4.2)

Monica Ly – Principal Planner/Planning Manager

» Brings over a decade of experience in planning and housing across multiple Bay Area cities. Led planning and code enforcement divisions, managed complex commercial and housing developments, authored staff reports, oversaw public meetings, and ensured CEQA and municipal code compliance. Her work included preparing zoning ordinance amendments, coordinating subdivision maps, issuing completeness and decision letters, and managing compliance with conditions of approval through plan review and inspection coordination.

Ralph Robinson – Senior Planner

» Ralph Robinson has over 25 years of planning experience, including General Plan updates, zoning code amendments, and housing element implementation. He has worked with cities across California on long-range planning efforts, prepared CEQA documentation, and led public engagement processes. Ralph brings a deep understanding of land use policy, spatial analysis, and coordination with State agencies for plan adoption and compliance. Ralph supports plan writing, demographic research, and State policy alignment. His work includes preparing housing-related planning documents and spatial analyses for long-range studies.

Christopher Dacumos – Senior Planner

» Chris has supported planning departments in cities such as San Leandro, East Palo Alto, and San Carlos. He brings hands-on experience processing discretionary permits, preparing staff reports, and reviewing architectural and site plans. His recent work includes zoning compliance reviews, CEQA technical

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support, and coordination with building and engineering divisions on entitlement and construction-phase implementation. He regularly interacts with the public and applicants, providing project updates and guidance throughout the review process.

Long-Range Planning Policy and Strategies (4.3)

Kevin Gardiner – Director of Advance Planning

» Leads development of long-range planning documents, including General Plans and Specific Plans. Experienced in visual/spatial analyses, zoning code development, Municipal Service Reviews, and LAFCo coordination. Kevin brings a strong background in managing citywide policy initiatives, community engagement, and regional planning efforts.

Housing Programs and Policies (4.7)

Monica Ly – Principal Planner/Planning Manager

» Has developed and managed housing programs. She created and implemented affordable housing programs such as the Early Relocation Assistance Program (ERAP) and the Emergency Rent Subsidy Program (ERSP) for 74 households facing displacement. She oversaw programs including the Existing Unit Purchase Program, Below Market Rate Program, First-Time Homebuyer Loan Program, and Workforce Housing Program while managing agreements for City-owned properties and multi-family housing developments. She also provided program direction to consultants, assisted in tax increment calculations and budget projections, and represented the City in community outreach efforts such as "Home is Foster City" community engagement and town hall meetings. Implemented PLHA and SB2-funded projects.

Sabina Mora – Economic Development Lead

» Sabina has extensive experience supporting Housing Element implementation, conducting fair housing assessments, and preparing housing-related policy documents. She has worked on housing initiatives for Pacifica, South San Francisco, and San Bruno, and brings strong community engagement skills, particularly with hard-to-reach populations.

Grant Applications and Management (4.8)

Christopher Dacumos – Senior Planner

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» Supports grant writing, project management, and compliance. Experienced with tracking grant deliverables, coordinating reporting, and maintaining documentation for State and Federal agencies.

Sabina Mora – Economic Development Lead

» Sabina has led grant writing and administration efforts. She specializes in aligning funding opportunities with City goals, preparing narratives, and managing and reporting.

1.4. Team Members by Work Area

Principal in Charge: Lisa Costa Sanders – Principal

Current Planning Development Review:

» Monica Ly – Principal Planner/Planning Manager

» Ralph Robinson – Senior Planner

» Christopher Dacumos – Senior Planner

Long-Range Planning Policy and Strategies:

» Kevin Gardiner – Director of Advance Planning

Housing Programs and Policies:

» Monica Ly – Principal Planner/Planning Manager

» Sabina Mora – Economic Development Lead

Grant Applications and Management:

» Christopher Dacumos – Senior Planner

» Sabina Mora – Economic Development Lead

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The Good City Team

Full resumes of Key Team Members, including their education, experience, and expertise, are included in Section 6. The team will be supported by Principal, Senior, Associate, and Assistant Planners, and other Good City members. Additional resumes can be provided upon request.

LISA COSTA SANDERS
Principal, Owner

AARON AKNIN, AICP
Principal, Owner

DAVID BAFUMI
Assistant Planner

JAMIE BOURNE
Assistant Planner

PAUL CHYTLA-HINZE
Assistant Planner

SANDY COUNCIL
Housing Services Consultant

CHRISTOPHER DACUMOS
Senior Planner

STEPHANIE DAVIS, AICP
Principal Planner/ Planning Manager

BRANDON DE LUCAS
Senior Planner

MATT FLYNN
Project Manager

JACOB GARCIA
Senior Planner

KEVIN GARDINER, AICP
Director of Advance Planning

VERA GIL
Housing Specialist

NICHOLAS HAMILTON
Public Policy Lead

MICAELA HELLMAN-TINCHER
Housing Specialist

MONICA LY
Principal Planner/ Planning Manager

ROBERT MCDONALD
Project Manager

SABINA MORA, CEcD
Economic Development Lead

ARIANNA O'CONNELL
Associate Planner

LESLIE PARKS
Economic Development Director

TROY REINHALTER
Principal Planner / Planning Manager

RALPH ROBINSON, AICP
Senior Planner

MARK SULLIVAN, AICP
Housing Specialist

DAVID TALGO
Assistant Planner

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2. APPROACH

2.1. Approach to Scope of Work

Good City proposes to provide the following categories of on-call planning services as identified in the RFP:

- **Current Planning Development Review** – Includes entitlement review, completeness and decision letters, staff report preparation, architectural and site plan review, CEQA documentation, zoning analysis, subdivision coordination, conditions of approval, and plan review/inspections. Presentation at public meetings. Services may be provided on a project-by-project basis or through interim staffing.
- **Long-Range Planning Policy and Strategies** – Involves General Plan and Specific Plan updates, zoning code updates, urban design studies, research and analysis for policy development, CEQA review, presentation at public meetings and community outreach, and coordination with regional agencies and LAFCo.
- **Housing Programs and Policies** – Includes assistance with implementing Housing Element programs, BMR program administration, ADU streamlining, SB 9 implementation, compliance with State housing mandates, community outreach, and support with PLHA, SB2, LEAP, and other grant-funded housing initiatives.
- **Grant Applications and Management** – Covers grant research, timeline coordination, application preparation, compliance tracking, documentation, reporting, and financial drawdowns for State and Federal programs including CDBG, HOME, and other funding sources.

Good City Company approaches the scope of work with a flexible, partnership-based model that ensures high-quality results while integrating seamlessly with City staff and workflows. Our approach is rooted in deep public-sector experience, an understanding of Benicia's scale and context, and a commitment to cost-effective, timely, and compliant service delivery.

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For Current Planning assignments, our staff are ready to provide project-specific or contract staffing support to manage entitlement review, correspondence with applicants, CEQA documentation, and post-approval implementation. We ensure completeness and decision letters, staff reports, and conditions of approval are prepared efficiently and to high professional standards. Our planners understand the importance of reliable communication, customer service, and design review to facilitate well-informed approvals.

For Long-Range Planning work, we bring the expertise and structure to initiate, manage, and complete planning efforts such as zoning code updates, General Plan amendments, and special studies. Our team can lead technical research, policy development, and community engagement, helping to navigate evolving State mandates while reflecting Benicia's community character. We also provide expertise in spatial analysis, urban design integration, and documentation preparation.

In Housing, our experience spans both policy and implementation. We assist with program design, process streamlining, ordinance updates (such as for ADUs and SB 9), and funding strategy. Our team has administered PLHA, SB2, CDBG, and HOME-funded programs and supported staff training and compliance tracking. We understand the local and regional pressure to produce housing and help cities align their efforts with State goals.

For Grants, we manage the entire cycle: identifying funding opportunities, coordinating application schedules, preparing narratives and exhibits, and ensuring successful administration. Our approach is proactive and organized, allowing City staff to focus on strategic oversight while we manage documentation, drawdowns, and reporting.

A key strength of our approach is our senior-level involvement in every assignment. With highly experienced planners leading and mentoring each task, we deliver consistent, polished, and timely work products with minimal City oversight required.

Unique Considerations for Benicia: As a full-service firm, we are uniquely positioned to scale our services based on the City's real-time needs—whether as task-based project support or embedded staffing. We also bring proven success working with HCD, ABAG/MTC, and LAFCo-related processes, which may be critical in future long-range planning and housing implementation projects.

Our commitment is to serve as a trusted partner—responsive, ready, and results-oriented.

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2.2. Level of Effort Letter

To align with the City's RFP Vendor Questionnaire and responses to the Q&A, Good City has included a rate sheet, in Section 5 Pricing Proposal and uploaded separately, that contains the team's hourly rates and expected cost of reimbursable expenses.

Good City's approach to project management reflects a practical, flexible, and scalable projection of staff availability based on likely scopes of work. We work under the direction of City staff to determine the level of effort for individual tasks and are committed to maintaining cost-effective, transparent service delivery throughout the course of any assignment.

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3. REFERENCES

Key Team Member References

Lisa Costa Sanders – Principal

- Al Savay
  Community and Economic Development Director
  City of San Carlos
  asavay@cityofsancarlos.org
  (650) 802-4209
- Peter Gilli
  Community Development Director
  City of San Bruno
  PGilli@sanbruno.ca.gov
  (650) 616-7039

Kevin Gardiner – Director of Advance Planning

- Taylor Bateman
  Community Development Director
  Scott's Valley
  tbateman@scottsvalley.gov
  (831) 440-5600
- Kevin Jackson
  Director of Planning & Building
  City of Piedmont
  kjackson@piedmont.ca.gov
  (510) 420-3039

Monica Ly – Principal Planner/Planning Manager

- Sofia Mangalam
  Community Development Director
  City of Foster City
  smangalam@fostercity.org
  (650) 286-3239

	» Leslie Mendez Planning Manager City of Albany lmendez@albanyca.org (510) 528-5765
Ralph Robinson – Senior Planner	» Rucha Danda Principal Planner City of San Carlos rdande@cityofsancarlos.org (650) 802-4231 » Kelly Beggs Assistant Community Development Director City of San Bruno kbeggs@sanbruno.ca.gov (650) 616-7053
Christopher Dacumos – Senior Planner	» Elena Lee, Planning Manager City of East Palo Alto elee@cityofepa.org (650) 853-3148 » Al Savay Community and Economic Development Director City of San Carlos asavay@cityofsancarlos.org (650) 802-4209
Sabina Mora – Economic Development Lead	» Christian Murdock Community Development Director City of Mountain View Christian.Murdock@mountainview.gov (650) 903-6306 » Steve Monowitz, Director of Planning, County of San Mateo smonowitz@smcgov.org (650) 294-4154

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3.1 Good City References

CITY OF MOUNTAIN VIEW

Christian Murdock, Community Development Director
Christian.Murdock@mountainview.gov | (650) 903-6306
500 Castro Street, Mountain View CA 94041

CITY OF NEWARK

Steven Turner, Community Development Director
stevent@newark.org | (510) 578-4330
37101 Newark Boulevard, Newark, CA 94560

CITY OF BELMONT

Carlos De Melo, Community Development Director
cdemelo@belmont.gov | (650) 595-7440
500 Castro Street, Mountain View CA 94041

CITY OF BRISBANE

John Swiekcki, AICP, Community Development Director
jswiecki@brisbaneca.org | (415) 508-2120
50 Park Place, Brisbane, CA 94005

TOWN OF PORTOLA VALLEY

Terrence Grindall, Interim Planning and Building Director
tgrindall@portolavalley.net | (650) 851-1700 ext. 210
765 Portola Rd, Portola Valley, CA 94028

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CITY OF SAN CARLOS

Al Savay, Community Development Director
asavay@cityofsancarlos.org | (650) 802-4209
600 Elm Street, San Carlos, CA 94070

CITY OF SAN BRUNO

Peter Gilli, Community Development Director
pgilli@sanbruno.ca.gov | (650) 616-7039
567 El Camino Real, San Bruno, CA 94066

COUNTY OF SAN MATEO

Steve Monowitz, Director of Building and Planning
smonowitz@smcgov.org | (650) 294-4154
455 County Center, Redwood City, CA 94063

CITY OF PALO ALTO

Steve Guagliardo, Assistant to the City Manager
steven.guagliardo@cityofpaloalto.org | (650) 690-0656
250 Hamilton Ave, Palo Alto, CA 94301

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4. KEY TEAM RESUMES

LISA COSTA SANDERS

Principal, Owner Good City Company

EDUCATION

B.S., City and Regional Planning, California Polytechnic State University San Luis Obispo

MEMBERSHIPS

American Planning Association

PROFESSIONAL EXPERIENCE

Ms. Costa Sanders has been with the firm since 1992. Her experience and specialties include interdepartmental project management, current, and long-range planning, solid waste and recycling management, budget preparation, and economic development and housing program implementation. She also has extensive experience in design review, California Environmental Quality Act (CEQA), Subdivision Map Act and worked on permit streamlining and permit tracking systems. Ms. Costa Sanders manages staff and processes large complex development projects.

Serving as Principal Planner for the City of San Carlos, Ms. Costa Sanders provides staff assistance for larger complex Planning and Economic Development projects. She was the Project Planner for the Wheeler Plaza Development and Landmark Hotel Development. She also assisted with property acquisition for economic development, managed city-owned properties including lease negotiations and managed the City's affordable housing programs. Ms. Costa Sanders also assists with General Plan and Zoning Code updates and amendments.

Ms. Costa Sanders also served as the Acting Assistant City Manager for the City of San Carlos. In that capacity, she prepared the Mayor's State of the City presentation, managed the City's annual Strategic Plan update, reviewed all City

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Council staff reports and attended several regional meetings on behalf of the City Manager's office.

As Town Planner for the Town of Atherton, Ms. Costa Sanders manages all current and long-range planning and presents projects to the Planning Commission and City Council. Ms. Costa Sanders also prepares ordinance amendments, General Plan updates and amendments, works on annexations and subdivisions.

Ms. Costa Sanders is currently assisting the City of South San Francisco with its comprehensive General Plan update, preparation of the Environmental Impact Report and Zoning Code Update.

As Contract Principal Planner for the City of Redwood City, Ms. Costa Sanders managed larger complex development applications including the Harbor View Place development, Rocketship Charter School, multi-family development at 150 El Camino Real, mixed-use development at 557 E. Bayshore and 610 Walnut Street, Sandpiper School expansion and the City's new water tank project.

Previously as the Acting Planning Manager for the City of San Bruno, she was the project planner for the Tanforan Remodel Project, Crossing 350-unit housing development, Pacific Bay Vistas, 308 unit multi-family development, Merimont 70 new home development, Skycrest 24 new home development, and Cedar Mills 14 new home development. She also assisted the Public Services Director with preparing reports to the City Council, managing sustainability projects, managing grant programs and served as the Assistant Project Manager for the San Bruno Grade Separation project.

PROJECT EXPERIENCE HIGHLIGHTS

- Tanforan Shopping Center Redevelopment Project Manager, San Bruno, CA
- Lindenville Specific Plan Project Manager, South San Francisco, CA
- San Carlos East Side Innovation District Plan Strategic Advisor, San Carlos, CA

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- » Northeast Industrial Specific Plan Strategic Advisor, San Carlos, CA
- » Wheeler Plaza Lead Planner, San Carlos, CA
- » Alexandria Campus Development Lead Planner, San Carlos, CA
- » Concord Passages Shopping Mall Redevelopment Lead Planner, San Mateo, CA
- » Bay Meadows Specific Plan Project Manager, San Mateo, CA

KEVIN GARDINER, AICP

Director of Advance Planning

EDUCATION

B.A., Environmental Design, University of California Berkeley

M.Arch., University of California Berkeley Master of City and Regional Planning, University of California Berkeley Degree and Institution

MEMBERSHIPS

American Institute of Certified Planners

American Planning Association

Congress for the New Urbanism

Urban Land Institute

PROFESSIONAL EXPERIENCE

Kevin Gardiner, AICP, has a background in planning and architecture, with nearly three decades of experience in both public service and private consulting. He is involved in all aspects of planning, with a specialization in long-range plans and urban design. He understands the complex relationships between planning policy, design, community input and market issues, and can respond with a range of creative approaches to allow informed decision-making.

Kevin is a member of the American Institute of Certified Planners, the American Planning Association, the Congress for the New Urbanism, and the Urban Land Institute. He is a skilled public speaker and regularly speaks at events and conferences on topics related to community planning, zoning regulations, housing, and climate adaptation.

Most recently, Kevin was the Community Development Director for the City of Burlingame. The position included oversight of Planning, Building, Economic Development, and Housing divisions. During his tenure he oversaw the city's first comprehensive update of its General Plan in 50 years, the complete rewrite of the city's zoning code, and the update of its Housing Element. He also managed a new transit-oriented specific plan for an emerging mixed-use neighborhood and led a pilot community engagement initiative focused on housing called "Burlingame Talks Together About Housing." Working with the

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county flood control and sea level rise district, he also oversaw a sea level rise risk assessment, leading to one of the first examples of zoning regulations focused on sea level rise resilience in the Bay Area.

Prior to coming to Burlingame, Kevin was with a series of planning consulting firms, including his own firm Kevin Gardiner & Associates. His work included downtown plans for the Cities of Burlingame and Napa, as well as Scottsdale, AZ; form-based zoning for the City of Palo Alto; re-use plans for two different high-tech districts in Mountain View, California; a conceptual transit-oriented development plan for Eugene, Oregon; and a comprehensive plan for a small town in Indiana.

PROJECT EXPERIENCE HIGHLIGHTS

- » Burlingame General Plan Update, Project Manager, Burlingame
- » Burlingame Housing Element Update, Project Manager, Burlingame
- » Site Feasibility Studies, Palo Alto
- » South Whisman Precise Plan, Mountain View

MONICA LY

Principal Planner/Planning Manager

EDUCATION

B.A., Sociology, California State University of Fullerton

Dual Master's Degrees in Urban Planning and Public Administration,

PROFESSIONAL EXPERIENCE

Monica Ly has over 20 years of experience spanning government, non-profit, and private sectors, with the past decade focused on planning and housing. Her experience includes supervising a Planning and Code Enforcement Division, managing complex development applications, overseeing current and long-range planning efforts, administering housing programs, and code enforcement.

Most recently, Monica served as the Planning Manager for the City of Foster City. Monica led the Planning and Code Enforcement Division, supervising staff and guiding planners and the code enforcement officer on complex projects and code enforcement cases. She managed commercial and residential development applications, ensuring compliance with local, state,

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University of Southern California

and federal regulations, including CEQA. Monica played a key role in long-range planning efforts such as Housing Element implementation, the development of Single-Family Objective Design Standards and facilitated amendments to Accessory Dwelling Unit (ADU) and SB 9 ordinances to align with state laws.

MEMBERSHIPS

American Planning Association

Previously, as a Senior Planner for the City of San Rafael, Monica reviewed and processed commercial and housing development applications, ensuring compliance with city policies and state regulations, including SB 330, SB 35, AB 168, and SB 9. She prepared and presented staff reports to the City Council, Planning Commission, and other governing bodies, ensuring informed decision-making. Monica compiling data for the General Plan Annual Progress Report and Housing Element Progress Report, presenting findings and submitting them to HCD and OPR. She conducted Zoning Administrator hearings, processed Conditional Use Permits, Environmental and Design Review Permits, and resolved municipal code violations in collaboration with the Code Enforcement Division. Monica developed a Plan of Action to transition the Below Market Rate Rental Housing Program from Marin Housing Authority to city administration. She audited housing program files and improved processes.

Earlier in her career with Foster City, Monica worked as an Associate and Assistant Planner, where she managed planning projects and housing programs. She created and implemented affordable housing programs such as the Early Relocation Assistance Program (ERAP) and the Emergency Rent Subsidy Program (ERSP) for 74 households facing displacement. She oversaw programs including the Existing Unit Purchase Program, Below Market Rate Program, First-Time Homebuyer Loan Program, and Workforce Housing Program while managing agreements for City-owned properties and multi-family housing developments. She also provided program direction to consultants, assisted in tax increment calculations and budget projections, and represented the City in community outreach efforts such as “Home is Foster City” community engagement and town hall meetings.

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PROJECT EXPERIENCE HIGHLIGHTS

- Single-Family Objective Design Standards – Foster City
- Amendments to Sign, ADU and SB 9 Ordinances – Foster City
- SB 2 Planning Grant ($160,000) and PLHA Grant ($643,646) – Foster City
- General Plan and Housing Element Progress Report APR – San Rafael
- Commercial and Housing Development Review – San Rafael
- Subdivisions and Lot Line Adjustments – San Rafael
- Housing Element Implementation – Foster City

EDUCATION

B.A., Geography, University of Richmond

Advanced Certificate in Transportation & Land Use Planning, San Jose State University

Master of Urban Planning, San Jose State University

RALPH ROBINSON, AICP

Senior Planner

PROFESSIONAL EXPERIENCE

Ralph Robinson joined Good City in 2021. As Senior Planner, he works extensively with local communities on current development proposals—from initial conception through City review, CEQA compliance, and final public hearing. His current planning experience includes single-family and small multi-family projects, affordable and marketing rate housing developments of several hundred units, big box and small-scale retail, and one million square foot plus life science laboratory and office buildings. He has written and taken Zoning Code, General Plan and Housing Element updates from initial conception through public hearing and adoption to address conformance with changes to state law. Between his regular project work, Ralph also serves as an additional resource for assistant and associate level planners with our client cities and as a point of contact for the public. He has experience in San Bruno, Burlingame, San Mateo, San Carlos, Burlingame, Alameda, Portola Valley and Atherton.

Ralph received his master's in urban planning at San Jose State University, where he was recognized with an APA (American

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Planning Association) Outstanding Planning Student Award. He achieved American Insititute of Certified Planners (AICP) certification in 2024.

PROJECT EXPERIENCE HIGHLIGHTS

- Tanforan Redevelopment Project, San Bruno, CA
- Guadalupe Quarry Redevelopment Project, Brisbane, CA
- Sierra Point Towers and Sierra Point Hotel & Life Science Development, Brisbane, CA
- 1200-1340 Bayshore Highway, 12-acre Office + Life Science Redevelopment, Burlingame, CA
- SB 9 Zoning Code Amendments, Atherton, Alameda and San Carlos, CA
- Objective Design Standard Zoning Code Amendments, San Carlos, CA
- Single and Multi-Family Entitlements, Subdivisions, Annexations, Zoning Code and General Plan Amendments
- Housing Element Update, Atherton, CA

CHRISTOPHER DACUMOS

Senior Planner

PROFESSIONAL EXPERIENCE

Chris Dacumos has 15 years of experience working for federal, county, special district, and city agencies. His areas of focus are current- and long-range planning, budgeting, revenue generation, project management and grant management.

Chris provides senior planner services for the City of San Carlos and City of East Palo Alto, management analyst services for the Town of Portola Valley, project management for the City of San Leandro, and is assisting with the development of a Specific Plan for the City of Belmont. With the City of San Carlos, Chris reviewed and processed plans for single family homes, planned development amendment requests, a master plan, life science projects and a hotel. In the City of East Palo Alto, Chris is working closely with staff and the City's Specific Plan consultant to review and oversee development projects and their environmental

EDUCATION

B.A., Social Welfare, Public Policy Minor, UC Berkeley

M.P.A., Domestic Policy, Urban Policy & Planning, Princeton University

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review, while the City simultaneously goes through a Specific Plan update process to revise development standards.

Chris's past experience includes working as a Congressional Aide and as an analyst or planner for the San Mateo County Transit District, Peninsula Corridor Join Powers Board (Caltrain), Transportation Authority, Town of Hillsborough, and City of Redwood City. Chris was born in Vallejo, California and, while at Princet University, was a Public Policy Fellow and was nominated by the United States Department of State for a Fulbright Scholarship.

PROJECT EXPERIENCE HIGHLIGHTS

» 330,000 sf, six-story life science project
188-room hotel development
70-unit school district workforce housing development
1.2 million square feet (sf) of office project
Mixed-use development consisting of 800,000 of office, life-science, research development, and 95 units of housing
52-acre development including open space, parks, office, research and development, and housing

SABINA MORA, CEcD

Economic Development Lead

PROFESSIONAL EXPERIENCE

Sabina Mora has 15+ years of experience working for state, regional, and municipal agencies in communities across New York, Texas, and California, with the last six years in the Bay Area. Her areas of focus are community and economic development and long-range planning with expertise in housing policy development and implementation, downtown and commercial corridor revitalization, and civic engagement. She brings innovative approaches to each project, prioritizing community concerns, promoting collaboration, and fostering the type of placemaking that supports quality of life of local businesses and residents.

EDUCATION

B.A., History, University of Texas

M.S., Community and Regional Planning, University of Texas

M.S., Public Affairs, Lyndon B. Johnson

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School of Public Affairs, University of Texas

MEMBERSHIPS & CERTIFICATIONS

Bilingual in English & Spanish

International Economic Development Council Certified Economic Developer (CEcD)

Sabina's recent experience in community, economic development and long-range planning includes administering economic development programs for the County of San Mateo, City of South San Francisco, and the City of San Leandro, managing a comprehensive assessment of the North Fair Oaks Community Plan, and preparing fair housing analyses, policies and programs for the 2023-2031 Housing Elements for the cities of South San Francisco, Pacifica, and San Bruno. She also has a strong background conducting targeted outreach and public engagement for hard-to-reach populations in multiple languages.

PROJECT EXPERIENCE HIGHLIGHTS

- On-Call Economic Development Services for the Cities Mountain View (current), South San Francisco (2023-2024), San Leandro (2024), and the County of San Mateo (2024)
- On-Call Housing Element Implementation for the City of Pacifica (current)
- Research and author sections on housing needs, fair housing and policies and programs for the 2023-2031 Housing Element Update for the Cities of Pacifica (2022-2024), South San Francisco (2022-2023), and San Bruno (2022-2023)
- Execute public engagement for the Housing Element Update and General Plan Update for the City of San Mateo (2023)
- Lead MTC TOD Policy implementation and support Housing Element Update development for the City of San Carlos (2023-2024)
- Lead the North Fair Oaks Community Plan Review for San Mateo County (2022-2024)

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5. PRICING PROPOSAL

To align with the City's RFP Vendor Questionnaire and responses to the Q&A, Good City has included a rate sheet and uploaded it separately.

This includes all basic services, reimbursable expenses, overtime, and travel costs. Good City can provide staff both remotely and at City facilities to meet project needs and preferences for interaction, collaboration, or public engagement.

The following billing rates are reflective of each team member's classification and are based on Good City's current professional fee structure.

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Billing Rates

Good City prides itself on being a cost-effective solution for public sector agencies. Staff retains detailed timesheets and works efficiently to ensure the client is getting the best value for the services.

TITLE	2025 Hourly Rate
» **Principal/Partner**	$270
» **Planning Director**	$240
» **Economic Development Director**	$240
» **Principal Planner/Planning Manager**	$205
» **Public Policy Lead**	$195
» **Economic Development Lead**	$195
» **Senior Planner/Project Manager**	$176
» **Senior Economic Development Planner**	$176
» **Housing Services Consultant**	$176
» **Associate Planner**	$150
» **Economic Development Associate**	$150
» **Assistant Planner**	$135
» **Planning Technician**	$105
» **Marketing Specialist/Graphic Designer**	$105
» **Administrative Specialist**	$95

Billing rates subject to annual cost of living increase.

Overtime = 1 ½ billing rate.

Travel = ½ billing rate and includes mileage reimbursement.

Subconsultant Contracts Direct Billing + 10% oversight fee.

Signature:

Lisa Costa Sanders, Principal and Co-Owner

Good City Company

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6. PRIOR LITIGATION/CLAIMS

6.1. Litigation

Good City has not had any litigation or claims filed against or by the firm in the past five years.

6.2. Failed Project Completions

Good City has successfully completed all contracts awarded in the past five years. No projects have been terminated or left incomplete.

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7. FINANCIAL AND RELATED INFORMATION

7.1. Financial Statements

Good City confirms its financial qualifications and can provide reviewed financial statements for the past three fiscal years upon request.

7.2. Insurance Broker Letter

Good City has reviewed the City's insurance requirements as described in section 10.2 of the RFP. We confirm our coverages meet the City's requirements and confirm can provide a letter from our insurance brokers verifying coverage upon request.

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8. SUPPLEMENTAL MATERIALS

The following materials are examples of projects managed by Good City Company that highlight our substantive experience in current- and advanced-planning, housing programs and policies, and project management.

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SHOREWAY OFFICE PARK - BELMONT

Good City Company is the project manager for the City of Belmont's review and entitlement of the Shoreway Office Park, located at 1301 Shoreway Road. The project proposes two office buildings (7 and 8 stories), totaling 542,035 square feet, and a nine-level detached parking structure on a 6.9-acre site.

The scope of work includes planning and zoning compliance review, coordinating interdepartmental review, vetting project comments, managing environmental review and architectural review subconsultants, and resolving issues with the project throughout the review process. The project will rely on a Planned Development Permit to allow for site specific standards which would exceed the current zoning. These standards include height limits and parking standards.

The project requires multiple agency approvals. The project site is also located along Belmont Creek and requires review and approval of the project within the San Francisco Bay Conservation & Development Commission (BCDC) jurisdiction. It also requires land use and height approval from the City/County Associate of Governments of San Mateo County (C/CAG) due to its proximity to the San Carlos Airport. Good City staff will lead the C/CAG, Planning Commission, and City Council approval process, including preparing and presenting reports, exhibits, resolutions, ordinances, and public hearing presentations.

PROJECT DETAILS

Key Staff: Aaron Aknin, Christopher Dacumos, Arianna O'Connell

Duration: 2022 to present

Reference: Carlos de Melo, Community Development Director, City of Belmont

cdemelo@belmont.gov

650-763-6141

Status: In Progress

Budget: $286,000 (approx.)

Timeline: Q1 2025

Docusign Envelope ID: AA2D38E6-A10D-4194-AA86-5CA567C7B96E

501 Industrial Road - San Carlos

Good City Company was the project manager for the City of East Palo Alto's review and entitlement of Hotel Indigo, a six-story 188-room hotel consisting of 119,036 in east San Carlos. The project, located at 501 Industrial Road, is at the intersection of Industrial Road and Holly avenue and was designed to be piece of landmark architecture reflecting the intersection as a gateway into the City. The project included design review, a planned development permit, grading and dirt haul permit, and transportation demand management plan.

Good City recommended the preparation of an Environmental Impact Review given issues raised by community members in the area of the history of industrial businesses in the neighborhood. Good City managed the EIR consultant, and assisted in the negotiations for community benefits in which the applicant contributed funding towards City objectives and also made available the conference/banquet room to be available at no cost for a limited number of events identified by the City.

PROJECT DETAILS

Key Staff: Lisa Costa Sanders, Chris Dacumos

Duration: 2020 to 2023

Reference: Al Savay, Community Development Director, City of San Carlos

asavay@cityofsancarlos.org

650-740-2593

Budget: $42,000

Status: Complete

Timeline: Q4 2023

Docusign Envelope ID: AA2D38E6-A10D-4194-AA86-5CA567C7B96E

PACIFICA SCHOOL DISTRICT WORKFORCE HOUSING

Good City Company was brought in on the project after the original project planner left the City. Chris served as the project planner and managed the environmental impact report through project entitlement. As project planner, Chris worked as an extension of City staff and coordinated the environmental review with the City's consultant, North County Fire Authority, and City building and engineering departments and supported the Community Development Director during the negotiation of the Development Agreement.

The project applicant was the Pacifica School District (District) and the project involved redevelopment of a closed school site. The project consists of 70-unit workforce housing development, including 20 Below Market Rate (BMR) units, spread out over seven two-story residential buildings, residence commons, a property management office, bike storage, and trash enclosure. Additionally the project included a building provided as a community benefit that supported use of existing fields and sports courts maintained and provided by the District.

PROJECT DETAILS

Key Staff: Chris Dacumos

Duration: 2022 to 2023

Reference: Christian Murdock, former Community Development Director, City of Pacifica

Christian.Murdock@mountainview.gov

(650) 903-6306

Budget: $20,000

Status: Complete

Timeline: Q4 2023

Docusign Envelope ID: AA2D38E6-A10D-4194-AA86-5CA567C7B96E

SINGLE FAMILY RESIDENTIAL DEVELOPMENT REVIEW

Good City staff assists various jurisdictions in reviewing new single-family residential development including single-family home additions. Our staff is adept at facilitating the development review process including; interdepartmental review; reviewing applications for conformance with zoning regulations and general plan policies; providing design guidance; preparing letters of incompletion; and preparing notices, staff reports, and presentations for discretionary review by Architectural Review Boards, Planning Commissions and City Councils.

Good City Company can also help your jurisdiction optimize and streamline the project review process for both City staff and applicants and ensure compliance with Local and State legislation.

PROJECT DETAILS

Clients: Newark, Pacifica, Pacific Grove, Portola Valley, San Carlos, San Bruno, San Mateo

Key Staff: Ralph Robinson, Jamie Bourne, Jacob Garcia, Chris Dacumos, Paul Chytla-Hinze, Stephanie Davis

Reference:
Al Savay, Community Development Director, City of San Carlos
asavay@cityofsancarlos.org
650-802-4209

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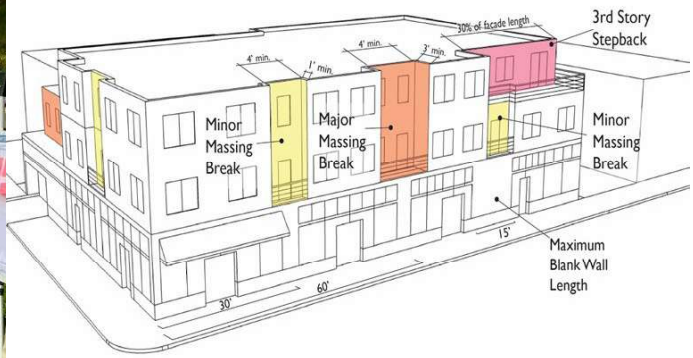

Brisbane Objective Design And Development Standards

Good City Company led the development of Objective Design and Development Standards for multifamily and mixed use areas of the city, establishing a new permit type and review process, and significant revisions to the zoning ordinance to reflect these changes.

Community outreach, education and understanding was a critical component of this initiative, as the standards, code changes, and development review process marked significant changes to what the community and policy makers were familiar with. Two city-wide surveys were conducted, including an initial visual preference survey, and a subsequent objective standards survey.

Multiple workshops and pop up events were also conducted to educate and consult with the community. Good City also produced virtual walking tour video. The objective design and development standards process served as an important mechanism to advance community discussion on a wide variety of zoning reforms in pursuit of vibrant, mixed-use communities.

PROJECT DETAILS

Key Staff: Nicholas Hamilton, Aaron Aknin

Client: City of Brisbane

Reference: John Swiecki, AICP, Community Development Director, jswiecki@brisbaneca.org (415) 508-2120

Initiated: 2020

Status: Complete

Budget: $100,000 (approx.) Supported by SB-2 Planning Grant

Duration: 2 years

Project Website: https://www.brisbaneca.org/cd/page/objective-design-and-development-standards-project

Docusign Envelope ID: AA2D38E6-A10D-4194-AA86-5CA567C7B96E

PEER REVIEWS: URBAN DESIGN AND DESIGN STANDARDS

Good City provides peer review across a wide variety of urban design and design guidelines and standards, specific plans, urban design chapters of general plans, and other professional planning documents developed by local agency staff and external consultants. Our staff leverages extensive experience with the creation of design guidelines and their application in discretionary and objective design review before Architectural Review Boards, Planning Commissions, City Councils, and Zoning Administrator determinations. In-house staff peer reviews have evaluated City of San Carlos Objective Design Standards for Multifamily and Mixed-Use (currently in progress), City of San Mateo Multifamily Objective Development Standards, and Town of Scotts Valley's Design Guidelines for Scotts Valley Town Center.

Good City Company also frequently engages the assistance of subconsultants with extensive expertise in architecture, urban design, landscape, complete streets, etc. Selected subconsultants and partners we have collaborated with in peer review and similar projects include: Plan to Place, Urban Field Studio, and independent contractors Gene Sparling and Larry Cannon. Their expertise includes new construction (including high-rise), renovations, adaptive re-use, historic structures for public and private sector clients.

PROJECT DETAILS

Client: Town of Scotts Valley, City of San Mateo, City of San Carlos

Key Staff: Jacob Garcia, Nicholas Hamilton, Aaron Aknin, Lisa Costa Sanders

Reference:

Rucha Dande: Senior Planner, Planning Division, City of San Carlos

rdande@cityofsancarlos.org

(650) 802-4231

John Swiecki, AICP, Community Development Director, jswiecki@brisbaneca.org

(415) 508-2120

Docusign Envelope ID: AA2D38E6-A10D-4194-AA86-5CA567C7B96E

ONE SHORELINE PLANNING POLICY GUIDANCE

Good City prepared the first-ever Planning Policy Guidance document for OneShoreline. The Guidance Document is a standardized, yet evolving, resource for cities and the County to account for anticipated increases in flooding, sea level rise, and shallow groundwater rise due to climate change in two key areas:

1. Planning documents (general and specific plans, zoning ordinances), and
2. Approvals of new private development projects in areas near the Bay subject to these foreseeable climate impacts.

Good City developed template general plan, specific plan, and zoning amendment text aimed at protecting new developments from the water-related impacts of climate change. GCC also worked with comprehensive group of stakeholders and representatives from San Mateo County Jurisdictions to incorporate specialized local feedback into the document. The project also included creation of model project review procedures and communications between jurisdictions and OneShoreline; and establishing a project review checklist and Conditions of Approval to aid jurisdictions in processing new development proposals.

Good City also conducted GIS analysis to understand land uses most at risk to Sea Level Rise throughout San Mateo County, both holistically and jurisdiction by jurisdiction.

PROJECT DETAILS

Principal-in-Charge: Aaron Aknin

Reference: Len Materman, CEO, San Mateo County Flood Protection District (OneShoreline)

lmaterman@oneshoreline.org

(650) 844-8310

Status: Completed

Timeline: 2022-2023

Project Website: https://oneshoreline.org/planning-guidance/

Docusign Envelope ID: AA2D38E6-A10D-4194-AA86-5CA567C7B96E

San Carlos Objective Design Standards

Good City Company is leading the development of Objective Design Standards for multifamily and mixed-use development in partnership with Van Meter Williams Pollack (VMWP). The project also includes significant updates to the review procedures for project applications under the new ODS.

The project conducted extensive analysis of existing development standards, including using site-specific test fits to inform the development of new ODS.

Stakeholder engagement with architects and market-rate and affordable housing developers has been an important aspect to ensuring ODS are tailored to ensure high-quality design without unduly limiting the development potential of sites in key areas of the city.

PROJECT DETAILS

Key Staff: Nicholas Hamilton, Lisa Costa Sanders

Reference: Al Savay, Community Development Director, asavay@cityofsancarlos.org (650) 802-4100

Initiated: 2024

Status: In progress

Budget: $90,000 (approx.)

Project Website: www.cityofsancarlos.org/designstandards

Docusign Envelope ID: AA2D38E6-A10D-4194-AA86-5CA567C7B96E

PACIFICA HOUSING ELEMENT

Good City has served as the prime consultant, project manager and technical lead on the update of the City of Pacifica's Housing Element Update.

Key services included:

- Good City completed the sites inventory and analysis, including site identification, suitability assessment, and capacity determination.
- Good City developed detailed recommendations regarding rezoning and land use amendments to meet RHNA and modernize Pacifica's development regulations.
- Developed affordable housing strategies that promote affordable housing development and preserve existing stock, a fair housing plan, AFFH policies and analyzed fair housing issues.
- Coordination with HCD included maintaining communication and responding to multiple rounds of comments.
- Responsible for engagement with City Council and Planning Commission, including developing and leading presentations and answering questions at meetings.
- The Pacifica HE is in compliance with State Housing Law and Good City has recently transitioned to assist Pacifica with implementation of a comprehensive rezoning program as well as other HE implementation activities.

PROJECT DETAILS

Client: City of Pacifica

GCC Key Staff: Nicholas Hamilton, Sabina Mora, Sandy Council, Aaron Aknin

Reference: Samantha Updegrave, Community Development Director

(650) 738-7341

supdegrave@pacifica.gov

Status: Complete

Initiated: September 2022

Duration: 30 months

Project Website:

https://www.planpacifica.org/housing-element

Budget: $467,144

Docusign Envelope ID: AA2D38E6-A10D-4194-AA86-5CA567C7B96E

CITY OF SAN BRUNO FAIR HOUSING ASSESSMENT AND ACTION PLAN

Our firm provided technical assistance to the City of San Bruno as part of their Housing Element update. This project involved a comprehensive analysis of housing needs, fair housing issues, contributing factors, and development of strategies to affirmatively further fair housing (AFFH).

Key services included:

- Developing a detailed fair housing analysis that met the rigorous requirements of the California Housing and Community Development Department.
- Geographic analysis of the sites inventory and its relationship to addressing housing disparities.
- Development of a Fair Housing Action Plan to address fair housing issues.
- Authored the fair housing assessment, housing needs assessment, and housing plan of the housing element, in consultation with City staff.
- Good City staff led weekly meetings with City staff. Outcomes included a data-driven housing plan with actionable strategies. This work demonstrates our expertise in conducting complex fair housing analyses and developing housing policy.

PROJECT DETAILS

Key Staff: Sabina Mora, Economic Development Lead; Nick Hamilton, Public Policy Lead

Client: City of San Bruno

Reference: Darcy Smith, Assistant City Manager

(650) 616-7002

dsmith@sanbruno.ca.gov

Initiated: February 2022

Duration: 18 months

Status: Complete

Budget: $92,664

Docusign Envelope ID: AA2D38E6-A10D-4194-AA86-5CA567C7B96E

OUTREACH AND IMPLEMENTATION FOR SAN MATEO HOUSING ELEMENT

Our firm played a key role in the City of San Mateo's Housing Element update by leading community outreach efforts, with a focus on engaging hard-to-reach populations. We also provided advisory services during the Housing Element update process as well as support on Housing Element implementation.

Key services included:

- Developed and executed a targeted outreach strategy to effectively connect with diverse and historically underrepresented communities.
- Culturally sensitive outreach materials were created in multiple languages to maximize accessibility and comprehension.
- Met biweekly with the Housing Element team over 28 months to provide ongoing advisory services.
- Supported the City on Housing Element implementation items, including adopting multifamily and mixed-use ODS, and analysis of potential revisions to their inclusionary housing policies.
- This consistent engagement allowed us to provide expertise and support throughout the complex Housing Element process.

PROJECT DETAILS

Key Staff: Nicholas Hamilton, Public Policy Lead, Sabina Mora, Economic Development Lead

Client: City of San Mateo

Reference: Zach Dahl, Community Development Director

(650) 522-7207

zdahl@cityofsanmateo.org

Initiated: September 2021

Status: Complete

Duration: 28 months

Budget: $41,860

Docusign Envelope ID: AA2D38E6-A10D-4194-AA86-5CA567C7B96E

South San Francisco Housing Element

Our firm provided comprehensive planning services to the City of South San Francisco for their Housing Element update. This involved close collaboration with city staff over 18 months, with weekly meetings to ensure consistent progress and communication, to deliver a compliant and forward-thinking plan.

Key services included:

- Collaborated with staff on the development of the Housing Element, including authoring the introduction, housing needs, and fair housing chapters, and crafting effective policies and programs.
- Assisted with the development of a detailed sites inventory to meet Regional Housing Needs Allocation (RHNA) requirements, including analysis to ensure the inventory affirmatively furthers fair housing.
- Completed a detailed Fair Housing Assessment and Action Plan, meeting California Housing and Community Development Department standards.

PROJECT DETAILS

Key Staff: Sabina Mora, Economic Development Lead

Client: City of South San Francsico

Reference: Tony Rozzi, Assistant Community Development Director,

(650) 877-8535

tony.rozzi@ssf.net

Initiated: February 2022

Status: Complete

Duration: 18 months

Project Website: https://shapessf.com/the-housing-element/

Budget: $21,000

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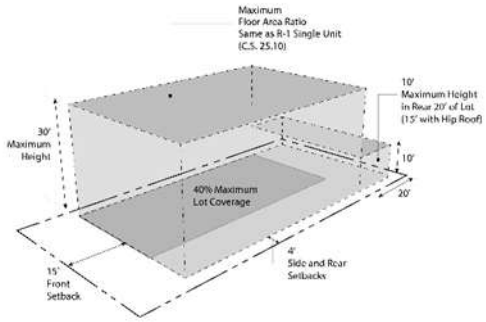

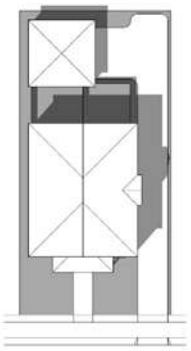

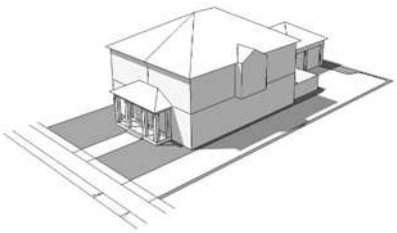

BURLINGAME SB 9 DEVELOPMENT STANDARDS

While serving as Community Development Director, Kevin Gardiner prepared development standards to comply with California Senate Bill (SB) 9. Known as the Two-Unit Residential Overlay (R-1-2), the regulations were among the first to be adopted by a jurisdiction in California.

The R-1-2 standards are patterned on the R-1 single unit dwelling standards, which have proven to be effective in shaping new development to fit within the context of existing neighborhoods. The R-1-2 standards allow the same lot coverage, floor area ratio and building height as a single-unit dwelling, but with the allowance that the development may include between two to four units. On a 5,000 square foot infill lot, the standards allow two 1,350 square foot units or four 675 square foot units. By basing the R-1-2 Two-Unit Residential objective standards on those for the R-1 Single-Unit Residential standards, new two- to four-unit developments will be compatible with neighboring homes.

PROJECT DETAILS

Client: City of Burlingame

Key Staff: Kevin Gardiner

Reference:

Ruben Hurin
Planning Manager

(650) 558-7256

rhurin@burlingame.org

Initiated: 2021

Status: Adopted

Budget: Prepared by staff as part of Zoning Ordinance Update

Duration: 4 months

Project Website: https://www.burlingame.org/958/Zoning

Docusign Envelope ID: AA2D38E6-A10D-4194-AA86-5CA567C7B96E

9. AGREEMENT REQUIREMENTS

9.1. Professional Services Agreement

Confirmed: Good City agrees to sign a PSA substantially similar to the form provided.

9.2. Proposed Modifications

None requested. No changes proposed.

9.3. MyCOI Registration

Confirmed: Good City agrees to register with MyCOI upon contract award.

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10. FORMS

10.1. Proposal Authorization Form

Uploaded as signed Attachment D.

10.2. Materials Upload & Attached

Full submission packet including Statement of Qualifications and additional resumes.

Docusign Envelope ID: AA2D38E6-A10D-4194-AA86-5CA567C7B96E

Exhibit D

PROPOSAL AUTHORIZATION

NAME OF RESPONDENT Lisa Costa Sanders, Principal and Co-owner, Good City Company

1. The above-named Respondent is a Respondent to the Request for Qualifications / Request for Proposals of the City of Benicia for professional services to prepare [On-call Planning Services] and possesses the legal authority to submit this Proposal.

2. The undersigned is authorized to conduct all negotiations for and legally bind the Respondent in all matters relating to this Proposal submittal.

3. The undersigned has reviewed, understands, is able to comply with and agrees to be bound by the General Conditions Governing the RFP described in Section 7 of the RFP.

4. The undersigned grants the City a right to conduct reference checks and reasonable investigation of all information provided by Respondent.

5. The undersigned certifies that this Proposal is irrevocable until 120 days after its submission date.

Signature: _____

Print Name: Lisa Costa Sanders

Title: Principal and Co-owner

Date: 4-4-2025

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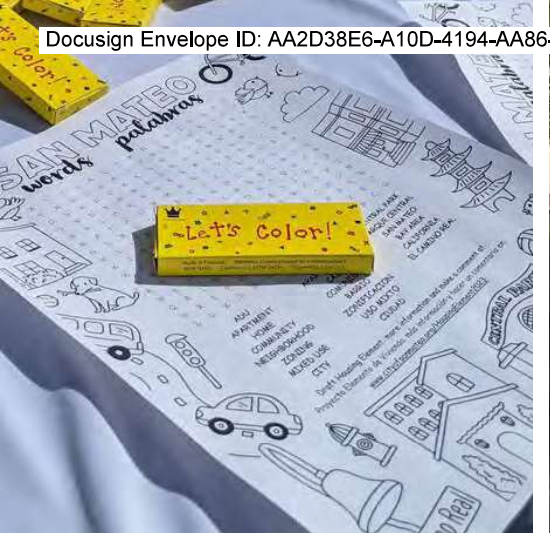
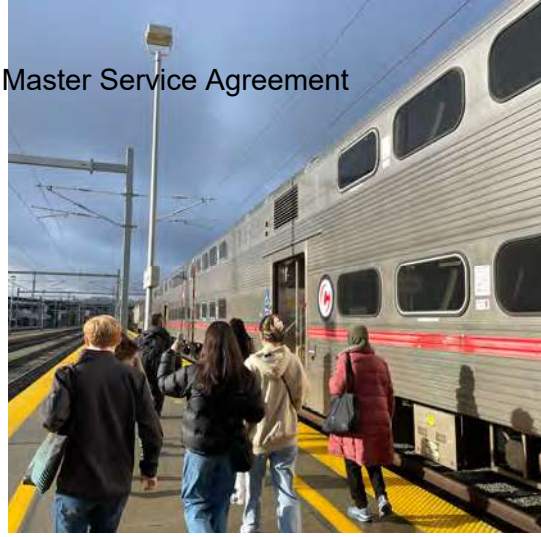
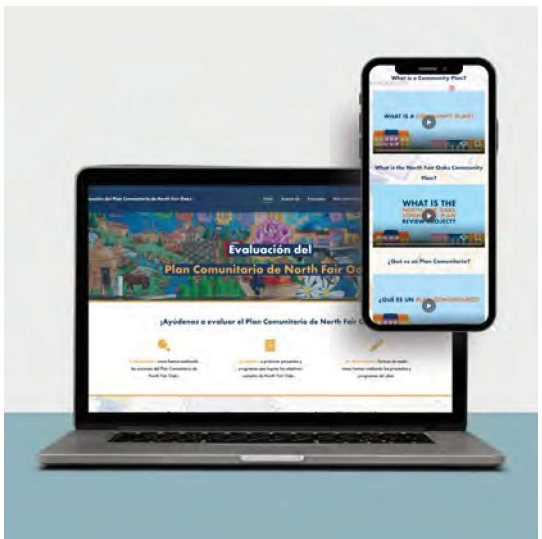


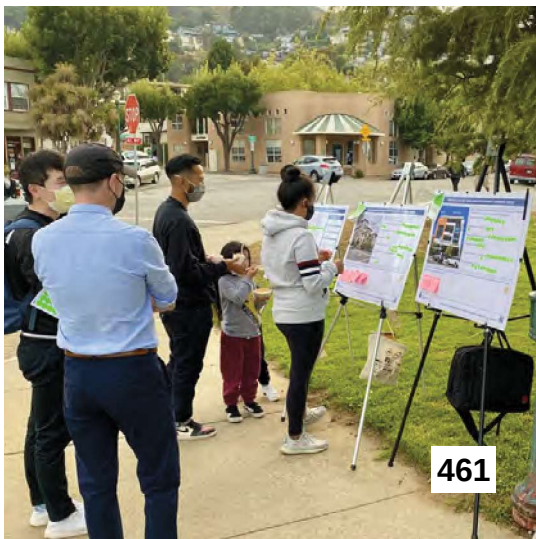


GOOD CITY COMPANY

601 Allerton Street, Suite 110
Redwood City, CA 94063
www.goodcityco.com

STATEMENT OF QUALIFICATIONS





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OUR BACKGROUND

Good City Company is a local government and land use consulting firm headquartered in Downtown Redwood City. Initially founded in 1972 as Neal Martin & Associates, the company was re- established in 2019 as Good City Company (Good City). The company is a California Corporation owned and operated by Lisa Costa Sanders and Aaron Aknin, AICP.

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WHAT WE DO

Good City has a long track record of serving public sector clients. Our Northern California based history uniquely positions the company to provide technical services tailored to the local area. Our key services include local government staffing, current planning, policy planning, economic development, and city manager's office services as detailed below:

Planning

- **Policy Planning and Implementation:** Creation and facilitation of policy planning documents such as General Plans, Specific Plans, Master Plans, Downtown/Transit Corridor Plans, Objective Design and Development Standards, and Zoning Codes. Program implementation, application, and tracking of policy planning documents.
- **Major Projects:** Complex project review and project management including major corporate campuses, office/life science projects, large mixed-use and multi-family developments, residential developments, large and small in-fill single-family subdivisions, and commercial shopping mall redevelopment. CEQA consultant management of Environmental Impact Reports, Mitigated Negative Declarations, and Negative Declarations.

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- **In-House Staffing:** Development application project management, including application completeness review, design review, interdepartmental coordination, CEQA coordination, and all components of approval hearings, including staff reports and presentations. Planning, City Manager's Office, Economic Development, Housing, Building Official and front counter staffing (short and long-term staffing available).
- **Community Engagement/Outreach:** Facilitate community meetings, workshops, charettes, and open houses.

Housing

- **Housing Element Updates:** Prepare Housing Element updates, including conducting comprehensive community consultation and analyzing fair housing issues, housing needs, and constraints. Developing housing plans, identifying and substantiating housing opportunity sites, formulating goals, policies, and programs, and creating fair housing plans.
- **Housing Element Program Implementation:** Translate policies to actions by supporting cities with analysis, zoning code amendments and other policy development to implement programs, including fair housing programs.
- **Affordable Housing Strategy:** Assist cities in developing strategies to produce more housing for all income levels, including affordable housing plans and strategies.
- **State Law Guidance and Implementation:** Review policy documents and local regulations for state law consistency and assess needed amendments.

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Economic Development

- **Economic Development Strategy Plans:** Preparation of downtown and neighborhood economic development plans, economic revitalization strategies, research and analysis of economic development and revenue- generating opportunities.
- **Economic Development Project Management and Implementation:**
  - Advise clients on economic development initiatives and program implementation;
  - Project management for economic development programs, including small business assistance and advocacy, small business training and outreach, and business recruitment, and expansion programs;
  - Identification of timeframes and staffing resources required for program implementation;
  - Identification of sources of capital and incentives for small businesses (grant opportunities, loans, tax credits, etc.).
  - Advise clients on best practices in equitable economic development strategies and approaches that address equity, sustainability, and environmental justice.
  - Program implementation for placemaking and developing community amenities (I.e. public art programs, community events, safety ambassador programs, community gardens, etc.).

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City Manager/Executive Office Services

- **Special Projects Lead:** Lead and manage projects for City/ County Manager's Offices, parks departments, transportation agencies, and other public sector entities.
- **Priority Setting:** Facilitate goal- and priority-setting processes and retreats.
- **Organizational Assessments:** Review and make recommendations related to optimizing development and project review processes consistent with State law and best practices.
- **RFP Facilitation:** Prepare Requests for Proposals and manage interview, consultant selection, and contracting process.
- **Fee Study Management Services:** Prepare solicitations for fee preparations, calculate certain fees, and draft staff reports and resolutions to assist the City in its cost-recovery efforts.
- **Social Media and Communication:** Prepare informational videos, graphics, and marketing materials and develop campaign strategies for public agencies.

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OUR EXPERIENCE

Good City has extensive experience in successfully guiding policy and development projects in Northern California. Working with jurisdictions, Good City has provided the professional direction to assure that projects are completed successfully in a streamlined fashion with careful attention to both local and State requirements.

Policy Planning & Implementation

General Plans and Specific Plans

- Harbor Industrial Area Specific Plan, Prime Consultant, Belmont
- East Side Innovation District Vision Plan, Project Manager, San Carlos
- Downtown Specific Plan, Northeast Area Specific Plan, East Side Innovation District Vision Plan, Project Manager, San Carlos
- Ravenswood/4Corners TOD Specific Plan, Project Manager, East Palo Alto
- General Plan Update, Project Management Support, Pacifica
- Research and Development General Plan amendments and Zoning Ordinance Amendments, Prime Consultant, Belmont
- Town Center Specific Plan Update, Project Manager, Scotts Valley

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Zoning Code Amendments

- Life Sciences Performance Standards Zoning Code Amendments, Prime Consultant, Belmont
- Comprehensive Zoning Ordnance Amendments (including Parking amendments, New Mixed Use Chapter, ADU Update, Parking Ordinance Update, Inclusionary Housing Update, and Density Bonus Update), Prime Consultant, San Bruno
- Objective Design and Development Standards, Prime Consultant, Brisbane
- Objective Design and Development Standards, Co-Project Management, San Carlos
- Biosafety level policy analysis, Prime Consultant, San Carlos
- Short-term Rental Ordinance, Prime Consultant, Burlingame
- Airport Land Use Compatibility Plan (ALUCP) Zoning Amendments, Prime Consultant, San Carlos
- Fairmont Shopping Center Master Use Plan Zoning Amendment, Planning Consultant, Pacifica

Other Policy Documents

- Planning Policy Guidance (Building Resilience to Water-related Impacts of Climate Change), Prime Consultant, OneShoreline/San Mateo County Flood Control District
- Land Use Strategy and Rail Planning for Diridon Station, Caltrain
- North Fair Oaks Community Plan Update, Prime Consultant, San Mateo County
- Coastal Wildlife Protection Program, Project Manager, Pacific Grove
- Density Bonus and Community Benefits Assessment, Project Manager, San Mateo

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Major Development Project Management

Planned Development, Mixed-Use, and Multi-Family Projects

- Woodland Park Euclid Improvements Multi-Family Project, East Palo Alto
- 720 Montague - Residential/Commercial Mixed Use Development, Milpitas
- 1210 California Circle - 144 Townhouse Unit Development, Milpitas
- Stanford Wedge Housing Project, Portola Valley
- Willow Commons Supportive Affordable Housing Project, Portola Valley
- 1646 Centre Point Drive – 694 Residential units with Retail Space, Milpitas
- Tanforan Shopping Mall Planned Development, San Bruno
- Crestmoor High School Redevelopment, San Bruno
- Engvall Middle School Redevelopment, San Bruno
- 170 San Bruno Ave Multi-family Project, San Bruno
- Wheeler Plaza, Residential/Retail/Public Parking Garage, San Carlos
- 560 El Camino Real, Residential/Retail development, San Carlos
- 1667 San Carlos Avenue - Residential/Retail development, San Carlos
- 808 Alameda de las Pulgas, 87-unit Townhouse Development, San Carlos
- 1 & 2 Circle Star Way, Planned Development, San Carlos
- 817 Walnut Street, 24 Affordable Apartment Unit Development, San Carlos
- Monarch Bay Shoreline Development Project, San Leandro
- Concar Passages, Mixed Use Residential/Retail development, San Mateo
- Bay Meadows, Mixed use: Residential/Retail/Office development, San Mateo

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- 150 El Camino Real - SummerHiil Homes Townhouse Development, Redwood City
- 1548 Maple Street - 131 Townhouse Units Development, Redwood City

Life Science/Office Projects

- 1301 Shoreway Office Project, Belmont
- 401 & 501 Island Parkway Life Science/Office Project, Belmont
- 601 Harbor Blvd Life Science/Office Project, Belmont
- Island Parkway Life Sciences Campus, Belmont
- Sierra Point Towers Life Science Project, Brisbane
- Sierra Point Hotel/Life Science Project, Brisbane
- 1300 Old Bayshore Highway Life Science/Office Campus, Burlingame
- University Circle Phase II Office Infill Project, East Palo Alto
- YouTube Campus Expansion, San Bruno
- 888 Bransten, Life Science/Office Project, San Carlos
- 777 Industrial, Life Science/Office Project, San Carlos
- 642 Quarry - Life Science/Office Project, San Carlos
- 405 Industrial - Life Science/Office Project, San Carlos
- 841 Old County Road - Life Science/Office Project, San Carlos
- 610 Walnut Street - Windy Hill Office Project, Redwood City

Hotel and Commercial Projects

- 800 East San Carlos, Landmark Hotel, San Carlos
- 268 Industrial - Honda Dealership, San Carlos
- 1690 Broadway - Hotel development, Redwood City

Recreation and Education Projects

- Stanford Campus Conceptual Development Plan and Development Agreement, Belmont
- Woodside Priory School CUP Amendment for New Campus Gym, Campus Renovations, Site Improvements and Circulation Changes, Portola Valley
- San Bruno Recreation and Aquatic Center Project, San Bruno

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» Stratford San Bruno City Park Campus, San Bruno
» 860 Charter Street - Rocketship Charter Elementary School, Redwood City

Industrial Projects

» Guadalupe Quarry Closure, Annexation, and Warehouse Redevelopment Project, Brisbane

In-House Planning Staffing

» **Application Processing** for Residential Annexations, Architectural Review of New Single-Family Homes and Additions, Subdivisions, Lot Line Adjustments, Map Modifications, Architectural Design Review, Site Development Permits, Conditional Use Permits, Zoning Clearances, Coastal Development Permits, Tree Removal Applications, Exceptions, Appeals, Sign Permit Applications, and Annual WELO Reporting
» **Virtual and In-Person Counter Staffing Assistance**
» **Planning Staffing for:**
  - » Newark
  - » Pacifica
  - » Pacific Grove
  - » Portola Valley
  - » Redwood City
  - » San Carlos
  - » San Bruno
  - » San Mateo
» **Building Official Staffing:** Portola Valley

Housing

» Housing Element Update, Prime Consultant, City of Pacifica
» Housing Element Update, Contributor/Project Manager, Cities of South San Francisco, San Bruno, San Carlos, San Mateo County
» 2010, 2014, and 2022 (ongoing) Housing Element Updates, policy advisory and project management services, San Carlos
» Housing Element Update Outreach and Engagement Strategy and implementation including hard to reach communities, San Mateo (City)
» Housing Element program implementation, including project

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management for amendments to community benefits guidelines, density bonus, inclusionary family housing, and parking standards, San Mateo (City)

- Housing Element Annual Progress Report, Portola Valley
- Prohousing Designation, Project Manager, San Leandro

Economic Development

- **In-House Staffing, Remote Staffing, and Mentorship** for:
  - Campbell
  - Palo Alto
  - San Leandro
  - San Mateo County
  - South San Francisco
- Small Business Technical Assistance Program, Prime Consultant, San Mateo County, San Bruno, South San Franciso, San Mateo
- **Small Business Grant Program:** SSF Façade and Tenant Improvement Program, South San Francisco

City Manager/Executive Office Services

- Planning-related Operations and Systems Evaluation and Improvements, Pacific Grove
- Development Impact Fee Study, Project Manager, San Leandro
- Development Impact Fee Study RFP, Project Manager, Burlingame
- Cost Recovery Ordinance, Project Manager, Burlingame
- Public Facility Modernization and Housing Development Opportunities Study, Project Manager, San Bruno
- Airport land use review tool development and training, San Carlos
- Strategic Planning Facilitation Services, Seaside
- Social Media and Communication Consultant Assistance, SAMCEDA

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OUR TEAM

AARON AKNIN, AICP

Principal, Owner Good City Company

PROFESSIONAL EXPERIENCE

Aaron is a Partner at Good City, where he helps lead the day-to-day operations and client relations for the company. Since joining Good City, he has served as Principal for projects and policy documents in numerous local government agencies. Aaron has more than two decades of Bay Area municipal experience, including serving in an executive capacity in several cities. Aaron has frequently spoken at regional events, as well as served on panels at national conferences on topics related to development, downtown planning, transportation, parking, affordable housing, and related issues.

Aaron most recent municipal position was with the City of Redwood City, where he served as the Assistant City Manager and Community Development Director. In this capacity, he oversaw a 70+ member department, which included the Planning, Housing, Engineering, Transportation, Front Counter Services, and Code Enforcement divisions. As the Assistant City Manager, he led key Citywide initiatives, Economic Development and also served as Interim City Manager. Aaron was in Redwood City during a time of unprecedented growth and community involvement (2014-2019). During his half-decade with the City, the City reviewed and processed over 4,000 new housing units, as well as several million square feet of office space. In addition, Aaron oversaw the implementation and amendments to the Redwood City Downtown Precise Plan. Aaron helped shape a first of its kind community benefits program ("Partnership Redwood City"), adoption of several key affordable housing initiatives including an inclusionary housing ordinance, an Airbnb affordable housing tax and renter protections, and the adoption the Citywide Transportation Plan.

Prior to coming to Redwood City, Aaron was with the City of Palo Alto in 2012-2014. He served as both the Assistant and Interim Director of Planning and Community Environment Department. In this capacity, he led the Planning and Transportation Divisions within the City. Key projects included the formation of the first Downtown Residential Permit Program (RPP), leading the downtown development cap process, providing direction related to the Comprehensive Plan (General Plan), being the Planning Commission liaison, and overseeing several Stanford related developments. During his time in Palo Alto, Aaron focused much of his efforts on transparency by increasing the amount of available (and understandable) public information and building a connection within the community.

Aaron "grew up" as a local government professional in the City of San Bruno. He began his career in San Bruno in 2002 as an Assistant Planner, and left in

EDUCATION

B.A., Urban Studies, San Francisco State University

M.A., Public Policy, Cal State Northridge

MEMBERSHIPS

American Institute of Certified Planners

American Planning Association

International City/ County Manager Association

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2012, after spending the last 5 years as the Community Development Director. As Community Development Director, he was in charge of the Planning, Building, and the Code Enforcement divisions, and staffed the Planning Commission.

During his time in San Bruno, the Shops at Tanforan mall was renovated for the first time in generations, and over 1,500 residential units were constructed citywide. This included over 1,000 units at "The Crossing" (former Navy Base) which included 315 affordable units. During Aaron's tenure as Director, the first General Plan in 25 years was adopted, and the draft Transit Corridor Plan was released. Most importantly, Aaron served as the Plan Section Chief during the PG&E Pipeline Explosion and worked closely with property owners during the immediate aftermath and in the months and years following the disaster.

PROJECT EXPERIENCE HIGHLIGHTS

- Caltrain at Diridon, Project Manager/City Laison, Caltrain
- Harbor Industrial Area Specific Plan, Principal-in-Charge, Belmont
- Scotts Valley Town Center Specific Plan, Principal-in-Charge, Scotts Valley
- North Fair Oaks Community Plan, Principal-in-Charge, County of San Mateo
- Redwood City Precise Plan Implementation, Lead, Redwood City*

*Work completed at a previous place of employment

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OUR TEAM

DAVID BAFUMI

Assistant Planner, AICP Candidate

EDUCATION

B.A, International Studies, Arcadia University

B.S., Urban Planning, Arizona State University

PROFESSIONAL EXPERIENCE

David Bafumi joined Good City in June 2024. As an Assistant Planner, he primarily works on current planning projects in the City of San Carlos.

David has previous experience in current planning as an intern for the City of Orinda. In addition to this experience, David was an intern for Fehr & Peers, as his team conducted a transportation study to support the design of a new shuttle program at Big Basin Redwoods State Park. He was also a Residential Planting Coordinator for Our City Forest in San Jose and worked for over 5 years as a teacher and soccer coach in Connecticut.

In May 2024, David passed the AICP exam, earning him the AICP Candidate designation. David is a few credits away from earning a Master of Urban Planning (MUP) from San Jose State University (SJSU). At SJSU, he has focused on Community Design and Development and Applications of Technology in Planning. David previously earned a Bachelor of Science in Urban Planning from Arizona State University and a Bachelor of Arts in International Studies from Arcadia University.

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OUR TEAM

JAMIE BOURNE

Associate Planner

EDUCATION

B.A, Environmental Analysis and Design, Urban and Regional Planning Minor, University of California, Irvine

MEMBERSHIPS

American Planning Association

PROFESSIONAL EXPERIENCE

Jamie is an urban planning professional with over ten years combined experience in Current Planning, Watershed Management, Construction site Best Management Practice compliance, and Affordable Housing programming. She has been with Good City Company since 2022 and provided contract planning services to the City of San Carlos, Belmont, Portola Valley, and San Leandro.

Currently, Jamie manages development projects throughout the entitlement process in Portola Valley. As such her duties include counter service, design review and Zoning conformance review, and preparing and presenting staff reports before various design review boards. Jamie serves as a deputy project manager in the City of San Leandro for a Cost Allocation Plan, User Fee Study, and Development Impact Fee Study. She is also involved with policy research and community outreach for the Harbor Industrial Area Specific Plan in the City of Belmont.

During college, Jamie interned for the California Coastal Commission Enforcement Division, City of Westminster, and Comprehensive Housing Services specializing in affordable housing services throughout Southern California.

After college, Jamie provided counter service for the Building and Planning department in the City of Newport Beach. Shortly after, she began in the Watershed Management division at Fuscoe Engineering in Irvine, CA. At Fuscoe, she prepared Storm Water Pollution Prevention Plans, Water Quality Management Plans, and complex environmental reports. Jamie also served as the lead consultant and assisted with the development of the City of Yorba Linda's stormwater management program.

Jamie also previously owned Bourne 2 Organize, a professional residential organizing company that specialized in move management, downsizing, and general residential organizing services.

PROJECT EXPERIENCE HIGHLIGHTS

- Current planning services throughout various jurisdictions within CA
- Project Management for Cost Allocation Plan, User Fee Study, and Development Impact Fee Study, San Leandro, CA
- Belmont Harbor Area Industrial Area Specific Plan, Belmont, CA
- Stormwater Management Program Development & Implementation, City of Yorba Linda

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SANDY COUNCIL

Housing Services Consultant

EDUCATION

B.S. Housing, Oregon State University

PROFESSIONAL EXPERIENCE

Sandy Council has 35+ years of experience in program design, implementation, and administration of a wide range of housing and community development programs. This work has involved extensive collaboration with city councils and commissions, all municipal departments, legal counsel, consultants, developers and builders, and community based and neighborhood organizations. She has served on numerous committees and task forces and is a current board member of The Leslie Senior Communities, a provider of affordable senior housing in San Mateo County.

She has worked closely with both nonprofit and market rate housing developers supporting the acquisition, rehab and construction of new affordable housing units, including drafting RFPs, selecting developer teams, negotiating of agreements, pricing of affordable units, and ongoing monitoring of rental and ownership units, especially in conjunction with local inclusionary and state density bonus legal requirements.

She is proficient in working with a number of municipal finance tools: administering federal Community Development Block Grant and Home programs, former redevelopment housing funds, local trust funds, and partnering with developers to obtain other local funds, Low Income Housing Tax Credits, and multiple State of California financing programs.

She also has considerable experience with housing policy development, assisting with the preparation of several Housing Elements, and assisting with implementation of housing related legislation.

Recent work has included assisting cities of Burlingame, Belmont, San Leandro, and Menlo Park with housing related program support.

PROJECT EXPERIENCE HIGHLIGHTS

- City of San Mateo Affordable Housing Programs Manager, San Mateo, CA
- Pacifica Housing Element, Housing Section Team Advisor, Pacifica, CA
- Kiku Crossing Affordable Housing, development by Mid Pen Housing, Co- Project Manager for City, San Mateo, CA
- Montara Affordable Housing, development by Bridge Housing, Project Manager for City, San Mateo, CA

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OUR TEAM

PAUL CHYTLA-HINZE

Assistant Planner

PROFESSIONAL EXPERIENCE

Paul Chytla-Hinze is an Assistant Planner helping with current planning projects. Paul earned his Bachelor of Science degree in City and Regional Planning from California Polytechnic University where he focused on issues related to housing affordability and healthy communities.

Until joining Good City Company, Paul worked for the City of San Bruno focused on current planning where he took projects before the Architectural Review Committee (ARC) and Planning Commission, reviewed business license applications, conducted plan review for building permits, reviewed sign permits, and supported the development of objective design standards for San Bruno's transit corridors.

Paul's academic experience includes conducting research on regional innovation in Redwood City and the Peninsula to address the shortage of moderate-income housing; and using interactive community engagement techniques to develop a new health element of the general plan for Santa Fe Springs, California.

PROJECT EXPERIENCE HIGHLIGHTS

- Senior project on regional housing innovation and addressing moderate-income housing affordability
- Community engagement for Santa Fe Springs Health Element
- Research and drafting of objective design standards for San Bruno's transit corridors*

*Work completed at a previous place of employment

EDUCATION

B.S., City and Regional Planning, California Polytechnic University

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OUR TEAM

STEPHANIE DAVIS, AICP

Principal Planner / Planning Manager

EDUCATION

B.S., Geography/Land Use, Oregon State University

MEMBERSHIPS

American Institute of Certified Planners

American Planning Association

PROFESSIONAL EXPERIENCE

Stephanie Davis has 25+ years of extensive project management experience. Her planning portfolio includes project management of high-level, multi-faceted commercial, multi-family, industrial, mixed-use and single-family residential development applications, wireless telecommunications, residential annexations, due diligence site analysis, Municipal Code Ordinances – both updates and new ordinances, Housing Element and General Plan updates, and other long-range planning studies.

Stephanie also has extensive experience with the California Environmental Quality Act (CEQA) from exemptions to Negative and Mitigated Declarations to Environmental Impact Reports. Her experience includes preparation, compliance, implementation, coordination, and management of outside environmental consultants and their technical sub-consultants.

She served as lead staff planner in the comprehensive preparation of General Plan, Climate Action Plan and Zoning Ordinance updates for several cities which involved extensive community outreach, active research, and plan preparation efforts in the development of policy direction, as well as coordination and management of third-party consultants.

Stephanie's breadth of experience carries over into the field of housing with direct work including the administration and implementation of housing programs, affordable housing and first-time homebuyer loan programs, Housing Element preparation, and a comprehensive update of an inclusionary housing Ordinance.

She is experienced in preparing comprehensive reports, planning studies, and presentation of materials to decision-making boards, commissions, and community members.

Stephanie has served as a Principal Planner for the Towns of Atherton, Portola Valley, and City of San Carlos. She has provided specific project management for the City of Belmont, City of Millbrae, City of Menlo, County of San Mateo, City of Sunnyvale and Town of Woodside. As a Principal Planner, she has actively provided supervisory guidance and technical assistance to staff, served as the staff liaison to Planning Commissions, City Councils, and other appointed community committees and commissions, prepared process manuals and protocols for both internal staff and the public, and directly assisted in the preparation of annual Department work programs and fee study analysis.

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For private clients, she has prepared due diligence site analyses and technical assistance in both the preparation of materials, and navigation of, development process through other jurisdictions. She is skilled in Geographical Information Systems (GIS), electronic mapping, and quantitative analysis.

PROJECT EXPERIENCE HIGHLIGHTS

- Proposed Stanford Campus Conceptual Development Plan and Development Agreement, City of Belmont
- Transit Village, City of San Carlos
- Historical Preservation Ordinance, Town of Atherton
- Comprehensive General Plan and Zoning Ordinance Updates, City of San Carlos
- Below Market Rate Housing Ordinance, City of San Carlos
  Climate Action Plan, Town of Atherton
- Proposed Portola Terrace Housing Development, Town of Portola Valley

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OUR TEAM

BRANDON H. DELUCAS

Senior Planner

EDUCATION

Masters of Public Administration, San Francisco State University

Bachelors in Geographic Science and Community Planning, Northern Arizona University

PROFESSIONAL EXPERIENCE

Brandon H DeLucas is a Senior Planner for Good City Company, bringing over six years of dedicated experience in land use planning, Geographic Information Systems (GIS), and program implementation. He has worked professionally in several San Francisco Bay Area and Arizona cities.

Brandon is skilled at managing diverse stakeholders, building partnerships, and developing solutions for complex problems. His current planning experience includes overseeing various development projects, from new single-family homes to large commercial/industrial developments. Brandon has played a supportive role in reviewing large multi-family developments and has led Comprehensive zoning text amendments. These amendments aimed to reformat chapters for ease of use, update standards, and streamline planning review processes.

With a master's degree in public administration and a background in data collection, analysis, and research, Brandon has spearheaded process and system improvements, developed small business assistance programs, and trained new staff.

In his recent role with the City of Union City, Brandon has successfully reformatted and updated the City's Industrial Districts Chapter to establish new performance and design standards. He managed a city-wide GIS system migration and implementation and was crucial in creating objective design standards for single-family projects, including accessory dwelling units (ADUs) and SB9.

PROJECT EXPERIENCE HIGHLIGHTS

- Industrial Districts Chapter Update, Union City, CA
- City-wide GIS System migration and implementation, Union City, CA
- Zoning and General Plan Map Amendments, Union City, CA
- Single-family, ADU and SB (9) Design and Development Standards, Union City, CA
- La Terra Fina Expansion, Union City, CA
- COVID-19 Temporary Outdoor Operations Program, Union City CA
- Mobile Store Ordinance, Colma CA

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MATT FLYNN

Project Manager

PROFESSIONAL EXPERIENCE

Matt Flynn joined Good City in January 2025. As a Senior Planner, he primarily works on advance planning projects.

Matt has previous experience as a project manager for a range of advance planning projects. These include downtown plans for Burlingame, California and Scottsdale, Arizona; design guidelines for a historic district in Tempe, Arizona; and a comprehensive plan for Logansport, Indiana. In addition to this experience, Matt has worked for numerous years as a Project Manager on Real Estate Projects.

For his undergraduate studies Matt Studied Interior Design at Ball State University in Indiana. He also holds a Land Use and Environmental Planner Certificate from UC Davis, an Urban Design Certificate from "The City" Program at Simon Frazer University in Vancouver, BC and a Business Certificate from City College in San Francisco.

EDUCATION

Land Use and Environmental Planner Certificate, University of California at Davis, Davis CA

Urban Design Certificate, "The City" Program at Simon Frazer University, Vancouver, BC

Interior Design, Ball State University, Muncie, IN

MEMBERSHIPS

American Planning Association

GOOD CITY COMPANY

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OUR TEAM

JACOB GARCIA

Senior Planner

EDUCATION

B.S., Environmental Science, Technology and Policy, California State University, Monterey Bay

Masters in Urban Planning with a certificate in Real Estate Development, San Jose State University

MEMBERSHIPS

American Planning Association (APA)

PROFESSIONAL EXPERIENCE

Jacob Garcia is a Senior Planner with a background in land use planning, natural resource planning, and Geographic Information Systems (GIS). He has been with Good City Company since 2019 and provides contract planning services to the City of San Carlos, City of Pacifica, City of Belmont and the Town of Portola Valley.

Jacob currently manages development projects throughout the entitlement process. As such his duties include current planning assistance, design review and Zoning conformance review, and preparing and presenting staff reports before various design review boards, planning commissions and city councils. He assists jurisdictions with zoning amendments and policy research and implementation. He takes pride in providing excellent customer service and serving as a liaison to community groups and residents on behalf of cities and their various committees.

Jacob also has experience supporting the management of sustainability programs, staffing cities' environmental committees, and facilitating wet weather construction site inspections and annual stormwater reporting. Before joining Good City, Jacob worked for multiple public and private land management agencies providing natural resource and conservation planning services such as public outreach, data collection, data analysis, and research.

PROJECT EXPERIENCE HIGHLIGHTS

- Stanford University, Belmont Campus, Conceptual Development Plan (CDP), Belmont, CA
- Willow Commons, Supportive Housing and Density Bonus Project, Portola Valley, CA
- Fairmont Shopping Center, Master Use List, Zoning Amendment, Pacifica, CA
- Monitoring Urban Wildlife Corridors in San Diego County, Center for Natural Lands Management (CNLM), CA*
- Ten Mile Canyon ACEC Draft Watershed Management and Monitoring Plan, Bureau of Land Management (BLM) Moab Field Office, UT*

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OUR TEAM

VERA GIL

Housing Specialist

PROFESSIONAL EXPERIENCE

Vera Gil is a highly experienced professional with over 35 years of expertise in municipal government, specializing in affordable housing. In her most recent role, Vera served as a Project Manager for Affordable Housing at the City of Mountain View where she successfully managed 500-units of affordable housing from conception to construction. She was responsible for the administration of the City's Notice of Funding Availability (NOFA) for affordable housing funds and played an integral part in the loan closing process for affordable housing developments.

Throughout her career, Vera has demonstrated her ability to communicate complex concepts effectively. She has prepared staff reports and delivered presentations to various committees and governing bodies, including the NOFA Review Committee, Planning Commission and City Council. Her skills in presenting technical information in a clear and concise manner have proven valuable in advocating for affordable housing initiatives.

Vera's dedication to affordable housing extends beyond project management. She actively participated in developing the Housing Element of the General Plan. Vera Gil's extensive experience, collaborative nature, and passion for affordable housing make her a highly qualified professional dedicated to advancing affordable housing initiatives in municipal government. Her expertise in project management, funding administration, and compliance, coupled with her ability to communicate complex ideas effectively, position her as a valuable asset in achieving housing goals.

PROJECT EXPERIENCE HIGHLIGHTS

- HCD Pro-housing Designation Application Project Management, Campbell, CA
- Housing Program Underwriting Guidelines, Mountain View, CA*
- Long-term Lease Affordable Housing Negotiation with Santa Clara Valley Transportation Authority (VTA), Mountain View, CA*
- Affordable Housing Tax Credit Loan Closings, Mountain View, CA*

*Work completed at a previous place of employment

EDUCATION

B.S., Political Science, Santa Clara University

GOODCITY COMPANY

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OUR TEAM

NICK HAMILTON

Public Policy Lead

EDUCATION

B.A., Architecture, UC Berkeley

M.I.A., Economic and Political Development, Urban and Social Policy, Columbia University

MEMBERSHIPS

Consortium for Sustainable Urbanization, Board Member

PROFESSIONAL EXPERIENCE

Nick Hamilton is an urban development and policy professional bringing 15+ years of experience in leading plan development and launching programs to advance equity, sustainability, and shared prosperity in communities across the U.S. and internationally.

Recent long-range planning experience includes General Plan and Housing Element updates and municipal code updates to further Objective Design and Development Standards. Recent current planning experience includes coordinating local jurisdiction review of the redevelopment of former school sites into housing, high density Transit Oriented Development (TOD) projects, and associated CEQA (California Environmental Quality Act) environmental reviews. He has also lent his expertise in community engagement and outreach to several initiatives for the cities of Brisbane, San Mateo, and San Bruno.

Nick brings a long track record establishing collaborative community revitalization initiatives in communities across the U.S. through his previous work for the Lincoln Institute of Land Policy, and as Director of Urban Policy at Columbia University's The American Assembly. His architectural, urban design, and planning expertise was cultivated during his time at Davis Brody Bond, a nationally recognized architectural firm headquartered in New York. Projects there included multiple overseas diplomatic facilities for the US Department of State, Columbia University Northwest Corner Building, and the Lenox Terrace Apartments superblock infill project. Nick has also taught graduate-level housing policy as an adjunct.

PROJECT EXPERIENCE HIGHLIGHTS

- Housing Element Update, Pacifica, CA
- Housing Element Update, San Mateo, CA
- General Plan Update, San Mateo, CA
- Airport Land Use Compatibility Plan Zoning Updates, San Carlos, CA
- Objective Design & Development Standards, Brisbane, CA
- Public Facility Modernization and Housing Development Opportunities Study, San Bruno, CA
- 300 Piedmont and 2101 Sneath Lane Housing Development Entitlement Review and CEQA Project Management, San Bruno, CA
- Harbor Industrial Area Specific Plan, Belmont, CA

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OUR TEAM

MICAELA HELLMAN-TINCHER

Housing Specialist

EDUCATION

M.A., International Policy Studies, Stanford University

B.A., Economics and International Affairs, George Washington University

PROFESSIONAL EXPERIENCE

Micaela has extensive experience in local government, largely focused on housing and social services. Micaela has a unique understanding of both the programmatic and political issues facing local governments, having worked as both a city staffer and as the staffer for an elected County Supervisor.

As Housing and Neighborhood Services Manager at the City of Mountain View, Micaela oversaw the City's affordable housing work, including a robust pipeline of locally funded affordable housing developments and a below-market-rate inclusionary housing program. She also oversaw the City's CDBG and HOME grants programs, as well as its state grants programs. While at the City, she worked on innovative efforts relating to displacement prevention, convening legal, economic, and zoning experts, as well as community stakeholders, to provide input. Micaela also worked extensively with the City's Planning Division to update the City's Housing Element and review development proposals, including large master plans.

As Policy Director for Santa Clara County Supervisor Joe Simitian, Micaela oversaw the implementation of the Supervisor's policy goals. This role allowed her to gain experience and insight on a range of issues facing local governments, from senior services to criminal justice reform to hospital oversight. Her portfolio included housing, homelessness, social services, behavioral health, COVID response, immigration, and non-profit partnerships. Her housing work included a number of innovative endeavors, including the affordable housing preservation effort at the Buena Vista Mobile Home Park in Palo Alto, and a teacher housing project. She also worked closely with County staff on responding to homelessness via sheltering programs, safe parking programs, and rental assistance programs.

Prior to her time at the County, Micaela had a fellowship at Tipping Point, working on innovative approaches to affordable childcare. She also previously worked in advocacy in Washington, DC, focusing on economic justice issues and human rights, including federal housing programs.

Micaela has a master's degree in International Policy Studies from Stanford University and an undergraduate degree in Economics and International Affairs from George Washington University.

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OUR TEAM

ROBERT MCDONALD

Project Manager

PROFESSIONAL EXPERIENCE

Bob McDonald has had many roles working as a planner and project manager in the public sector. Starting as a planning technician with the County of San Mateo, Bob went on to become an assistant planner with the County of Solano, an associate planner with the City of San Mateo and later as a Senior/Long Range Planner with the City and County of San Francisco's Recreation and Parks Department. His local government experience includes:

- Project, environmental, landscape and architectural review of current planning projects
- Administrator for a parking and improvement district
- Long range planner and administrator for an open space program and advisory board
- Project and land acquisitions manager for complex public/private land developments

With the City and County of San Francisco's Recreation and Parks Department, Bob managed, coordinated and unified the development and entitlements for the DeYoung Museum, Music Concourse, Academy of Sciences and underground parking projects. He also worked on the environmental, landscape and architectural review for complex public works projects such as the Union Square and the Harding/Fleming Golf Course renovation at Lake Merced. He also played a primary role as the long-range planner and administrator for the Open Space Program and Advisory Board.

Mr. McDonald's strengths are working on complex development plans, assessing, and identifying architectural and environmental impacts, developing/administering mitigation and monitoring the first Downtown Residential Permit Program (RPP), leading the downtown development cap process, providing direction related to the Comprehensive Plan (General Plan). Mr. McDonald has served as a Design Review and Historic Preservation Commissioner and Planning Commissioner for the City of Sonoma.

PROJECT EXPERIENCE HIGHLIGHTS

- City of San Mateo Planner: prepared amendments to the Zoning Code related to Recycling, Parking and Sign Code. Updates*
- City of Sonoma Planning Commissioner: reviewed, commented and made recommendations to the City Council for Zoning Code Amendments related to Vacation Rental, Lodging, ADUs, Subdivision, Affordable Housing, Design Reviews and Parking Code updates*

*Work completed at a previous place of employment

EDUCATION

Landscape Architecture Certificate Program, University of California, Berkeley

B.S., City and Regional Planning, California Polytechnic State University, San Luis Obispo

M.P.A, Public Administration, Public Policy Analysis, San Francisco State University

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OUR TEAM

ARIANNA O'CONNELL

Associate Planner

EDUCATION

B.A., Communication, Allegheny College,

Minor in Social Psychology, Cum Laude Graduate

MEMBERSHIPS & CERTIFICATIONS

Building Industry Association of the Bay Area (BIA)

APA Member

Urban Land Institute-Foundations of Real Estate Certification (FoRE)

PROFESSIONAL EXPERIENCE

Arianna O'Connell serves as an Associate Planner for Good City Company. Arianna has spent the last 6+ years working for both large development companies and small non-profit businesses, both focused on providing needed housing to communities in both California and Pennsylvania. Arianna is an urban development and housing policy professional with experience in real estate entitlements, policy and legislative research, community engagement, Affordable Housing programming, and plan compliance.

Arianna previously worked for Lendlease LLC in a partnership with Google where she pushed forward the entitlements process for three large master-planned community projects in the Bay Area. Within this role, she led research on external policy and legislative issues, staying abreast of key regional policy shifts and local political issues to ensure that the development projects incorporated the desires and concerns of the local community and public officials. Additionally, Arianna managed the entitlements schedule for the Moffett Park Project, organizing a team of over 40 members of in-house staff, consultants, to prepare and submit CEQA documents and provide key comments on the Moffett Park Specific Plan and Moffett Park Draft EIR.

After graduating from Allegheny College in Pennsylvania, Arianna worked for three non-profit companies in rural Western PA focused on finding stable housing for individuals with disabilities and behavioral health challenges. In her role, she revitalized the public image of each company through raising public awareness around federal and state housing policy issues, fair housing laws, and the realities of homelessness in rural communities.

PROJECT EXPERIENCE HIGHLIGHTS

- Zoning Text Amendments and Research and Development Performance Standards, Belmont, CA
- Island Park Life Sciences Campus, Belmont, CA
- 1301 Shoreway Office Development, Belmont, CA
- BeamReach Life Sciences Campus, Belmont, CA
- Harbor Industrial Area Specific Plan, Belmont, CA
- Google Middlefield Park Master Plan, Mountain View, CA*
- Google East Whisman Master Plan, Mountain View, Sunnyvale, CA*
- Google Moffett Park Master Plan, Sunnyvale, CA*

* Work completed at a place of previous employment.

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OUR TEAM

LESLIE PARKS

Economic Development Director

PROFESSIONAL EXPERIENCE

Leslie Parks has 30+ years' experience as a practitioner and consultant in the fields of economic development, redevelopment, and workforce development. She has developed and administered a diverse range of programs that include business retention and expansion initiatives, community benefits, sales/use tax revenue assessment, workforce training and job placement, affordable housing, and public/private partnerships.

As a consultant, Leslie assisted with economic development strategies and marketing plans for the cities of Honolulu, Anchorage, Santa Rosa San Francisco, and the counties of Solano County, Merced County, and San Mateo County. Leslie also served as Director of Downtown and Industrial Development for the San Jose Redevelopment Agency, Director of Economic Development for the City of San Jose, and Director of Community Services for the City of San Carlos. She has served as the director of two Workforce Investment Boards.

Leslie's recent experience includes implementation of economic development programs for the cities of Foster City, Redwood City, and Campbell.

She joins Good City Company as Economic Development Director supporting several cities on the Peninsula and in Silicon Valley. Specific programs and projects include development of small business action plans, economic development strategies, marketing plans, retail strategies, and economic development program and staffing audits.

PROJECT EXPERIENCE HIGHLIGHTS

- Economic Development Strategy and Program Implementation, Campbell, CA
- Parklet Grant Program, Campbell, CA
- Economic Development Program Assessment, Palo Alto, CA
- COVID Business Recovery Plan, Vacaville, CA*
- Small Business Action Plan, Mountain View, CA*

*Work completed at a previous place of employment

EDUCATION

B.A., History, San Jose State University

M.A. History, San Jose State University

GOODCITY COMPANY

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OUR TEAM

EDUCATION

B.A. History, New York University

Master of City Planning, Urban Studies/Affairs, U.C. Berkeley

MARK SULLIVAN, AICP

Housing Specialist

PROFESSIONAL EXPERIENCE

Mark is an urban planner with 25 years of experience in long-range and current planning with a focus on land use and housing policy.

Mark retired from the public sector in 2018 after serving as planning, redevelopment and housing manager for the City of San Bruno for 17 years. Before that, Mark was an economist at Seifel Associates working on redevelopment and housing projects for many California communities.

Mark has significant experience preparing and implementing land use plans and housing regulations, analyzing the economics of housing projects, managing housing efforts (including monitoring of affordable units) and overseeing the entitlement and environmental review process of complex development projects.

Notable projects he has successfully completed include: adoption of land use plans including the Transit Corridors Specific Plan (promotes high-density mixed-use TOD) and passage of an associated ballot measure to increase building heights and density, several housing elements, general plan amendments, parking management plan, and downtown facade improvement program; adoption of housing- related regulations including inclusionary housing and housing impact fee ordinances, emergency shelter zoning, accessory dwelling unit ordinance, and; managed the approval of over 1,100 housing units, a 150-room hotel, and over 15,000 square feet of commercial space.

Mark believes strongly that smart growth principles can enhance social equity, environmental conservation, and healthy communities. Mark is most interested in promoting land use solutions that can enable communities to adapt to the changing economic and demographic conditions currently facing the San Francisco Bay Area and balancing the needs of new worker households and families while preserving the quality of life of existing residents.

GOODCITY COMPANY

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OUR TEAM

DAVID TALGO

Assistant Planner

PROFESSIONAL EXPERIENCE

David Talgo joins Good City as a Planning Technician, where he will focus on advanced planning projects, contributing to long-term urban planning efforts and initiatives that shape cities' future development.

Previously, David gained experience as an Intern Field Organizer on a congressional campaign, where he practiced different canvassing techniques and worked closely with residents to address local needs. This experience provided him with valuable insights into community engagement and competing goals, strategies, and interests.

David holds a Bachelor of Arts in Political Science from New York University, with a minor in Urban Design. In his Urban Design program, he developed proposals for a multi-use development on the Brooklyn waterfront and a pedestrian-oriented street redesign adjacent to Fort Greene Park. He also studied the relationship between urban planning and climate change policy and politics.

EDUCATION

B.A, Political Science and Urban Design, New York University

GOODCITY COMPANY

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26-015

PROFESSIONAL SERVICES MASTER AGREEMENT (ON-CALL PLANNING)

BETWEEN

CITY OF BENICIA AND

PlaceWorks, Inc.

This Professional Services Master Agreement ("Agreement") is dated July 1, 2025, and is by and between the City of Benicia, a political subdivision of the State of California ("CITY") and PlaceWorks, Inc., a California Corporation located at 3 MacArthur Place, Suite 1100, Santa Ana, California 92707, licensed to do business in California, ("CONTRACTOR") relating to PlaceWorks - Planning Master Service Agreement (FY26-27) Services (“Services").

1. Agreement

1.1. 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 by the City Manager, or designee who is hereby authorized to execute any Task Order and issue a Notice to Proceed, without further action by the City Council, provided the Task Order is within the total authority of this Master Service Agreement. Amendments to this Master Service Agreement require City Council approval.

Services may include, but not be limited to:

A. Current Planning Development Review

B. Land Use Economics

C. Environmental Review

D. Housing Programs and Policies

E. Grant Applications and Management

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.

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1.2. Term of Agreement

A. This Agreement will conclude on June 30, 2027 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.

1.3. 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.

1.4. Compensation

CONTRACTOR shall be compensated, a total value not to exceed $325,000 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 not to exceed 5% or the current year's February change of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Francisco-Oakland-Hayward, CA index, whichever is lower, and must seek CITY's authorization for rate changes. 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.

1.5. 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 in excess of $1,000.00, where prevailing wages are required by 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 City's Public Works Office and may be obtained from the California Department of Industrial Relations website

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[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 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. CONTRACTOR 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 CONTRACTOR shall pay federal Davis Bacon wages and comply with applicable federal requirements.

B. 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.

C. CONTRACTOR, where applicable, 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.

1.6. 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

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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. **Patent Rights, Copyright, Trade Secrets:** CONTRACTOR 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.

C. **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 artd will survive termination of this Agreement.

D. **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.

E. **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.

F. **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

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Agreement in favor of the CITY and the Indemnitees in the exact form and substance as those contained in this Agreement.

G. **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 al I 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

1.7. 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.

1.8. 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.

1.9. 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

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services, or expenses, except for reasonable administration expenses, incurred by CONTRACTOR by reason of such suspension.

1.10. 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 based on a final invoice from the CONTRACTOR.

1.11. 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 I 101, 1102and1102.1; 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.

1.12. 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:

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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. § l8700(a) (2))

1.13. 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.

1.14. 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.

1.15. 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.

1.16. 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.

1.17. 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.

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1.18. 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.

1.19. 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.

1.20. 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.

1.21. 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: Stacy Hofacre

Senior Management Analyst

shofacre@ci.benicia.ca.us

To Contractor: Kara Kosel

Vice President, Finance

kkosel@placeworks.com

1.22. 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.

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1.23. 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.

2. Insurance Requirements

2.1. INSURANCE REQUIREMENTS

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated July 1, 2025, by and between PlaceWorks, Inc., hereinafter referred to as "Contractor", and the City of Benicia, hereinafter referred to as "City", providing for professional services.

2.2. 1. Contractor's Duty to Show Proof of Insurance

Contractor, 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 Contractor's acts, errors, or omissions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Contractor shall not perform any work under this Agreement until Contractor 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, Contractor 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, Contractor 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. Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or City as an additional insured.

2.3. 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

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for liability arising out of Contractor'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. Contractor 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.

2.4. Workers' Compensation Insurance

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

2.5. 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.

2.6. 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.

2.7. Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Contractor, at Contractor'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.

2.8. Insurance terms and conditions:

3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Contractor shall not be suspended, voided, cancelled or

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reduced in coverage or in limits except after ten (10) days written notice by Contractor 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. Contractor 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 Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor 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 Contractor is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Contractor'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 Contractor'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 Contractor 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 Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor. City, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Contractor 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 Contractor of its obligation to obtain and maintain the insurance coverages required by this Agreement.

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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 Contractor and its Subcontractors shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Contractor's fees under this Agreement (and the fee of its Subcontractors under Subcontractor agreements) shall be reduced by the amount of insurance premiums that may be avoided by Contractor and its Subcontractors 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 Contractor's and Subcontractors policies. Construction Manager and its Subcontractors shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

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

"PlaceWorks, Inc." By: Signed by: kara kosel 1EF72BF80609445... 6/10/2025
Kara Kosel

Its: Managing Principal/Vice President

"City" By: _____

Its: _____

"Department" By: _____

Its: _____

"City Attorney" By: _____

Its: City Attorney

Docusign Envelope ID: 471E22E2-1D1A-4F56-8924-7BB96143ABFC

Exhibits List

A - Scope of Work

Docusign Envelope ID: 471E22E2-1D1A-4F56-8924-7BB96143ABFC

Exhibit A

Scope of Work

PlaceWorks, Inc. Response

CONTACT INFORMATION

Company
PlaceWorks, Inc.

Email
hbultman@placeworks.com

Contact
Henry Bultman

Address
Corporate Headquarters OC
3 MacArthur Place Suite 1100
Santa Ana, CA 92707

Phone
N/A

Website
https://www.placeworks.com

Submission Date
Apr 7, 2025 9:37 AM (Pacific Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Project Organization

1.1. Name of Subcontractors (if using)

If using subcontractors, you must fill in their information in the below box following this format for each subcontractor:

1. Name of Subcontractors
2. Address,
3. Telephone number(s),
4. Email,
5. Name of responsible corporate officer(s),
6. Office location where the majority of the day-to-day work will be accomplished.

PlaceWorks is not proposing any subconsultants as part of this effort, but we would be happy to add team members, or coordinate with other City consultants, at the City's direction, based on the specific assignment.

1.2. Project Organization Chart*

PlaceWorks_Org_Chart.pdf

1.3. Description of responsibilities*

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

Mark Teague, AICP, Managing Principal, Environmental Services. Mark will serve as the City's primary contact and will be available to serve as principal-in-charge on future projects. In this role, Mark will ensure that all products are produced on-time, on-budget, and meet the highest standards of quality. Additionally, he will be available to facilitate public workshops and critical meetings throughout the process.

In over 35 years of public- and private-sector experience, Mark has worked throughout California in agencies large and small and is considered an innovative problem solver. His projects include planned communities, shopping center EIRs, general plan and zoning code updates, impact fees, and public outreach for projects highly scrutinized by the public. His experience as a planning director, staff liaison, and ability to see the whole of the project, ensures that every document meets the need of the client. He has served as on-call extension of staff for numerous cities throughout northern and southern California including Anderson, Mount Shasta, Wildomar and Eastvale. Mark is also an excellent public speaker and regularly presents at the League of California Cities Planning Commissioner's Academy on topics such as design guidelines, CEQA compliance, and how to read an EIR. He also teaches planning to staff with a focus on how new legal decisions affect daily activity. With a great deal of experience in smaller communities, Mark has experience using available resources to meet the clients needs.

Charlie Knox, Principal. Charlie has more than 30 years of experience in public and private sector planning and has a thorough understanding of how to manage and coordinate staff and stakeholder efforts to best serve municipal staff, local citizens, city councils, and communities. Charlie's expertise includes shepherding high-profile projects through the entitlement process, including mixed-use developments and municipal energy-conservation projects. He also specializes in local and regional transportation and transit initiatives to help shorten commutes, reduce single-occupant vehicle travel, support Transit-Oriented Development, establish local Transportation Demand Management programs, and reduce Vehicle-Miles Traveled to meet City, regional, and State objectives. Prior to joining PlaceWorks, Charlie led the City of Benicia Public Works and Community Development Departments and used innovative leadership skills to provide superior customer service to residents despite significant resource constraints.

Terri McCracken, Principal. Terri is an extremely organized and efficient planner with a detailed understanding of the environmental review process. With 20 years of environmental planning experience, she is a valuable asset to any project team. Terri is responsible for the day-to-day management of environmental review projects, maintaining regular contact with clients, coordinating subconsultants, and attending meetings. Terri's work at PlaceWorks has focused on the application of CEQA, NEPA, as well as other State and federal environmental regulations and guidelines. Terri effortlessly manages, coordinates, reviews, and conducts research for various types of environmental review documents for a broad range of projects, including long-range plans, municipal codes, residential, commercial, industrial, recreational, resort, and public works. She is responsible for the preparation of environmental constraints, feasible mitigation measures, and viable project alternatives, as well as for responding to public and agency comments on environmental documents. She is also responsible for facilitating public meetings and managing project schedules in order to provide work products on time and within budget.

Nicole Vermilion, Principal, Air Quality/Energy/GHG/Noise Services. Nicole oversees project staffing and timing for the air quality, GHG, and noise technical team's impact evaluations under CEQA. She is responsible for expanding and fine-tuning the team based on changes in technology, legislation, and client needs and for ensuring that PlaceWorks' air quality and GHG studies are defensible and consistent with recent case law. She closely follows the rapid changes in requirements and the latest information on CEQA thresholds and analysis methodology. She has performed numerous greenhouse gas emissions inventories for individual projects as well as citywide emissions inventories for general plans. Nicole frequently presents at conferences, including the California chapters of both APA and AEP. She is a beta tester for the CalEEMod program. As a member of AEP's Climate Change Committee, Nicole has contributed to white papers addressing GHG emissions inventories for climate action plans and general plans, post-2020 GHG thresholds, and Friant Ranch.

Isabelle Minn, ASLA, LEED AP, Principal. Isabelle has over twenty years of experience in community-based design and planning. Her work has focused on landscape architecture and urban design, with an emphasis on the protection of open space and natural resources, as well as on improving and greening our urban areas. She has managed a wide range of projects from large, open space master plans to urban forestry plans and site planning and design projects. She strives to create a balance between protecting resources and increasing public access. Isabelle has developed multi-disciplinary studies addressing physical, biological, cultural, and policy issues that affect watersheds. She has also managed many trail planning and design projects, from large-scale trail master plans to construction documents, and she is an expert on the development of urban greening projects. Recently, Isabelle's work has emphasized meeting park and open space needs in park poor communities.

Jennifer Gastelum, Principal. Jennifer has over 20 years of experience specializing in various housing programs and public outreach for municipalities across California, Nevada, and Washington. As a recognized leader in the field, she has managed updates to over 100 housing elements since 2008. Her experience also includes preparing HUD consolidated plans, action plans, analyses of impediments to fair housing choice, housing condition surveys, and housing market studies. Jennifer has significant experience overseeing grant management of State and federal programs, such as the Community Development Block Grant (CDBG) program, CalHOME, and HOME. She is also experienced in federal labor standard compliance review and monitoring. Jennifer is committed to continuing education and training, and she has considerable experience leading project management and business development training. Other project experience includes specific plans, general plans, environmental impact reports, and initial studies/negative declarations.

Colin Drukker, Principal. Colin's unique skill set includes knowledge of governmental policy, land use planning, transportation planning, and CEQA at all scales, gained through his experience with the public and private sectors. From fine-tuning project approaches to producing final documents, Colin sets high standards for himself, his team, and his projects. He draws on over 25 years of planning experience to tackle problems inventively and efficiently. His body of work includes leadership and technical expertise on general plans, regional planning, corridor planning, affordable housing, environmental justice, mixed-use/TOD, specific plans, GIS, websites, and database development. Colin leads and organizes groups of public staff and consultants to consistently bring complex projects to successful completion. He possesses the knowledge to understand and, if necessary, conduct nearly all phases of planning projects. In all of his projects, Colin uses his understanding of policy and land use planning to balance fiscal sustainability, preserve community lifestyle, and achieve community vision.

Alexis Mena, LEED AP, Associate Principal. A team member of PlaceWorks team since 2008, Alexis brings valuable experience in both the public and private sectors. As a project manager, she is organized and detail-oriented, works collaboratively with her clients, thinks strategically, and maintains a flexible and responsive work process. She is highly committed to providing high-quality graphic and written products on schedule and on budget. Alexis' work at PlaceWorks has focused on environmental review and planning for a range of land use, smart growth, transportation, and sustainability projects. She is currently serving as the Principal in Charge for program-level documents such as the General Plan Update EIR for the City of Salinas, the Stanford University Belmont Conceptual Development Plan EIR for the City of Belmont, and the General Plan Reset EIR for the City of San Carlos. She is also serving as

Principal in Charge for several Bay Area development projects. Alexis previous managed the 808 Alameda de las Pulgas EIR for the City of San Carlos, which was award an Environmental Analysis Document Merit Award from the California Association of Environmental Planners; and the Martial Cottle Park EIR for the Santa Clara County Parks and Recreation Department, which was awarded the Innovation in Green Community Planning Award from the Northern California Section of the APA.

Steve Gunnells, Chief Economist. Steve's career spans the spectrum of community planning and economic development. As PlaceWorks' in-house economist, he plays a role in a great many of the firm's active projects. He focuses on crafting plans, policies, and development projects that are grounded in regional and global economic realities. He helps his clients leverage market forces to achieve their goals. And most importantly, he uses his grasp of economics and real estate markets not only to overcome existing challenges but to help communities create visionary plans that capitalize on the possibilities, not just past trends. Steve works with communities to bridge the gap between long-range planning policies and economic development—with community organizations and special districts to fund and implement priority projects—and with developers to guide project decision-making and obtain entitlements based on sound economic and market analysis. Steve has also served as the field director for a consulting team on a World Bank project in Yemen, an Economic Development Fellow with the International Economic Development Council, a county planning director in Virginia, and a planning and economic consultant in Michigan and Ohio.

Erika Lindstrom, AICP, Senior Associate. Erika brings a wide variety of skills through her education and nearly ten years of professional planning and housing experience in both the public and private sectors. Her passion for planning is driven by her desire to envision and create unique, enjoyable, and healthy places for all, especially community members who have historically been excluded. At PlaceWorks, Erika manages and assists with a range of comprehensive planning projects, including zoning code updates, general plan updates, housing element implementation, and community engagement campaigns. She is currently working on Zoning Code updates for the City of Pittsburg and Contra Costa County, General Plan updates for the Cities of Modesto and Salinas, development of a Specific Plan for the City of Salinas, and entitlement review for the Cities of San Carlos and Benicia. She also recently managed and completed an update to Sacramento County's Infill Program and targeted zoning updates for the City of Cupertino.

Greg Goodfellow, Senior Associate. Greg is a valuable analytical and outreach asset on any team. He has worked in both the public and private sectors, has contributed to industry journals and white papers. He draws on over a decade of planning experience to tackle problems in an innovative and efficient manner. Greg has built a foundation of comprehensive planning work into expertise in equitable housing and transportation policy. His recent work on objective design standards, regional growth strategies, urban rezonings and technical assistance for local jurisdictions has helped guide PlaceWorks' services related to evolving housing and transportation law in California. Greg has become an effective leader by managing projects at the intersection of state law, regional strategy, county management and local policy. He has managed numerous outreach-based plans for equitable transportation and facilitated all forms of multi-lingual, digital and traditional outreach. Greg enjoys the professional training process, having managed the Smart Parking Training Program for MTC and lead county-wide digital workshops for VMT ordinance adoption. Greg continues to hone his speaking and leadership skills on volunteer planning and community projects. He has instructed students as part of the Urban Land Institute's (ULI) UrbanPlan high school teaching program. He is currently a team planner for ConnectOakland, a group advocating for the transformation of Interstate 980 in Oakland into a multi-modal thoroughfare.

Angelica Garcia, Senior Associate. Angelica has experience working on a wide range of planning projects, including general plans, neighborhood plans, community outreach campaigns, housing elements, objective design standards, and zoning code updates. She has over nine years of experience and brings a wide variety of skills through her work experience and education. Her interest in urban planning stems from her desire to help create healthier communities. She enjoys working on plans that reflect the unique needs of each community. Angelica is currently the project manager for the General Plan Update in Sonoma County, Placer County, and the City of Soledad. She is also working

on Environmental Justice Element for the County of San Mateo and recently helped update three Neighborhood focused Housing Action Plans for the City of Stockton. She also assisted with the General Plan Update for the City of San Mateo which was adopted this year.

Jennifer Kelley, Senior Associate. Jennifer is a skilled environmental professional with nine years of experience leading CEQA and NEPA analyses for development and infrastructure projects. Jennifer has managed CEs, MNDs, and EAs for mixed-use, infill development projects from the proposal stage through entitlement, and served as a deputy project manager on large-scale EIRs. Jennifer's management expertise includes senior-level review of documents; coordination with clients, subconsultants, and public agencies; keeping project schedules and budgets on track; and supervising analyses prepared by junior staff. Prior to joining PlaceWorks, Jennifer served in environmental planning and management roles where she used her background in urban planning and environmental design to lead numerous comprehensive land use and aesthetics compatibility analyses and produced supporting visual graphics. She is also proficient in producing quantitative studies to measure cumulative impacts on public services and utilities using local, regional, and state-level data.

Chris Shields, INCE-USA, Senior Associate. Chris possesses a strong background in noise control, noise propagation, frequency analysis and engineering practices, coupled with extensive noise synthesis computer-modeling experience. His work experience includes the preparation of technical studies and related sections of CEQA and NEPA documents for commercial, industrial, residential, mixed-use recreation, educational, infrastructure, and other development projects. Chris' experience includes noise analyses for federal, state, and local agencies with the use of computer models published by the EPA, FHWA, and Caltrans.

Dina El Chammas Gass, PE, QSD, Senior Engineer. Dina is a member of the Environmental Planning team and Technical Services Group. She provides technical support related to hydrology, water quality, geology and soils, hazards and hazardous materials, and utilities, including third-party peer reviews, water supply assessments, written verifications of water supply, and utility capacity reports. Dina also has experience performing quantitative health risk assessments and pipeline safety hazard assessments. Dina processes, oversees, and manages CEQA projects; contributes research, analysis, and review—particularly in the fields of water quality, hydrology, utilities, geology and soils, and hazards and hazardous materials; and prepares CEQA compliant documents. Dina came to PlaceWorks with eclectic experience in the fields of sustainability, environmental engineering, and sustainable watershed management. She was an assistant professor of sustainability and an environmental engineer in the Gulf and Caspian regions, where she prepared and implemented environmental management plans; pollution prevention plans; and management plans for waste, water, and wastewater.

Cynthia Walsh, Senior Associate. Cynthia Walsh has almost 20 years' experience working on long-range planning documents, specializing in policy writing for housing element updates, housing element annual reports, and Housing Element implementation. She prepared housing elements during the 4th through 7th cycles and has worked closely with staff at the California Department of Housing and Community Development to achieve certification for her clients. She also has experience with comprehensive zoning code and General Plan updates. Cynthia also has experience with preparation of analyses of impediments to fair housing choice documents, consolidated plans, and action plans. She is experienced with State and federal grant programs, and she is well versed in federal (Davis-Bacon) and state labor standards compliance.

Lance Park, Senior Associate, Air Quality/Energy/GHG. Lance has nearly six years of experience as an air quality analyst preparing CEQA analyses for individual land use development projects and long-range planning documents. As an air quality scientist, he has prepared extensive emissions modeling and calculations consistent with different California air district methodologies, including but not limited to the BAAQMD, South Coast AQMD, SJVAPCD, and Sac Metro AQMD. With PlaceWorks, he functions as a leading expert in air quality, greenhouse gas emissions, health risk, and energy CEQA analyses; trains air quality technical staff; attends and directs client kick-off calls and attorney consultation; attends public hearings; and offers strategic insight into different CEQA document types and streamlining

opportunities with project clients and lead agencies. Lance is also 40-hour HAZWOPER certified, is currently attaining his Certified Professional in Erosion and Sediment Control-In Training accreditation, and has several years' experience conducting Phase I and Phase II Site Assessments and SWPPP Construction Site Monitoring.

Nicole West, AICP, Senior Associate. Nicole has over 18 years of experience in planning, with specialties in housing and community development; parks, open space and trails; and community outreach with diverse populations. Nicole is skilled at synthesizing quantitative and qualitative data, identifying key findings and developing effective plans, policies and programs. She enjoys sharing these insights and ideas by providing presentations to the public, committees and elected officials. Nicole provides mentorship and training for junior staff. As a project manager for complex public sector planning projects, Nicole leads multidisciplinary teams, develops and implements multifaceted community engagement efforts and ensures budgetary compliance.

Amy Sinsheimer, AICP, Senior Associate. Amy has over 20 years of experience managing and preparing long-range planning and policy documents, with a specialty in housing. She has significant experience in public outreach for complex projects involving multiple agencies, stakeholders, and team members. Amy prepared housing elements during the 3rd through 7th cycles and has worked closely with staff at the California Department of Housing and Community Development to achieve certification for her clients. She also has comprehensive zoning code and General Plan Update experience.

Andrea Howard, Senior Associate. Andrea is a skilled project manager with experience leading a variety of complex projects, including general plans, regional housing needs allocation (RHNA) plans, community engagement campaigns, and more. Prior to joining PlaceWorks in 2019, Andrea spent several years working for regional government and the private and nonprofit sectors. Andrea's cross-sectoral background affords her unique insights into project opportunities, needs, and stakeholder perspectives Andrea has undergone advanced training in community engagement and has led development of outreach plans; curated outreach materials, including informational videos, webpages, and print materials; presented to community members in a variety of formal and informal settings; and hosted in-person and web-based workshops, open houses, focus group meetings, and pop-up events. Through all outreach activities, Andrea works to ensure that efforts result in equitable and meaningful engagement, better informed stakeholders, and community-driven outcomes.

Cory Witter, Senior Associate. Cory's background in public health and community-based participatory research adds to his unique perspective on the planning world. His wide project experience so far has just intensified his passion for long-range planning, economic development, and community engagement. He views planning dilemmas as an intersection of the social and physical environments and chooses to search upstream for solutions rather than downstream—to fix the causes of problems instead of just their effects. To add to his experience and abilities with comprehensive planning projects, especially general plans, Cory is venturing further into the field of land use economics. He is interested in economic growth and development—particularly in how all the pieces fit together so that cities can make land use decisions with lasting social and economic benefits. Cory's recent experience includes serving as project manager for the Barstow General Plan Update and assistant project manager on the Fountain Valley General Plan Update. He also assisted with multiple 6th-cycle housing elements in San Bernardino and Riverside Counties. He is currently working with multiple jurisdictions to evaluate and adopt inclusionary housing ordinances.

Steve Bush, PE, Engineer. A member of both the Environmental Sciences and the CEQA teams, Steve's eclectic skill set covers a wide range of technical services. He leads our risk assessment practice, providing air toxics/health risk, pipeline safety, railroad safety, and EMF risk analyses for schools. As a member of the CEQA team's hydrology and engineering group, Steve has completed hydrology, water supply assessment and utilities systems analyses for a variety of projects, including residential development, industrial warehousing, and schools projects. Steve coordinates regularly with public agencies regarding pipeline risk analyses, flooding impacts, and other safety hazards for the preparation of CEQA sections. Additionally, Steve is proficient in different air quality modeling software such as CalEEMod, AERMOD, and HARP.

Vivian Kha, Associate. As a member of PlaceWorks' Environmental Planning team, Vivian has impressed project managers with how quickly she orients herself to a wide variety of projects and tasks—and she always seems to ask the right questions. Vivian has proven to be a great asset to the team— highly capable, reliable, and efficient. She assists with the research, processing, analyzing of data, and report writing on numerous types of CEQA documents, including initial studies, exemptions, addenda, and EIR topical sections. She is also skilled in GIS.

Rachel Goren, Associate. Rachel is passionate about the environment and works to lesson human impact and increase resiliency within this changing climate. She has over 4 years of experience working in both the private and public sector. As an associate at PlaceWorks, Rachel works on a variety of CEQA and planning documents for a wide range of projects. She has proved to be a dedicated and beneficial asset to the team. Rachel possesses a comprehensive understanding of the environmental analysis and CEQA process with experience working on a wide range of projects. She has the skills to effectively analyze both developmental and programmatic level environmental review. She has managed or been key staff on several environmental analysis projects.

Madeline Miller, Associate. Madeline has multiple years of experience in the environmental realm. Working within a public agency has given her valuable insight that she uses to support her team, clients, and projects while also harnessing her skills to foster relationships between private, local, state, and federal agencies. She has worked on a variety of projects pertaining to the California Environmental Quality Act and regularly prepares non-technical sections of EIRs while coordinating with staff and ensuring internal consistency.

Jose Ayala, Associate. Jose has over five years of experience working on Housing Element updates, including policy writing for Housing Element updates in addition to reviewing Housing Elements for consistency with State Housing Element law. Jose contributes to analyzing data and updating Housing Elements for various jurisdictions throughout California. Jose also has experience with other State housing laws, including accessory dwelling unit (ADU) law, the Housing Accountability Act, and experience in providing technical assistance.

Rachel Jacobson, Associate. Rachel's interests in open space and community merge in her work at PlaceWorks as a project manager. Her experience managing complex projects and coordinating collaborators demonstrates her ability to integrate diverse interests to achieve project goals. Her focus on planning and facilitating thoughtful, meaningful meetings and translating the outcomes into action advance every project she serves on. She specializes in process development, offering visual and interactive methods to engage parties in project planning. Rachel is committed to countering systemic inequities in the purpose, processes, and outcomes of her work. Her experience centers on protecting natural systems and providing public access through parks and open space planning and programmatic work, including developing a Volunteer Management System for the Los Angeles County Department of Parks and Recreation, managing the City of Richmond's collaborative application to the Transformative Climate Communities grant as well as managing the post-award consultation process and supporting grant implementation, and guiding process development for the Richmond Park Equity Project with the Hellman Foundation.

Jenny Yu, AICP, Associate. Jenny is a versatile urban planner with over eight years of professional experience in the public and private sectors. Her work encompasses placemaking, comprehensive planning, parks planning, and multimodal transportation, and she focuses on advancing equity in underserved communities through community engagement and empowerment. She has experience with developing long-range plans, project management, community outreach, and graphic design. The projects that she worked on won many awards, including several from the American Planning Association, and she has given presentations to large audiences throughout California on her work. Jenny's work as a land use planner is heavily informed by her years of experience in multimodal transportation planning. She understands the urgent need for land use planners to work closely with transportation planners to address land use and transportation issues together. Therefore, she strives to use her experience in multimodal transportation planning to advance better comprehensive planning policies that will achieve a more sustainable future for the communities of tomorrow.

Julia Schnell, Project Planner. At PlaceWorks, Julia has supported housing and land use policy and program development. She has provided program administration assistance to the City of Emeryville to support affordable homeownership, rental, and loan programs. Additionally, she has worked with the City of Rohnert Park to administer affordable housing program compliance monitoring for below market-rate projects and mobile home parks. Through her knowledge of fair housing issues and strategies to address said issues, Julia has supported jurisdictions across the state in conducting fair housing analyses. Julia's skills in GIS and Excel have also allowed her to conduct analyses of numeric and spatial data and to build analytical tools.

Hazel Choi, Project Planner. Hazel has experience in comprehensive and long-range planning, with a specific focus on policy development for housing element updates. She has been contributing to analyzing data and updating housing elements for various local jurisdictions throughout California. She has significant experience in the preparation of analysis of Housing Needs Assessment, ensuring clients are consistent with the guidelines and requirements outlined in HUD and HCD. Hazel has expertise in developing Regional Transportation Plans, Community Needs Assessments, Corridor Plans, Evacuation Plans, and Active Transportation Plans for different local jurisdictions. Hazel has also dedicated her efforts to preparing grant applications and facilitating those programs managed by both the State and Federal. Hazel has actively participated in numerous community outreach and surveys, as well as preparing a range of visual materials that enhance the community's understanding of various projects. Additionally, she has an expertise in GIS, allowing her to effectively prepare exhibits and analyze geospatial data for grant applications and planning documents. She is also proficient in Adobe applications, such as Photoshop, Illustrator, and InDesign

Zixuan Liu, Planner. Zixuan supports Comprehensive Planning projects at PlaceWorks by leveraging her prior experiences in housing policy and community development within non-profit and public sectors. With strong writing, research, and policy analysis skills, she has been contributing to General Plan updates, regional transportation policy documents, and Housing Element Implementation. Her background in the design and history of architecture informs her interdisciplinary planning process at the intersection of the aesthetics and social impact of the built environment. Her approach prioritizes equity, focusing on empowering underserved communities through inclusive outreach and engagement.

Jay Scott, LEED Green Associate, Planner. Jay holds the professional credential of LEED Green Associate. Jay has conversational skills and document translation abilities in French and technical software experience working with ArcGIS, SketchUp, and Adobe Suite. While at PlaceWorks, Jay has worked on General Plans for many cities, including Fountain Valley, Barstow, San Bernardino, and Santa Ana. Jay helped build infrastructure for the web-based version of Santa Ana's General Plan and created visually engaging focus area StoryMaps. In addition, Jay has worked on environmental justice issues for many cities, creating maps and other visualizations. For the Western Riverside County of Governments, Jay helped to develop a tool for member jurisdictions to easily incorporate their feedback into SCAG's local data exchange.

1.4. Team Members*

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

Current Planning Development Review/Long-Range Planning Policy and Strategies:

Charlie Knox, AICP, Principal

Erika Lindstrom, AICP, Senior Associate

Greg Goodfellow, Senior Associate

Angelica Garcia, AICP, Senior Associate

Zixuan Liu, Planner

Land Use Economics:

Steve Gunnells, Chief Economist

Colin Drukker, Principal

Cory Witter, Senior Associate

Jay Scott, LEED Green Associate, Planner

Environmental Review:

Mark Teague, AICP, Managing Principal, Environmental Services

Terri McCracken, Principal

Alexis Mena, LEED AP, Associate Principal

Jennifer Kelley, Senior Associate

Vivian Kha, Associate

Rachel Goren, Associate

Madeline Miller, Associate

Nicole Vermilion, Principal, Air Quality/Energy/GHG/Noise Services

Chris Shields, INCE-USA, Senior Associate

Steve Bush, PE, Engineer

Dina El Chammas Gass, PE, QSD, Senior Engineer

Lance Park, Senior Associate, Air Quality/Energy/GHG

Housing Programs and Policies:

Jennifer Gastelum, Principal

Cynthia Walsh, Senior Associate

Nicole West, AICP, Senior Associate

Amy Sinsheimer, AICP, Senior Associate

Jose Ayala, Associate

Julia Schnell, Project Planner

Hazel Choi, Project Planner

Grant Applications and Management:

Isabelle Minn, ASLA, LEED AP, Principal

Andrea Howard, Senior Associate

Rachel Jacobson, Associate

Jenny Yu, AICP, Associate

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2. Approach

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

PlaceWorks' approach to all projects focuses on collaboration. Our planners work as an integrated team to prepare analysis and technical documents that address regulations at the local, regional, and state level. We also understand the importance of listing and addressing community concerns on projects, even if not in direct alignment with 'technical' needs. Whether managing public outreach, analyzing environmental impacts, or crafting practical, cost-effective mitigation, we serve as integral partners in a host of environmental and planning processes. We pride ourselves on innovative problem solving, accuracy, and attention to detail.

In this role, our senior project management team will function as an extension of the City's management team with a focus on the overall vision, budget impacts, and timeline. In this role, it will be necessary to coordinate both with the City staff and members of the consulting bench assigned to various project components. The overarching responsibility will be to help chart a course for projects to move forward, ensure that there are resources assigned to overcome roadblocks, and keep the process moving forward. Communication with all members of the team is essential to this task. We have decades of experience working with other consultants (including direct competitors) to achieve a mutual goal. When we serve in this capacity, we serve the City and advise on actions best suited to meet the City's vision.

Meetings

PlaceWorks will participate in regular management meetings. Typically, recurring meetings are set for the entire City/Consultant team to review changes to the projects, results of technical analysis, and identification of issues in sufficient time to avoid delays as they are being resolved. We will attend these meetings, follow up on assignments, and direct other team members as appropriate. As work products are drafted, we will review and edit them to ensure that the resulting product is in line with City expectations. Issues raised during the review will be discussed at the senior level before providing direction. Because institutional memory is so important, major interpretations or decisions will be documented for the file to enable research on decisions after the fact.

Staff Reports and Presentations

All products will be reviewed by senior PlaceWorks managers before submittal. PlaceWorks will use the City's format for all products, or work with the City to develop a format if one does not exist. All staff reports will include graphics, photographs, analysis, and findings, and all attachments will be available for posting on the internet. We understand that there may be more than one reviewer for products, and we are ready to work with the City and reviewers to consolidate, reconcile, and make edits as appropriate. To the extent that we will learn both what information is essential and how it should be presented in City format, our goal will be to ensure documents are ready with a minimum of review from the City.

Our staff will ensure that all documents are suitable for posting on the City's website and follow through to ensure that the posting(s) are complete. Our staff will also assist as needed in preparing ordinances, resolutions, and approval letters to complete the project. As part of this task, PowerPoint slides and/or other presentations will be prepared to assist the Commission and Council consider the project

Quality Assurance Plan

PlaceWorks prides itself on its high-quality work products and recognizes the role that this quality plays in securing repeat business. Elements of our QA/QC program are described below.

Personnel and Responsibilities: For most projects, associate-level staff members compile and sort data, perform routine field activities, and prepare initial drafts of documents. This is both cost-effective for the client and provides necessary training and experience for our staff. To ensure the success of this approach, however, our project

managers stay involved with the project and carefully review all work products, including administrative drafts, before they are transmitted for review. Documents also undergo review by one of the company's principals as part of the PlaceWorks commitment to quality.

Preparation of Documents. PlaceWorks understands the importance of complete, reader-friendly, technically accurate work products. Before finalization, all documents are submitted to the firm's word processing and editing team, which is responsible for putting the document into a standard or custom format (depending on the project) and performing a series of systematic checks on the document (e.g., spell-check, headers/footers, table of contents). The document is then sent to a technical editor, who reviews it for consistency, readability, grammar, and graphics or typographical errors. After these issues have been corrected, the document is reviewed by another senior project manager or one of the firm's principals.

Budget and Schedule Control

Schedule Control. Communication is the best means of ensuring that projects remain on task and budget. Each project has similar milestones that must be met, such as project completeness letter, technical analysis, CEQA, conditions of approval, staff report, and presentation materials. PlaceWorks schedules regular conference calls and meetings to allow rapid and frequent checks on progress

If the schedule starts to slip, we first try and determine the reason. If it is a PlaceWorks staff resources issue, we can bring more staff into the project to meet the requirement. If the issue is outside of our control, then finding out early can help us recommend solutions to getting things back on track. Ultimately, it comes back to communication and making sure the City is aware of the schedule and our commitment.

Budget and Funding Requirements. PlaceWorks prepares monthly invoices detailed to billing codes and based on task orders, work authorizations, and funding sources. We will make any changes to the assignments following discussion with the City and ensure that the monthly billings follow the corrected weekly reports. Each new assignment will have a project number and a series of labor codes based on milestones or tasks. PlaceWorks will keep the City apprised of the work progress and budget as part of the weekly and monthly reports

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2.2. Level of Effort Letter*

Upload a copy of 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.

PlaceWorks_Pricing_Proposal.pdf

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3. References

Provide at least two (2) references for the key individuals on the project team.

3.1. References*

Make sure to include phone and/or email contact information at a minimum for each reference.

To provide the City with a better understanding of our past work, we have provided project write-ups to accompany each reference. References can speak to the staff identified within each area of work.

Current Planning Development Review

Benicia Rose Estates Staff Support Services for the City of Benicia. PlaceWorks will assist the City of Benicia Community Development Department with entitling and conducting California Environmental Quality Act (CEQA) review for the "Rose Estates" planning application. The project is on the 527 "North Study Area" property and consists

of 1,080 dwelling units (20% lower-income units, including transitional and supportive housing), approximately 20 acres of commercial and office space, and 280 acres of open space and parks. The existing General Plan land use designations for the almost 530-acre project site are Limited Industrial and General Commercial. Surrounding land uses include the City of Benicia Water Treatment Plant, General Industrial, General Open Space, and unincorporated County land. Acting as consulting project manager, PlaceWorks staff will be responsible for: Managing the review process; Coordinating with the project team and applicant; Conducting review for completeness and zoning compliance in accordance with the Permit Streamlining Act; Preparing the required CEQA documentation; and Preparing public hearing materials.

Reference: Jason Hade, Planning Manager, City of Benicia | *707.746.4277* | *jhade@ci.benicia.ca.us*

2127-2159 Dwight Way Use Permit for the City of Berkeley. PlaceWorks assisted the City of Berkeley with the entitlement review for 2127-2159 Dwight Way in the South Area Commercial zoning district. The project utilized SB 330 and State Density Bonus Law for a Use Permit to allow the demolition of two existing residential buildings and the construction of a 66-unit multi-family residential building. PlaceWorks was responsible for managing the review process in accordance with the Permit Streamlining Act, conducting review for completeness and Code compliance, coordinating CEQA review, preparing necessary public hearing documents, and attending the Zoning Adjustments Board (ZAB) public hearing for the project. The project was approved in one ZAB hearing.

Reference: Allison Reimer, Associate Planner, City of Berkeley | *510.981.7439* | *ariemer@berkeleyca.gov*

Vista Del Grande Development Entitlement and CEQA Review for the City of San Carlos. PlaceWorks is assisting the City of San Carlos with entitling and conducting California Environmental Quality Act (CEQA) review for the “Vista del Grande” planning application. The approximately 12-acre project consists of 85 dwelling units, with a mix of single-family residential and duplex units, and is utilizing State Density Bonus Law. Acting as consulting project manager, PlaceWorks staff is responsible for: Managing the review process; Coordinating with City staff, the PlaceWorks CEQA team, and the project applicant team; Conducting review for completeness and zoning compliance in accordance with the Permit Streamlining Act; Preparing the required CEQA documentation; and Preparing public hearing materials.

Reference: Lisa Costa Sanders, Principal Planner, City of San Carlos | *650.802.4207* | *lcostasanders@cityofsancarlos.org*

Waterfront District Design Review for the City of Hercules. PlaceWorks assisted City staff with design review for six blocks within the Village Neighborhood District in the Waterfront District Master Plan area in the City of Hercules. This is a new mixed use neighborhood planned for residential and commercial uses around a planned Amtrak stop and ferry terminal. Development is regulated by a Form-Based Code adopted in 2008 and amended in 2012 and 2016. It is intended to be a pedestrian-oriented housing area with character derived from the City of Hercules’ industrial past. PlaceWorks was engaged by the City to review development submittals to ensure high quality architectural design, streetscapes and open spaces.

The first project, called “Block N”, borders John Muir Parkway and Refugio Creek. It is a 162 unit apartment building between John Muir Parkway and a natural creek open space area. It includes retail at the ground floor and a set of 10 townhomes along the creek. PlaceWorks Associate Principal Bruce Brubaker, a registered architect, reviewed project submittals for completeness, attended meetings with applicant and staff, analyzed the submittal for conformity to the Form Based Code, and provided guidance to staff and the applicant on architectural issues. Associate Principal Sarah Gronquist reviewed drawings for site landscape issues and Principal Charlie Knox reviewed compliance with environmental mitigations. The applicant revised the submittal according to input and the project was approved by the Hercules Planning Commission in May 2017. Since the Block N project was approved PlaceWorks has reviewed subsequent projects for Blocks Q & R in 2018 and Blocks M, O, and P in 2019.

Reference: Timothy Rood, Community Development Director, City of Hercules | *510.799.8251* | *trood@ci.hercules.ca.us*

Long Range Planning Policy and Strategies

Santa Rosa General Plan Update and EIR for the City of Santa Rosa. PlaceWorks is leading a comprehensive update to Santa Rosa's General Plan built on multi-faceted, meaningful engagement to help the community "bounce forward" to redesign physical and social structures damaged by the 2017 Tubbs Fire, impacts of COVID-19, and racial injustice, with the goal of becoming more resilient and cohesive than ever before. The four-year project commenced in Spring 2020 with a community-driven refinement of the project's comprehensive Community Involvement Strategy to connect with all segments of the community, including those often excluded from civic processes. With the Community Involvement Strategy as a foundation, we've employed a nimble mix of high-touch and high-tech engagement tools and methods—a comprehensive project website, informational videos in English and Spanish, interactive online surveys, paper surveys, school-based projects included in local high school curriculums, in-person and virtual workshops and open houses, pop-up events—to reach community members with diverse backgrounds and points of view for each phase of the project completed to date. This summer, we will release the Draft General Plan that is built around the previously created Preferred Alternative and Community Vision for the future which emphasize health, equity, resilience, and adaptation to climate change.

Reference: Amy Nicholson, Supervising Planner – Advance Planning, City of Santa Rosa | *707.543.3258* | *anicholsin@srcity.org*

Subregional Action Plans for Contra Costa Transportation Authority. PlaceWorks updated the five subarea Action Plans, which comprise a unique framework statewide. The effort involved a complex combination of analysis, agency facilitation, community engagement, and policy/action development. PlaceWorks staff successfully led intensive coordination among diverse stakeholders, the community, and staff and elected and appointed officials from more than 20 jurisdictions. The updated plans include a host of actions to ensure that local jurisdictions and CCTA can meet their targeted goals and ensure the Contra Costa transportation system serves everyone equitably.

Reference: John Hoang, Director of Planning, Contra Costa Transportation Authority } 925.256.4729 | *jhoang@ccta.net*

San Mateo General Plan Update for the City of San Mateo. PlaceWorks led a multi-disciplinary team to update the City's General Plan and prepare an EIR. General Plan 2040 was adopted in March 2024 and identifies solutions to address the critical need for housing, traffic congestion, improving transportation connections citywide for all modes of travel, and plans for a future that after the current voter-enacted height and density limit has sunset or is overturned by voters. Joanna Jansen was the Principal in Charge and led all phases of the project: establishing the vision and values for the future; creating and evaluating a range of land use and circulation alternatives; updating the goals and policies; and creating a user-friendly General Plan and associated EIR. The City emphasized equitable outreach throughout the process and PlaceWorks worked closely with the Peninsula Conflict Resolution Center to reach Spanish-speaking and low income residents. The General Plan team collected input through face-to-face and virtual community meetings, pop-ups, intercepts, self-guided open houses, presentations to community and neighborhood groups, project website, online surveys, and online engagement tools. Joanna also served as the lead facilitator at all community workshops and General Plan Subcommittee meetings.

PlaceWorks helped lead a General Plan update that covered eight elements and ten large ideas within San Mateo that will guide the next 20 years of San Mateo. The General Plan was adopted on March 18 2024. The elements in the General Plan included Land Use, Circulation; Community Design and Historic Resources; Conservation; Open Space, and Recreation; Public Services and Facilities; Safety; and Noise.

Reference: Zachary Dahl, Deputy Director, Community Development Department, City of San Mateo | *650.522.7023* | *msandhir@cityofsanmateo.org*

Title 17 Zoning Code Comprehensive Update and Accessory Dwelling Unit Ordinance for Tuolumne County. Following adoption of the Tuolumne County General Plan in 2019, PlaceWorks assisted the County with a comprehensive update of the Zoning Code. The Zoning Code Update focused on changes needed to implement the

land use policy direction from the General Plan, including focusing growth and development into established communities, streamlining housing development, and promoting economic development in the county. The update also responded to new State law requirements, including recent legislation regarding housing production, accessory dwelling units, and other new residential requirements. Through the Zoning Code Update, PlaceWorks modernized the code and improved its user-friendliness and established a more logical and streamlined development review process. PlaceWorks worked closely with multiple committees, the Planning Commission, and Board of Supervisors to ensure the process aligned with County and Board priorities.

Reference: Quincy Yaley, Community Development Department Director, County of Tuolumne | *209.553.5961*| *Qyaley@co.tuolumne.ca.us*

Land Use Economics

Dana Point Economic and Market Profile for the City of Dana Point. Dana Point is essentially built out; economic growth and compliance with state housing law necessitates reuse, redevelopment, and/or intensification of existing buildings and developed areas. As a precursor to a general plan update, the Economic and Market Profile provided a common factual foundation for discussing trade-offs between various types of development in a limited number of opportunity areas.

The profile's economic analysis elucidated the economy in Dana Point and quantified the current and projected market demand for office and industrial development for 5-, 10-, and 20-year horizons. The retail market demand analysis projected demand for retail stores, personal services, dining, lodging, entertainment, and commercial recreation and identified strategies to capture leaked retail spending and attract more consumer spending from beyond the city. The profile also included a residential market demand analysis describing the current residential market and how Dana Point participates in the regional market. Finally, the report analyzed several opportunity sites to determine the types of development that would be financially feasible.

Reference: Kelly Reenders, Assistant City Manager/Economic Development & Community Services Director, City of Dana Point | *949.248.3500* | *kreenders@danapoint.org*

Housing for Middle-Income Households for the City of Elk Grove. During its housing element update, Elk Grove asked why the market was not producing missing-middle housing types and how well the market provided housing for middle-income households. PlaceWorks' market analysis summarized trends that influenced demand, described the regional market of middle-income households, and analyzed the development feasibility of missing-middle housing products.

PlaceWorks analyzed the financial feasibility of 12 types of missing-middle housing with densities of 10.2 to 30 units per acre. The analysis found that small lot/small detached products would be affordable to 50.2 percent of middle-income households. The other 11 product types would not be affordable to the majority of middle-income households.

The report recommended:

- Establish standards for small-lot middle-income housing.
- Establish landscaped open space standards for middle-income housing.
- Limit unit sizes for middle-income housing.
- Reduce development fees for middle-income housing.
- Expand first-time home buyers to include middle-income households.
- Promote regional housing development for middle-income households.

Reference: Christopher Jordan, Director, Strategic Planning and Innovation, City of Elk Grove | *916.478.2222* | *cjordan@elkgrovecity.org*

Riverside County SED Analysis for the Western Riverside Council of Governments. Over the course of three projects, PlaceWorks analyzed land use and socioeconomic data for the entirety of Riverside County. The first project disaggregated and analyzed socioeconomic data from the Southern California Association of Governments' (SCAG)

Tier 2 Traffic Analysis Zone (TAZ) geography so that they could be distributed among the County's much-smaller Tier 3 TAZs. The process hinged on PlaceWorks' ability to associate each of the 40 socioeconomic factors—from household size to type of employment—with existing land uses whose data we compiled from city and county sources. The TAZ land use data later became the foundation of the Riverside County Transportation Model.

For the second and third projects, we analyzed the future conditions based on planned land uses in county and city general plans and mapped them to the Tier 3 TAZs. After validating the distributions, we analyzed the future condition dataset compared to SCAG's projections in Tier 2 TAZs to identify "hotspots." These were TAZs where SCAG's projected growth was not feasible because, for example, the TAZ was already built out or was planned for different land uses. The TAZ data, including hotspots, were then depicted visually in an ArcGIS Web App so that jurisdiction staff could review the results. PlaceWorks also met with multiple jurisdictions to explain the analysis in greater detail before delivering the final data package.

Reference: Chris Tzeng, Program Manager, Western Riverside Council of Governments | *951.405.6711* | *ctzeng@wrcog.us*

Environmental Review

808 Alameda de las Pulgas Townhome Development EIR for the City of San Carlos. PlaceWorks led a multidisciplinary team to complete environmental review of an 87-unit townhome development in San Carlos, California. The project site is a nearly undeveloped wooded hillside that includes a natural spring. The location required careful analyses of hydrological and stormwater runoff, geology and soil stability, viewshed impacts, and biological resources, including rare plant surveys. The PlaceWorks team performed thorough historical and subsurface cultural analyses to assess potential impacts related to existing structures on the site and the previous use of the site as a bottled water facility. In addition, a second planned townhome development on the adjacent hillside property required careful cumulative assessments of traffic, connectivity, emergency access, and safety. PlaceWorks staff is currently conducting the environmental review for this adjacent development, as well as providing staff support to the City of San Carlos to manage the project. The 808 Alameda de las Pulgas Townhome Development Project EIR was selected by the California AEP for the 2024 Merit Award under the Environmental Analysis Document category.

Reference: Lisa Costa Sanders, Principal Planner, City of San Carlos | *650.805.4207* | *lcostasanders@cityofsancarlos.org*

Stanford University Belmont Campus EIR for the City of Belmont. In 2022, Stanford University submitted an application to the City of Belmont for a Conceptual Development Plan and Development Agreement to renovate and revitalize over a phased, 30-year timeframe a 45-acre campus that was formerly home to Notre Dame de Namur University. PlaceWorks served as the prime consultant to prepare the Environmental Impact Report until February 2025, when Stanford University opted to step away from the option to purchase the site. PlaceWorks provided thorough peer review of technical studies provided by the university's consultant team, prepared and published the Draft EIR, and conducted the scoping and public review processes. Key issues analyzed include aesthetics, air quality, biological resources, and historic resources.

Reference: Laura C. Russell, AICP, Deputy Community Development Director | *650.595.7437* | *lrussell@belmont.gov*

Westport Mixed-Use Project Environmental Impact Report and Addendum for the City of Cupertino. PlaceWorks prepared an EIR for a residential mixed-use project. The 8.1-acre project site was identified as Priority Housing Element Site A3 (The Oaks Shopping Center) in the City of Cupertino General Plan (Community Vision 2015-2040). The site was developed with a one-story shopping center (The Oaks Shopping Center) consisting of five buildings occupied with retail stores, restaurants, and offices, which were built between 1973 and 1976. Existing development on the site consisted of an approximately 71,250-square-foot shopping center that was 85 percent occupied. The project demolished the existing buildings on-site and constructed 18 new buildings, that included 242 residential units and 20,000 square feet of retail space, as well as below- and at-grade parking, and associated landscape and hardscape areas. The residential component consisted of 3 rowhouse buildings, 13 townhouse buildings (attached

homes), and 2 mixed-use (residential and retail) buildings, including market-rate units and senior housing. The retail component is on the ground level of the two mixed-use residential buildings. The project generates fewer vehicle miles traveled (VMT) than the prior conditions and therefore creates less water demand, fewer GHG emissions, less noise from vehicles, and fewer air quality pollutants. The EIR included mitigation measures for construction-related impacts associated with air quality, biological resources, and cultural resources. Following certification of the EIR and approval of the project, the applicant made minor modifications to the project which included the removal of the subterranean parking and the addition of more residential units. PlaceWorks prepared an Addendum to the EIR to evaluate the impacts of the modified project.

Reference: Gian Martire, Senior Planner, City of Cupertino | *408.777.3319* | *gianm@cupertino.org*

Housing Program and Policies

Solano County REAP Collaborative and 2023-2031 Solano County Multijurisdictional Housing Element Preparation for the Solano Transportation Authority. Solano County Transportation Agency contracted with PlaceWorks in 2021 to manage the Solano County Regional Early Action Plan (REAP) Collaborative which included the cities of Benicia, Dixon, Fairfield, Rio Vista, Suisan City, Vacaville, Vallejo, and unincorporated Solano County. The first task for the REAP Collaborative focused on preparing regional sections for all the cities and the county for their State required Housing Element updates. This work included preparing a regional housing needs assessment, regional fair housing assessment, and completing outreach efforts that consisted of a countywide survey, and community meetings via zoom allowing residents from across the county to participate. Each city and the county were able to incorporate these three regional sections into the 2021- 2029 Housing Element. As a part of this work effort PlaceWorks also assisted with preparing housing elements for the cities of Benicia, Dixon, Rio Vista, Suisan City, Vacaville, Vallejo, and unincorporated Solano County. Each cities' Housing Element includes an individual site inventory, a local analysis of fair housing, an analysis of governmental and non-governmental constraints, and policies and programs specific to address the housing needs of each community. As a part of the Housing Element update process PlaceWorks acted as the liaison with the California Department of Housing and Community Development (HCD) to ensure each Housing Element met all statutory requirements. PlaceWorks also prepared the accompanying CEQA document for each housing element update. Once the cities and the county wrapped up their housing element updates the Collaborative transitioned into assisting with Housing Element implementation. These tasks included providing the jurisdictions with updated zoning code amendment language to address new state laws. Hosting a countywide Planning Commission training to get up to speed on new laws and share ideas. PlaceWorks also worked with Solano Economic Development Corporation to host a countywide developer forum and partnered with the Housing Collaborative to create a countywide ADU resource webpage. REAP 2.0 tasks for the Collaborative include a prohousing assessment for seven of the eight jurisdictions, a GIS based APR tracker to assist with annual housing element progress reports and tracking no net loss and an affordable housing forum.

Reference: Robert Z. Guerrero, Director of Planning, Solano Transportation Authority | *707.399.3211* | *rguerrero@sta.ca.gv*

Benicia Housing Element Implementation for the City of Benicia. PlaceWorks prepared the general plan amendment and rezoning necessary to enable the City to meet the affirmatively furthering fair housing (AFFH) requirements associated with HCD's compliance direction for the 6th cycle Housing Element. The project required creating a new land use designation and zone district for one of the Housing Element sites identified in the Housing Element EIR. The project was preceded by a detailed development potential review of three other project sites before the Council selected the project site.

Reference: Jason Hade, Planning Manager, City of Benicia | *707-746-4277* | *Jhade@ci.benicia.ca.us*

Grant Applications and Management

Transformative Climate Communities Richmond Rising for the City of Richmond. PlaceWorks supported the City of Richmond by coordinating the City's application to Round 4 of the Transformative Climate Communities grant program managed by the California Strategic Growth Council. PlaceWorks also assisted with the post-award consultation process after the successful application, as well as supported City staff through the launch of the grant. By ensuring that each of the six partners and 15 community-led, climate-centered projects was able to navigate the State's grant processes, PlaceWorks helped the City secure and begin implementation of a $35 million grant.

Reference: Lina Velasco, Director of Community Development | *510.620.6841* | *Lina_Velasco@ci.richmond.ca.us*

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4. Resumes

Provide summary resumes of key professional personnel

4.1. Resumes*

Please upload all resumes here

PlaceWorks_Resumes.pdf

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5. Pricing Proposal

The Pricing Proposal shall be for the provision of all Services under the PSA. The Pricing Proposal shall comply with the following requirements:

1. PRICING PROPOSAL. A not-to-exceed dollar amount for all basic services required under the PSA, based on the parameters set forth in this RFP and the PSA. If Respondent believes other parameters are required to provide a not-to-exceed amount, Respondent shall specifically identify them in its Pricing Proposal.
2. REIMBURSABLE EXPENSES. All reimbursable expenses must be included in the not-to-exceed proposed price.
3. ADDITIONAL SERVICES. Billing rates for additional services.
4. OVERTIME. Overtime must be included in Respondent's not-to-exceed proposed price.
5. TRAVEL. Travel time must be included in Respondent's not-to-exceed proposed price.
6. SIGNATURE. The handwritten or digital signature of the Respondent.

5.1. Upload pricing proposal here*

PlaceWorks_Pricing_Proposal.pdf

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6. Prior Litigation / Claims

1. Provide a description of any litigation or claims threatened or filed, or filed then settled, against Respondent in the past five years. Provide a description of any litigation or claims threatened or filed by your firm, or filed then settled, in the past five years. If the litigation or claim has been resolved, describe the resolution. If the litigation or claim is pending, describe the status.
2. Respondent must also provide a list of all projects for which Respondent failed to complete any work awarded, with explanation of circumstances.

6.1. Litigation Claims*

Provide a description of any litigation or claims threatened or filed, or filed then settled, against Respondent in the past five years. Provide a description of any litigation or claims threatened or filed by your firm, or filed then settled, in the past five years. If the litigation or claim has been resolved, describe the resolution. If the litigation or claim is pending, describe the status.

PlaceWorks does not have any bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations, foreclosures, or similar actions pending.

In March of 2021, PlaceWorks was named in a cross-complaint, and a settlement was reached and the lawsuit was dismissed with no admission of fault on our part in March of 2024. The original complaint was filed in 2019 against the City of Oakland for breach of contract by Flatiron West Inc., the general contractor for the Embarcadero Bridge Replacement project. The City of Oakland cross-complained against T.Y. Lin International Group and AECOM in July of 2020. T.Y. Lin/AECOM subsequently filed a cross-complaint against DC&E/PlaceWorks. DC&E was acquired by PlaceWorks in 2011, and our preconstruction planning role on the project ended in 2007.

6.2. Failed Project Completions*

Respondent must also provide a list of all projects for which Respondent failed to complete any work awarded, with explanation of circumstances.

n/a

7. Financial and Related Information

1. Respondent is required to demonstrate that it is financially qualified to undertake the Services defined by this RFP. If selected, a proposing firm shall supply reviewed financial statements for the last 3 fiscal years if requested by the City.
2. Respondent must also provide a letter from its insurance broker attesting to the willingness to provide the required insurance coverages described in the Professional Services Agreement.

7.1. Audited and/or reviewed financial statements*

Respondent is required to demonstrate that it is financially qualified to undertake the Services defined by this RFP. If selected, a proposing firm shall supply, upon request, reviewed financial statements for the last 3 fiscal years if requested by the City.

☑ Confirmed

7.2. Letter from its insurance broker*

Respondent must confirm they're willing and able, upon request, to provide a letter from its insurance broker attesting to the willingness to provide the required insurance coverages described in the Professional Services Agreement.

☑ Confirmed

8. Discretionary Supplemental Materials

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.

8.1. Discretionary Supplemental Materials

Please upload all Supplemental Materials here

No response submitted

9. Agreement Requirements

9.1. Vendor hereby agrees to sign Professional Services Agreement substantially similar to the form of Professional Services Agreement attached to the RFP, or has attached proposed modifications to the form of Professional Services Agreement as an upload to this confirmation of Acceptance.*

☑ Confirmed

9.2. Proposed Changes to Professional Services Agreement Terms

If Vendor has proposed changes to the Professional Services Agreement, you must attach them to this upload, using strikeout or underline format.

No response submitted

9.3. MyCOI Registration for Insurance Tracking*

Vendor hereby acknowledges that if they are selected, they will register with the City's digital insurance tracking platform, MyCOI, and are responsible for ensuring their insurance documentation is correctly uploaded to the system, whether by the Vendor or its insurance agent. Registration invite will be sent during agreement approval stage.

☑ Confirmed

10. Forms

10.1. Proposal Authorization Form*

Please upload a signed Proposal Authorization form (Attachment D) here

PlaceWorks_Proposal_Authorization_Form.pdf

10.2. Materials Upload

You may use this area to upload a copy of your full submission packet, or any other miscellaneous materials. However please note, you will still need to fully answer all other questions and upload requirements to be deemed a responsive bidder.

No response submitted

Docusign Envelope ID: 471E22E2-1D1A-4F56-8924-7BB96143ABFC

Pricing Proposal

PlaceWorks' hourly rate sheet is shown in Table 1, followed by our administrative costs in Table 2. Our rates increase by a small percentage each year, and if selected, PlaceWorks can provide rates for subsequent years. For on-call services, we are flexible in adjusting our rates depending on the duration of the contract. We bill on a monthly time-and-materials compensation schedule.

Table 1. PlaceWorks 2025 Standard Fee Schedule

Staff Level	Hourly Bill Rate
Principal	$210-$345
Associate Principal	$195-$285
Senior Associate II	$170-$270
Senior Associate I	$160-$235
Associate II	$135-$200
Associate I	$125-$185
Project Planner	$105-$175
Planner	$90-$155
Graphics Specialist	$90-$165
Administrator	$135-$245
Clerical/Word Processing/Technical Editor	$45-$170
Intern	$80-$125

Subconsultants are billed at cost plus 10%.
Mileage reimbursement rate is the standard IRS-approved rate.
Possible Yearly Increase of 5% on bill rates.

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Table 2 Document Reproduction and Other Direct Costs

Item	Cost	Unit
Mileage	at current IRS reimbursement rate	
Postage	at cost	
Black/White Copies, Scans & Prints	$0.10	per side of 8½" x 11" paper
Color Copies, Scans & Prints	$0.80	per side of 8½" x 11" paper
Black/White Copies, Scans & Prints	$0.20	per side of 11" x 17" paper
Color Copies, Scans & Prints	$1.60	per side of 11" x 17" paper
Large Scale Scanning	$4.00	per square foot
Black/White Plotting	$0.75	per square foot
Color Plotting	$10.00	per square foot
Flash Drives	$5.00	each
Urban Footprint	$500.00	each use/project
PA System	$100.00	each PA system/project/day
Microphone Rental	$25.00	each microphone/project/day
Noise Equipment Fee	$200.00	each noise monitor/project
AERMOD Software	$200.00	each use/project
Survey Monkey	$300.00	each user/project/year
Survey Monkey (Premium Account-No Advertising)	$1,500.00	each user/project/year
Website Hosting and Management	$420.00	each project/year (add-ons billed at cost)
Traffic Analysis Software	$200.00	each use/project
SoundPlan Software	$500.00	each use/project
Tablet	$75.00	each tablet/project/day
LCD Screen	$100.00	each LCD screen/project/day
Projector	$175.00	each projector/project/day
Projector Screen (Premium)	$250.00	each premium project screen/project/day
Projector Screen (Regular)	$150.00	each regular projector screen/project/day
GIS Software - Minor Use on a Project	$100.00	per project
GIS Software - GIS Contracts	$150.00	per project
GIS Software - Major Use on a Project	$300.00	per project
iPad Podium	$50.00	each podium/project/day
Digital Camera	$50.00	each camera/project/day
Laptop	$125.00	each laptop/project/day
Easel	$20.00	each easel/project/day
EMF Meter	$150.00	each EMF meter/project/day
Light Meter	$150.00	each light meter/project/day
Cart	$35.00	each cart/project/day
Chairs	$50.00	each chair/project/day
Tables	$75.00	each table/project/day
Sand Bags	$75.00	each sand bag/project/day
Easy-Up Outdoor Tent	$75.00	each tent/project/day

Respectfully submitted,

Mark Teague, AICP
Managing Principal

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26-016

PROFESSIONAL SERVICES MASTER AGREEMENT (ON-CALL PLANNING)

BETWEEN

CITY OF BENICIA AND

Raimi + Associates

This Professional Services Master Agreement ("Agreement") is dated July 1, 2025, and is by and between the City of Benicia, a political subdivision of the State of California ("CITY") and Raimi + Associates, a California Corporation located at 1900 Addison St, Suite 200, Berkeley, California 94704, licensed to do business in California, ("CONTRACTOR") relating to Raimi + Associates - Planning Master Service Agreement (FY26-27) Services (“Services").

1. Agreement

1.1. 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 by the City Manager, or designee who is hereby authorized to execute any Task Order and issue a Notice to Proceed, without further action by the City Council, provided the Task Order is within the total authority of this Master Service Agreement. Amendments to this Master Service Agreement require City Council approval.

Services may include, but not be limited to:

A. Long-Range Planning Policy and Strategies

B. Housing Programs and Policies

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.

1.2. Term of Agreement

A. This Agreement will conclude on June 30, 2027 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.

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1.3. 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.

1.4. Compensation

CONTRACTOR shall be compensated, a total value not to exceed $325,000 under this agreement for services rendered under Section I, as more particularly described in authorized Task Orders and/or Rate Schedule attached as Exhibit B, in accordance with the terms and conditions included therein.

CONTRACTOR may update its Rate Schedule on an annual basis not to exceed 5% or the current year's February change of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Francisco-Oakland-Hayward, CA index, whichever is lower, and must seek CITY's authorization for rate changes. 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.

1.5. 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 in excess of $1,000.00, where prevailing wages are required by 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 City's Public Works 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 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. CONTRACTOR shall comply fully with Labor Code Section 1777.5 in the hiring of

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apprentices for work relating to the Agreement. If the Agreement exceeds $2,000 and is funded with federal funds, then CONTRACTOR shall pay federal Davis Bacon wages and comply with applicable federal requirements.

B. 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.

C. CONTRACTOR, where applicable, 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.

1.6. Indemnification

A. **Defense, Indemnity and Hold Harmless**: Consistent with Civil Code section 2782.8, and subject to the limitations described below, 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.

1. Notwithstanding the above, in the event the Indemnitees, individually or collectively, are made party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, the duty to indemnify does

not include the duty to provide an upfront immediate defense against unproven claims or allegations. Contractor will reimburse Indemnitees its reasonable defense costs caused by Contractor's negligence not to exceed its proportionate percentage of fault and as awarded by a court or arbitrator of competent jurisdiction. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

B. **Patent Rights, Copyright, Trade Secrets:** CONTRACTOR 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.

C. **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 artd will survive termination of this Agreement.

D. **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.

E. **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.

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F. **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.

G. **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 al I 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

1.7. Standard of Performance

CONTRACTOR represents to CITY that the Services will be performed consistent with but limited to, that degree of skill and care ordinarily used by other reputable members of Consultant's profession, practicing in the same or similar locality and under similar circumstances. Nothing in this Agreement shall be interpreted to require CONTRACTOR to meet any higher standard of care, and this paragraph shall control over any such contrary provision. CONTRACTOR makes no warranties, guarantees, express or implied, under this Agreement or otherwise in connection with CONTRACTOR's services.

1.8. 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.

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1.9. 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.

1.10. Termination

CITY or CONTRACTOR 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 based on a final invoice from the CONTRACTOR.

1.11. 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 I 101, 1102and1102.1; 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.

1.12. 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.

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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. § l8700(a) (2))

1.13. 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.

1.14. Compliance With Laws

CONTRACTOR shall endeavor to 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. However, the Parties acknowledge, understand and agree that while timely completion of any task is of critical importance to CITY. CONTRACTOR's services shall be performed as expeditiously as is consistent applying professional skill, judgment and care and taking into account an orderly progress of the Project that is within CONTRACTOR's control.

1.15. 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.

1.16. 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.

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1.17. 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.

1.18. 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.

1.19. 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.

1.20. 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.

1.21. 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: Stacy Hofacre

Senior Management Analyst

shofacre@ci.benicia.ca.us

To Contractor: Matt Raimi

President/CEO

matt@raimiassociates.com

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1.22. 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.

1.23. 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.

2. Insurance Requirements

2.1. INSURANCE REQUIREMENTS

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated July 1, 2025, by and between Raimi + Associates, hereinafter referred to as "Contractor", and the City of Benicia, hereinafter referred to as "City", providing for professional services.

2.2. 1. Contractor's Duty to Show Proof of Insurance

Contractor, 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 Contractor's acts, errors, or omissions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Contractor shall not perform any work under this Agreement until Contractor 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, Contractor 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, Contractor 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. Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or City as an additional insured.

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2.3. 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 Contractor'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. Contractor 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.

2.4. Workers' Compensation Insurance

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

2.5. 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 claim and two million dollars ($2,000,000) aggregate.

2.6. 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.

2.7. Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Contractor, at Contractor'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.

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2.8. Insurance terms and conditions:

3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Contractor shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Contractor 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. Contractor 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 Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor 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 Contractor is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Contractor'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 Contractor'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 Contractor 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 Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor. City, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Contractor agrees to reimburse City for

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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 Contractor 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 Contractor and its Subcontractors shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Contractor's fees under this Agreement (and the fee of its Subcontractors under Subcontractor agreements) shall be reduced by the amount of insurance premiums that may be avoided by Contractor and its Subcontractors 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 Contractor's and Subcontractors policies. Construction Manager and its Subcontractors shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

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

"Raimi + Associates" By: DocuSigned by: Simran Malhotra 6/12/2025
738FBD6536F74D6...
Simran Malhotra

Its: Vice-President

"City" By: _____

Its: _____

"Department" By: _____

Its: _____

"City Attorney" By: _____

Its: City Attorney

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Exhibits List

A - Scope of Work

B - Raimi Pricing Sheet_2025

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Exhibit A

Scope of Work

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raimi+ associates

PROPOSAL SUBMISSION FOR THE

City of Benicia

On-Call Planning Services

4.3 Long-Range Planning Policy and Strategies and 4.7 Housing Programs and Policies

RFP# 25-063

April 7, 2025

Submitted by

raimi+ associates

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Proposal submittal to the City of Benicia for On-Call Planning Services

4.3 Long-Range Planning Policy and Strategies and 4.7 Housing Programs and Policies

RFP# 25-063

April 7, 2025

Submitted by Raimi + Associates

Contact

Matt Raimi
Principal
matt@raimiassociates.com
510.200.0520

BERKELEY
1900 Addison Street, Suite 200,
Berkeley CA, 94704
510.666.1010

LOS ANGELES
448 South Hill Street, Suite 512,
Los Angeles CA, 91003
213.599.7670

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Cover Letter

Stacy Hofacre
Permit Services Analyst
Attention: Community Development Department
250 E L Street
Benicia, CA 94510

Subject: Cover Letter for On-Call Planning Services

Raimi + Associates (R+A) is excited to submit our proposal to the City of Benicia regarding its request for On-Call Planning Services.

Established in Berkeley, CA in 2006, R+A is an award-winning multidisciplinary firm that brings to all projects a unique specialty in community planning emphasizing health, equity, sustainability, authentic engagement, and high-quality urban design. R+A has worked extensively across California and the Bay Area. Our recent and ongoing Bay Area experience includes general plans for South San Francisco, Petaluma, and East Palo Alto, area plans, notably the North Walnut Creek Downtown Specific Plan, Downtown Watsonville Specific Plan, and Sunnyvale Moffett Park Specific Plan, objective design standards for the cities of Palo Alto, Milpitas, and Marina, and housing elements for the cities of Berkeley, Milpitas, and Petaluma, and multiple community engagement efforts.

We are requesting that we be considered for the following categories of professional services:

4.3: Long-Range Planning Policy and Strategies

4.7: Housing Programs and Policies

R+A has a talented team with expertise in comprehensive and community planning, urban design, land use policy and analysis, GIS mapping, community engagement, public health, sustainability, and graphic design to support the City on a variety of project needs. We are confident that our strengths and core competencies in planning, zoning, urban design, and community engagement will align well with the needs of the City of Benicia.

We have reviewed the City of Benicia Professional Services Agreement and we can comply with the requirements except as noted in the Professional Services Agreement Proposed Modifications section of this proposal and the separately uploaded document proposing changes to the Agreement. If you need any additional information, please do not hesitate to ask. Thank you for the opportunity to submit our qualifications.

Sincerely,

Matt Raimi
Founder + Principal
matt@raimiassociates.com
(510) 200-0520 x1001

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Firm Profile

Firm Description

Raimi + Associates, an S-Corporation established in 2006, is an award-winning multidisciplinary urban design, planning, policy, and research firm with offices in Berkeley and Los Angeles. Over the years, we have served dozens of communities in California and across the nation as trusted advisors, skilled practitioners, imaginative problem solvers, and effective communicators. We help communities achieve their long-term visions by listening to and learning from ordinary people, partnering closely with our clients, and relying on our keen eye for place.

Our firm's planning and urban design expertise is complemented and informed by our focus on public health, equity, sustainability, and program evaluation. To address the complexity of communities, Raimi + Associates integrates a host of interrelated subjects — land use and design, sustainability and green building, public health and social equity, and public engagement and visioning — into planning and social research efforts at a variety of scales. Our work focuses on six practice areas:

- **COMPREHENSIVE PLANNING**, including citywide general and comprehensive plans, community plans, TOD plans, and vision plans.
- **URBAN DESIGN + AREA PLANNING,** including specific plans, neighborhood plans, vision plans, urban design studies, form-based codes, design guidelines, zoning codes and corridor plans.
- **PUBLIC HEALTH + EQUITY,** including health and environmental justice elements and policy, community wellness surveys, Health Impact Assessments (HIAs), Health in All Policies Initiatives (HiAP), mapping and analysis, and healthy development checklists.
- **SUSTAINABILITY + CLIMATE CHANGE**, including climate action plans, GHG emissions inventories, LEED-H, LEED-ND, and LEED-CC certification, and sustainability policy and analysis.
- **EVALUATION, ASSESSMENT + STRATEGIC PLANNING**, including community assessments, impact and developmental evaluation, and organizational strategic planning.
- **ENGAGEMENT, COMMUNICATION, + TECHNICAL ASSISTANCE,** including community engagement programs, meeting facilitation, policy/program strategy, skills training, branding, graphic design, and website design.

Whether it's updating a city's comprehensive plan, developing health and sustainability objectives, creating a targeted neighborhood retrofit plan, guiding a project through the green building process, or generating a vision for a multi-jurisdictional corridor, we think holistically and examine the physical, environmental, health, and socioeconomic challenges of planning and design. This approach allows us to successfully develop, assess, and implement community plans, implementation programs, community outreach strategies, and policy framework for the cities and communities we work in.

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Planning Approach

"Place-Based" Approach

R+A structures comprehensive plan processes and content based on the specifics of place, recognizing that each area of the town is unique and serves a specific role in the community. We will consider Benicia's components – its neighborhoods, corridors, and center – and work with the community to identify where future change should and should not occur. This "place-based" structure will form the basis for any land use analysis and then area-specific goals, policies, and programs.

Authentic Engagement

Our approach is "meet people where they are" by engaging a wide variety of residents and groups – not just those that are typically involved in planning – using methods that are convenient for them. We develop systematic community engagement strategies that outline a transparent process, identify key populations throughout the city to strengthen existing bridges between residents and decision-makers, and ensures that the community feels ownership of the Plan moving into the future. Key is to use easy-to understand materials and to offer a wide array of ways to participate in the process – social media, online surveys, large and small group meetings, strategies for "going to the people."

Environmental Justice

R+A was founded for the specific purpose of integrating health and equity into the planning process. R+A has prepared dozens of reports, studies, and plans that address the intersection between planning, health and equity. Notable documents are the Plan for a Healthy Los Angeles, the first guidance document on incorporating health in California general plans ("How to Create and Implement Healthy General Plans" with ChangeLab) and nationally recognized publication on health and climate change for the US Sustainability Directors Network (USDN). With our long history guiding us, we will weave health, environmental justice, and equity considerations into General Plan Updates to ensure positive outcomes can be generated through coordinated land use and transportation planning, economic development, pollution reduction, and public facilities siting, among other strategies.

Technical Expertise

We bring impeccable professional credentials to the project. R+A is an established leader in comprehensive planning and environmental justice, and our team includes experts in land use and community design.

Implementation-focused

We craft plans with the primary users in mind – lay community members, City staff and decision-makers, and property owners and development professionals. We prepare plans that articulate a compelling vision, provide precise policy direction, and prioritize key implementation actions.

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Project Management Approach

At R+A, we specialize in managing large, complex projects. We regularly serve as the prime consultant for projects of all scales, and we are very comfortable leading projects with tight timeframes and those with multi-year schedules. Our approach includes the following key elements:

Commitment

Raimi + Associates is a mission-driven group of professionals. We are selective about the type of work we choose to pursue, and we care deeply about the success, quality, and impact of every project we agree to complete. When you hire R+A, you get a dedicated partner, and your projects are our top priority. We consider a contract to be an ethically binding agreement to provide the services we promised and are known for going out of our way to do so, even when it requires extra effort, flexibility, or coordination on our part. We have built our national reputation on delivering the highest quality work products and deliverables.

Senior-Level Experience

The project will be led by senior leadership who combine managerial expertise with advanced technical knowledge spanning a range of topics. We understand how to produce the highest quality deliverables, efficiently facilitate the workflow, and meaningfully engage stakeholders along the way. The principals we have put forth in this proposal will be the ones actually creating and coordinating the work you need. You will get personalized service and commitment, not a rotating cast of unfamiliar project managers.

Work as an Extension of Staff

We know from experience that management success turns on effective communication and a close working relationship between the consultant team and the client. Therefore, our goal is to form a seamless team with the client's staff, who have invaluable knowledge about the community, its stakeholders, and their vision. This approach works because our style is collaborative, personalized, flexible, and easy to work with. As a result, we have developed strong long-term relationships with clients throughout the state and across the country.

R+A will incorporate the City's Project Manager into project team working meetings to share ideas and create solutions to complex planning challenges. We commit to weekly or bi-weekly check-ins and a series of staff and team working meetings at critical junctions in the process.

Leverage the Value of Teamwork

Complex projects require extensive hands-on management and coordination of staff working across a wide breadth of topics through each phase of the project. Our principals leading the project know how to elicit efficient, thorough, and thoughtful work from our team and staff by creating and maintaining a collaborative work environment. Team members will be assigned to working groups responsible for technical topics, community engagement, and project management and administration. There will be some standing working groups, while others will be ad hoc or temporary, but all will have a designated lead who will both coordinate the group and liaise with other groups and leads. This approach works because of our well-established relationships within the team.

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Clear Roles and Project Organization

We also focus on clear roles and responsibilities. So that staff understand where they fit into the larger picture during each phase of the project, we identify primary responsibilities for technical analysis, product development, coordination, key interfaces, and decisions. A clear picture of accountabilities and relationships helps the project team work efficiently, reducing the time a project manager must spend revisiting and clarifying basic responsibilities.

R+A will use several tools to ensure that roles and responsibilities during each phase of the project are apparent to all team members. A team roster will describe each person's position, responsibilities, and working group assignments. To complement the roster, a project organization chart will show the positions within each working group and how they fit within the project structure. Finally, the project work plan will identify the specific work products that individuals and working groups are responsible for during each phase of the project.

Workflow Control

Our internal management processes ensure that resources are being activated and focused per the project scope to ensure maximum value and efficient delivery. These processes include a work breakdown structure, a work plan, a project schedule, specific task orders, and project status reports. The work breakdown structure is a visual diagram of the workflow between the interim work products needed to produce final project deliverables. To develop the work breakdown structure, we reverse engineer. This starts with an outline of the final project deliverables and how they will be used to advance implementation. Working backwards from there, the work breakdown structure divides the final deliverables into smaller, more manageable work products, shows dependencies among work products, and identifies the decisions and decision-makers associated with each work product and step.

The project schedule transposes the work breakdown structure onto the project timeline. It specifies timeframes for project work product development, client review, community engagement, and meetings. The project schedule is updated, as needed, throughout the duration of the project. Day-to-day operations are guided by the project work plan. The work plan translates the work breakdown structure and project schedule into a table showing specific tasks, work products, task leads, due dates, and task status. The work plan will be a living document, updated throughout the project process.

For each task in the work plan, the Project Manager drafts a task order with a detailed scope, staffing allocation, budget, and interim and final due dates. Monthly status reports summarize the project status by work product.

Quality Control

Quality control and quality assurance (QA/QC) procedures are ingrained in our production of technical materials as well as in our review and refinement of any sub-consultant work. The protocols conclude with the systematic, independent review of deliverables by qualified professionals not directly involved in production.

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Firm Capacity and Resources

Raimi + Associates employs 25 professionals in a wide array of specialties within the urban planning, design, and research sectors. We have the capacity and resources in-house to support the City of Benicia with the on-call planning services specified.

Prior Litigation

Since our founding in 2006, Raimi + Associates has never been involved in any litigation for any project. R+A has not failed to complete any work awarded.

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Qualifications and Expertise by Service Area

4.3: Long-Range Planning Policy and Strategies

R+A frequently works in areas that require a thoughtful and sensitive integration of land use policy, regulatory planning, and urban design. Over the past 18 years, R+A has worked closely with numerous City and County agencies to complete general plans, specific plans, design standards and guidelines, policy frameworks, visioning, implementation programs, and technical analysis. While we tailor our approach to each project, we think holistically. Each of our efforts addresses the dynamic between growth and land use change and brings to the forefront issues of diversity, equity, socioeconomic opportunity, public health, sustainability, and quality of life. Whether planning for a city, district, or street, we use proven urban design principles that foster pedestrian-friendly environments, human-scaled spaces, and attractive buildings in which companies, workers, residents, and visitors truly want to be.

Land Use and Urban Design Approach

R+A's approach to land use planning and urban design begins with an in-depth understanding of both the site and the existing physical, regulatory and political context. We do this through spatial analysis, a literature review of relevant plans and policies, engagement, evaluation of past planning efforts, and best practice research. Informed by community engagement processes, R+A then works to identify opportunities and constraints, upon which we develop planning and policy solutions that are contextualized to the needs and goals of the community.

In our area planning work, we frequently prepare project alternatives for consideration by the client, stakeholders and the community *(Figure 1)*. The alternatives consider and accentuate the differing priorities and allow for all parties to better understand the trade-offs associated with

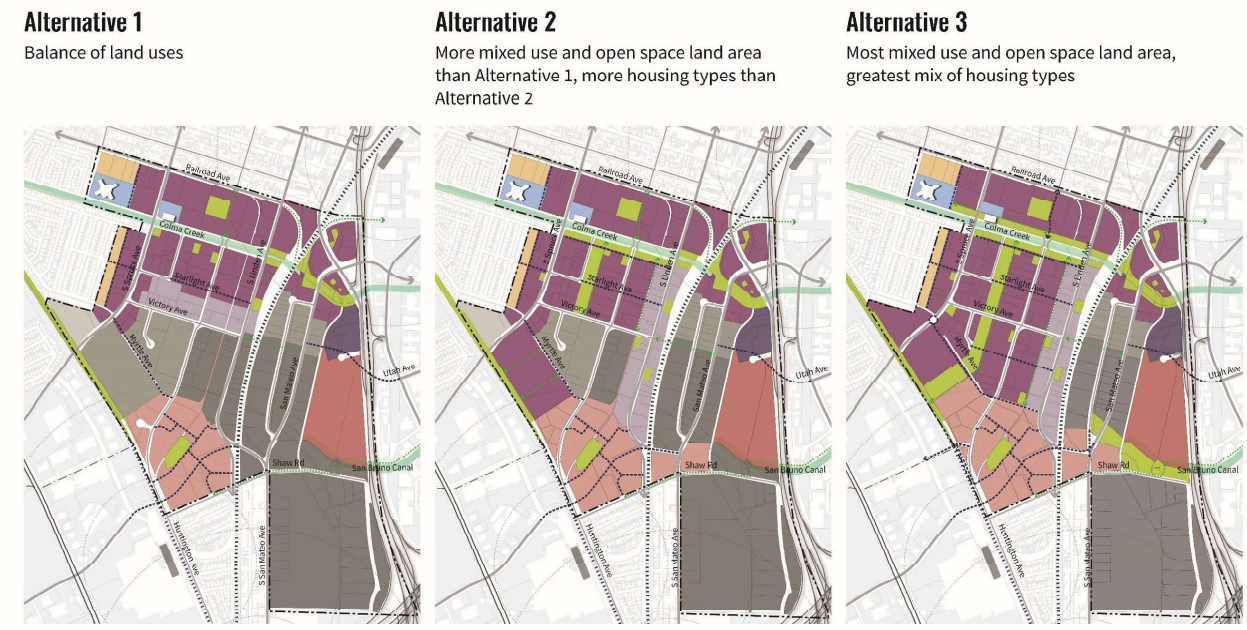

Figure 1 Lindenville Specific Plan Alternatives

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various goals, priorities, and community benefits in each option. Using educational tools and interactive activities, the R+A team then works to ensure that proposed alternative, plans, and policies are prioritized and refined by the community and are feasible for implementation.

Zoning Code and Urban Design Regulations Approach

Raimi + Associates has ongoing and recent experience preparing zoning code amendments, design guidelines, and objective design standards in many communities across the State. In our design standards and guidelines work, R+A's approach understands that to encourage high-quality, human-scaled, and context-sensitive design, standards need to consider development at multiple scales, from large scale strategies to fine-grained architectural strategies *(Figure 2)*. To complement development and design standards, R+A often pairs the standards with design guidance or intent statements that allow the code to elaborate on the purpose of specific design standards. Together, this approach ensures a simple, understandable, easy-to-use, and implementable policy that will result in high-quality design. Our approach also provides both certainty and flexibility to project applicants while allowing for a diversity of project design and ease of review for city staff.

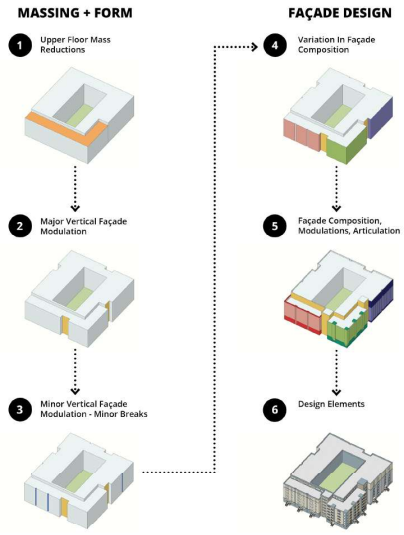

Figure 2 Palo Alto Objective Design Standards

Further, R+A staff have a thorough understanding of the development review process - from creating policies in General and Specific Plans to preparing codes and guidelines to master plans and building design projects. Our staff is trained in architecture to test the standards for how they result in a physical, built form and have the visual communication skills to translate complex regulations into visuals that the public can understand.

Community Engagement and Presentations

At Raimi + Associates, we believe that engaging the public and stakeholders in the decision-making process is essential for planning projects to be successful. R+A specializes in developing and implementing multi-faceted, inclusive and evolving community engagement tools and processes that are tailored to and integrated in each step of the development of a plan. At its core, our approach is "meet people where they are." We engage with a wide variety of residents and groups and prioritize the voices of those who have been historically excluded from the planning process. This approach has allowed us to build consensus on some of the most intractable challenges faced by communities.

Meeting facilitation is a cornerstone of our work. We provide meeting facilitation between community members, businesses, working groups, and decision makers. We regularly facilitate meetings on contentious issues with opposing groups through our planning, evaluation, and engagement work. Our team is skilled at managing conflict and guiding productive conversations around community development topics.

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Project Experience

Long-range planning is the cornerstone of R+A's community planning work, and we have led an impressive roster of general and area plans throughout the state over the past decade. Our firm has a proven ability to develop creative planning solutions that balance the preservation of existing quality of life with the need to accommodate new development, with an emphasis on health, equity, and sustainability. The following lists a selection of our project experience, followed by descriptions of select projects. More information is available in Appendix B: Supporting Documents.

R+A General and Area Plan Experience

- Petaluma General Plan Update
- East Palo Alto General Plan Update
- Marina General Plan Update
- South San Francisco General Plan Update*
- South San Francisco Lindenville Specific Plan
- Walnut Creek North Downtown Specific Plan
- Sunnyvale Moffett Park Specific Plan*
- Mountain View East Whisman Precise Plan*
- Mountain View North Bayshore Precise Plan*
- Downtown Watsonville Specific Plan*
- San Jose Diridon Station Area Plan
- Santa Clara El Camino Real Specific Plan
- Mountain View El Camino Real Precise Plan*
- Thousand Oaks Downtown Core Master Plan
- San Leandro Bay Fair TOD Specific Plan*

**Denotes APA award-winning plan*

Zoning Code Experience

- Culver City Zoning Code Update
- Indio Comprehensive Zoning Code Update
- Palmdale Comprehensive Zoning Code Update
- Fremont City Center Community Plan and Form-Based Zoning Code
- Beaverton, OR Downtown Design District Development Code
- Vancouver, WA Design Guidelines

Design Standards, Guidelines, and Visualizations Experience

- Walnut Creek Design Standards + Guidelines
- North Berkeley and Ashby BART Objective Design Standards and TOD Planning
- Milpitas Objective Design Standards
- Marina Objective Design Standards
- Palo Alto Contextual Design Criteria and Objective Design Standards
- Palo Alto Zoning Analysis

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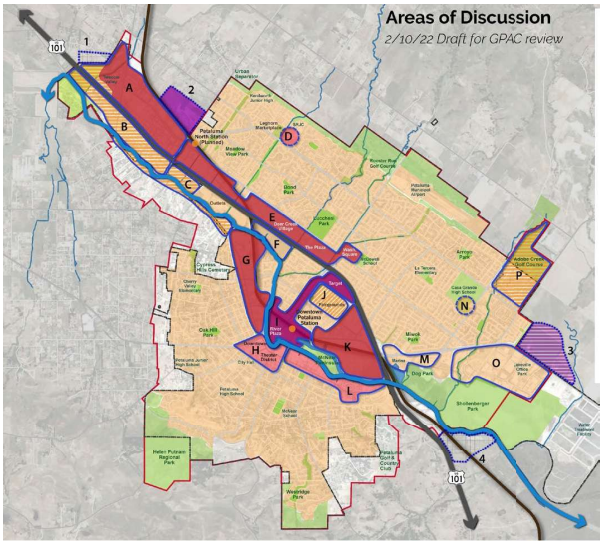
South San Francisco General Plan Update

Raimi + Associates led a multi-disciplinary team of consultants to prepare comprehensive updates for the City of South San Francisco's General Plan, Climate Action Plan, Environmental Impact Report, and Zoning Code. The City of South San Francisco is home to over 65,000 people with many family-friendly neighborhoods and beautiful parks. It is also the hub of the region's biotech industry and home to many other large employers.

Through a robust and inclusive community engagement process, the City and its partners engaged residents in a meaningful discussion about balancing economic development, sustainability, and quality of life. The General Plan Update covers a broad range of topics, including Land use + Community Design, Mobility + Circulation, Housing, Economic Development, Social Equity, Parks + Recreation, Conservation + Open Space, Public Facilities, Services + Infrastructure, Noise, Sustainability + Climate Change Adaptation, and Community Safety + Public Health. The completed General Plan includes a vision and guiding principles and a detailed implementation action plan, which was developed with City departments. The R+A team met with the City Council at study sessions and hearings throughout the process to ensure that the vision reflected the values and ideas of the community. The final General Plan, available in PDF format and as an interactive e-plan, is available here.

Petaluma General Plan Update



Raimi + Associates is leading a team of consultants to provide a comprehensive update to the City of Petaluma's General Plan, in addition to preparing a Climate Action and Adaptation Plan (CAAP). Located in Sonoma County, Petaluma is a vibrant river town known for its historic neighborhoods, agricultural traditions, and preserved open spaces. The General Plan Update and the CAAP will serve as a road map for the future of development in the city and address the community's concerns about climate change, affordable housing, and public health. For these reasons, Raimi + Associates is helping the City prepare a comprehensive update of the General Plan and its associated Environmental Impact Report. In addition to the nine topics mandated by the State, the General Plan Update will touch on additional themes such as economic development, health and equity, arts and culture, and sustainability and climate change. Throughout the process, Raimi + Associates will support City staff and residents in identifying and articulating the right path forward.

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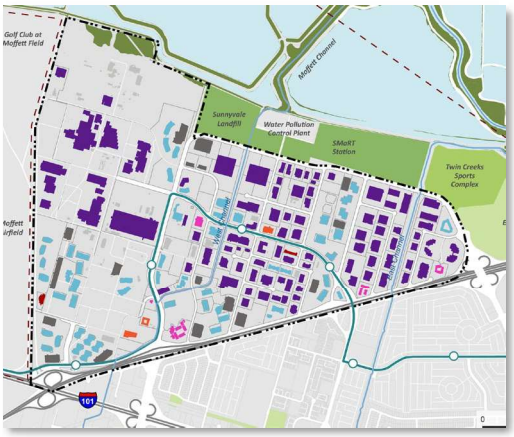
Moffett Park Specific Plan Update



Moffett Park represents a vital part of the City of Sunnyvale's economic and social identity, having for decades served as a pivotal business center for the region's high-tech demographic, while also providing recreational access to the San Francisco Bay and crucial conservation areas along the city's northern-most border. The Plan covers approximately 1,300 acres, including 20 million square feet of office and industrial space that is part of the lively mixed-use district. R+A, along with SE, DJP&A, BKF, and I&R, a team of diverse and creative thinkers, approached the area with a critical lens that balanced the preservation and continuity of existing infrastructure. The vision of creating an eco-innovation district is integrated into the Plan to steward the natural environment, enhance climate resilience, and support biodiverse native ecosystems and local community health. By collaborating with stakeholders, community members, and City Council members over the course of six interactive City Council study sessions, the Plan centers community voices, establishes community benefits, and identifies infrastructure needs for redevelopment to maximize utilization and long-term growth.

Walnut Creek Design Review Standards and Guidelines

R+A assisted the City of Walnut Creek with a comprehensive update of their Citywide Design Review Standards and Guidelines. The update addressed recent California State legislation, including SB330, requiring objective design standards for administrative approval of residential projects, as well as an optional discretionary pathway with design guidelines. Beginning with an extensive assessment of the existing design standards and guidelines, R+A took a critical look at how to transform existing subjective design guidelines into a comprehensive set of objective standards that both encourages sound design practices and balances the need for standardization with local context-based conditions. Standards and guidelines, as well as accompanying diagrams and graphics were developed for both residential and non-residential development projects, broken into two separate booklets. Each book covers a wide range of topics including site design and circulation, massing and articulation, frontage design, neighborhood compatibility, open space, landscaping, and parking, among others. The project included targeted educational outreach to the development community as well as usability testing of the draft standards and guidelines.

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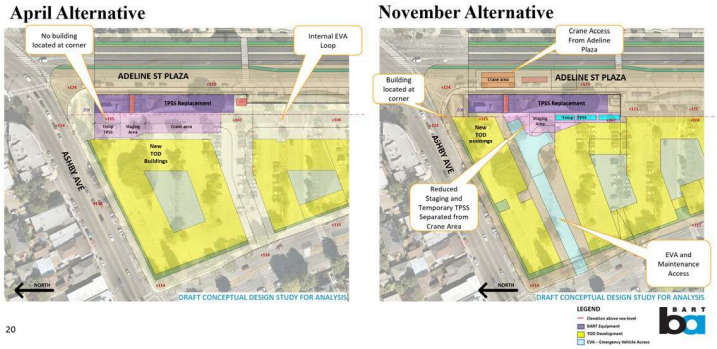
North Berkeley and Ashby BART Objective Design Standards and TOD Planning

Raimi + Associates is contracted with BART to support site analysis, develop a circulation framework, analyze development proposals, and write objective design standards for TOD Development at both North Berkeley and Ashby BART Stations. The North Berkeley project involved supporting the City of Berkeley in writing the Objective Design Standards in consultation with BART staff, the NBHP developer team, and architecture design teams. The Ashby Station work is underway and has involved in-depth design work and coordination on infrastructure and station emergency access. R+A has worked closely with BART Fire & Life Safety, Mechanical & Engineering, and Real Estate Development to work toward creative design solutions to complex problems to ensure quality design that meets community needs and expectations.

TPSS Access Comparison



Palo Alto Zoning Analysis

R+A worked with Lexington Planning and the City of Palo Alto to perform an analysis of proposed zoning changes in the downtown, mixed-use, and corridor zoning districts. The analysis included architectural models, floor plans, in-context renderings, and project statistics for three sites. Each site was modeled with existing zoning and proposed zoning controls. The analysis provided supporting information for decision makers to adopted zoning with increased density in the three zoning districts that supported the City's goal to increase housing in the high resource areas of Palo Alto.

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4.7: Housing Programs and Policies

Over the past few years, Raimi + Associates has worked on a number of housing policy and implementation projects throughout the State. These include Housing Elements, objective design standards, and housing overlay zones and zoning updates. This experience has resulted in a deep familiarity with the recent State legislation that affects the implementation of housing policy at the local level.

Project Experience

Petaluma Housing Element

Raimi + Associates, in collaboration with Veronica Tam Associates, helped the City of Petaluma draft its Housing Element Update for the 2023-2031 (Sixth Cycle) period. The comprehensive process examined housing needs, constraints, policy priorities, and strategies to facilitate new housing construction and preservation of existing housing to meet RHNA. As the City's housing plan, the Housing Element will guide decision-making around housing development and how best to meet housing needs inclusive of all incomes and special needs populations. Raimi + Associates also led an engagement process in conjunction with the General Plan Update process to gain insights and input from residents and stakeholders. The team hosted two interactive public workshops, a city-wide survey, and stakeholder interviews specifically for the Housing Element Update. The Housing Element was adopted by the City Council on March 20, 2023, and certified by the California Department of Housing and Community Development (HCD) on May 18, 2023.

Berkeley Housing Element and Corridors Zoning Update Project

Raimi + Associates, in collaboration with Veronica Tam Associates, prepared the 6th Cycle Housing Element for the City of Berkeley. The comprehensive process examined housing needs, constraints, policy priorities, and strategies to facilitate new housing construction and preservation of existing housing to meet RHNA. As the City's housing plan, the Housing Element will guide decision-making around housing development and how best to meet housing needs inclusive of all incomes and special needs populations. R+A led the sites inventory process by establishing site selection criteria and assigning realistic capacities. R+A also led the community engagement and overall project management. The Housing Element was adopted by the City Council on January 18, 2023, and certified by the California Department of Housing and Community Development (HCD) on February 28, 2023.

Following the adoption of the Housing Element, R+A began leading the Corridors Zoning Update Project as an implementation of the updated Housing Element. Three corridors were identified as priority areas in the Housing Element that are vital hubs for hosuing, commerce, and transit. This initiative aims to increase housing capacity, address development challenges, and promote equity while preserving the unique character of each corridor. Updating the zoning of these corridors ensures they remain accessible for housing and transit needs, reflect the community's values and aspirations, and continue to support local businesses and enhance quality of life.

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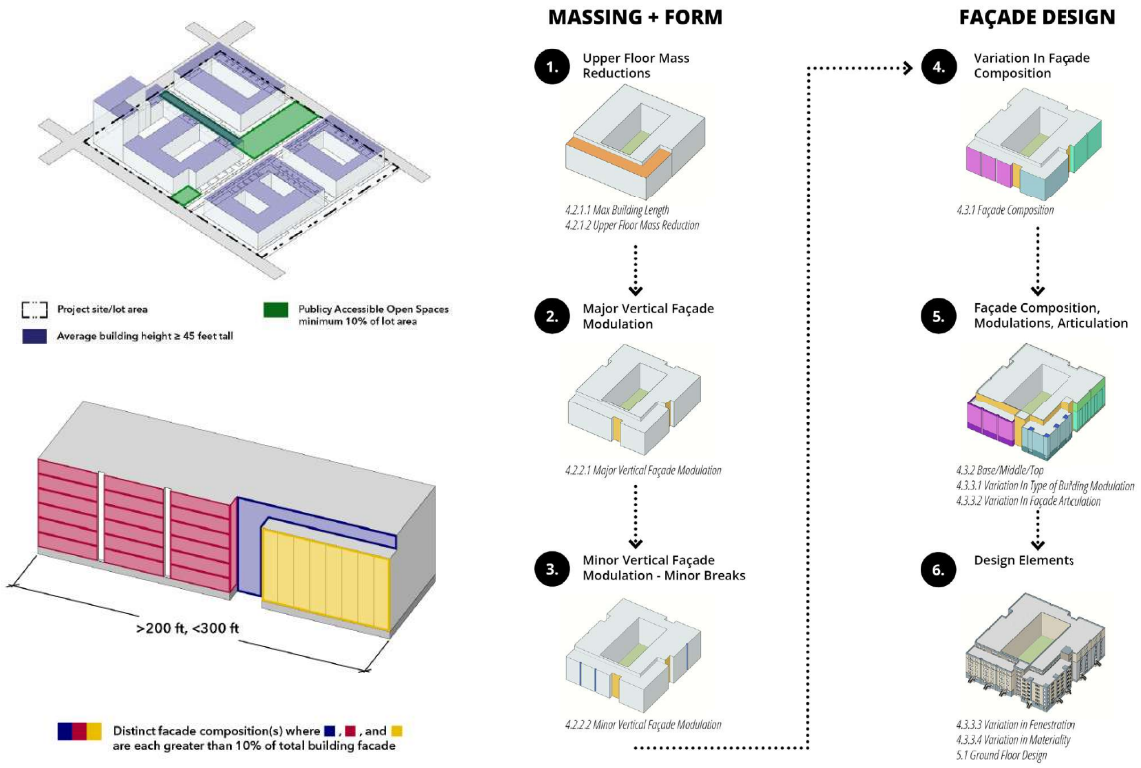
Milpitas Housing Element, Objective Design Standards, and Housing Opportunity Districts

The City of Milpitas retained R+A to develop the city's first Objective Design Standards for residential and mixed-use projects. Following the preparation of the City's 6th Cycle Housing Element, R+A is currently leading the Housing Opportunity Districts project. The project includes updating the zoning for the Town Center (TC) and Neighborhood Commercial Mixed-use (NCMU) land use designations of the General Plan to foster the development of mixed-use neighborhoods. The project aims to implement General Plan goals and policies, incentivize affordable housing, help meet current and future regional housing goals, support revitalization of aging shopping centers, and create a net positive on City revenue. The project will amend the General Plan land-use designation and draft new zoning standards for the NCMU and TC to include sub-districts to allow flexible and feasible mixed-use development.



Concord Affirmatively Furthering Fair Housing Rezoning Project

Raimi + Associates was retained by the City of Concord to work on the Concord Affirmatively Furthering Fair Housing Rezoning Project (Project) which implements Program 8.6 of the 2023-2031 Housing Element. Program 8.6 aims to rezone a minimum of 20 acres of land in moderate- and high-resource areas of the City to accommodate at least 1,000 additional multi-family housing units accessible to lower-income households. The project includes identifying sites, preparing rezoning alternatives, developing General Plan and Zoning Amendments for the preferred rezoning alternative, conducting an environmental impact report, facilitating community engagement, and offering additional services to implement the rezoning.

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Downtown Watsonville Specific Plan and 6th Cycle Housing Element Implementation

R+A worked with the City of Watsonville and a multi-disciplinary team to create a vision for Downtown Watsonville. The proposed downtown core is stitched together by Main Street which also acts as a major regional corridor (152) that is partially owned by Caltrans. This area includes the city's main plaza in addition to City Hall, the city-owned parking structure, and the police station. The plan creates a vision and identity for the area, design strategies for the public realm, mobility strategies, and implementation strategies and actions for decision makers to undertake to make Downtown Watsonville a reality. R+A is currently working with the City of Watsonville to implement the changes to their zoning code to implement the programs in the 6th Cycle Housing Element including changes to the ADU ordinance, Density Bonus chapter and addressing a multitude of recent housing laws.

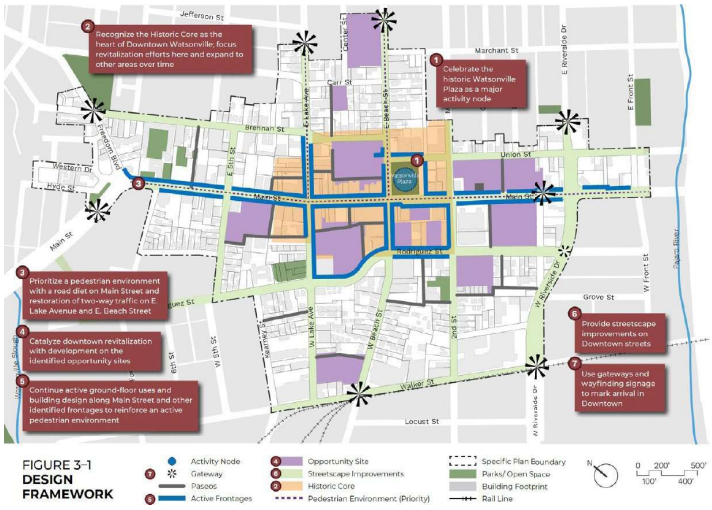
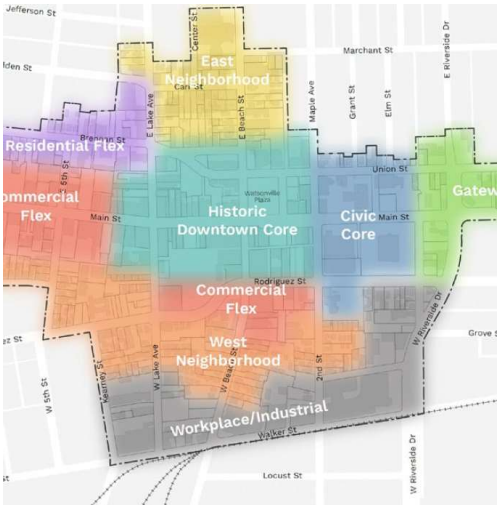


FIGURE 3-1
DESIGN FRAMEWORK



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Key Staff

The section below provides an overview of key personnel proposed for the Benicia On-Call Planning list. Our team includes experts in the areas of land use planning, urban design, zoning and development regulations, community engagement, health and environmental justice, climate change and sustainability, graphic design, and research and evaluation. Specific staffing would be determined based on the scope of work released for future projects. References for each team member are included below.

MATT RAIMI, AICP | CEO and Principal | *Land Use Planning*

Matt, the founder of Raimi + Associates, has over twenty-five years of experience in planning across the country. He has directed numerous comprehensive plans, specific plans, corridor plans, vision plans, healthy community plans, and other complex planning projects. Examples include the East Palo Alto Ravenswood Specific Plan, North Bayshore Precise Plan, Mountain View Downtown Plan, and Ventura General Plan, among others. He is an expert in creating inclusive and authentic public planning processes and creating more equitable, resilient, and sustainable cities.

References:

- Guido Periscone, Community Development Director, City of Marina | (831) 884-1289 | gperiscone@cityofmarina.org
- Rachel Dimond, Community Development Director, City of Ventura | (805) 654-7800 | rdimond@cityofventura.ca.gov

SIMRAN MALHOTRA, AICP, Associate AIA | Principal | *Land Use Planning, Urban Design, and Zoning*

Simran has a background in planning, urban design and architecture and brings a distinct design perspective to all her projects, leading to the creation of vibrant, attractive, and thriving places. She has authored plans for many types of urban environments, in particular, TOD/mixed-use districts, downtowns, historic and residential neighborhoods, commercial corridors, industrial areas, and educational campuses. These efforts have resulted in community-based planning and urban design innovations that have achieved notable implementation.

References:

- Guido Periscone, Community Development Director, City of Marina | (831) 884-1289 | gperiscone@cityofmarina.org
- Rachel Dimond, Community Development Director, City of Ventura | (805) 654-7800 | rdimond@cityofventura.ca.gov

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RON WHITMORE, PhD, AICP | Principal | *Land Use Planning, Climate Change, Community Engagement*

Ron brings over twenty years of public sector planning and private consulting experience. He has led a variety of complex projects ranging from Community Development Plans and General Plan Updates to sustainability and economic development programs, in addition to leading the housing elements for the cities of Petaluma and Berkeley. Ron specializes in designing participatory, knowledge-driven, transparent planning processes that produce actionable plans to deliver multi-goal co-benefits. An enterprising leader, Ron directs complex projects, facilitates outcome-focused meetings, and navigates comfortably across community, business, government, and higher education environments.

References:

- Heather Hines, Special Projects Manager, City of Petaluma | (707) 778-4316 | hhines@cityofpetaluma.org
- Dana Eady, Planning Division Manager, City of Santa Maria | (805) 925 – 0951 | deady@cityofsantamaria.org

ERIC YURKOVICH | Principal | *Land Use Planning, Climate Change, Sustainability*

Eric has over twenty years of experience as a community planner focused on issues of land use, housing, climate change, environmental justice, and equitable development. He led the development of the South San Francisco General Plan Update, area plans for Moffett Park, North Bayshore, East Whisman, Downtown Castro Valley, Redwood Life, Mountain View Terra Bella, and South San Francisco Lindenville, in addition to the Milpitas Housing Element and Concord's Affirmatively Furthering Fair Housing Project. He brings a strong technical background to support policy and plan development.

References:

- Billy Gross, Principal Planner, City of South San Francisco | (650) 877-8535 | billy.gross@ssf.net
- Mindy Gentry, Community Development Director, City of Concord | (925) 671-3369 | mindy.gentry@cityofconcord.org

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MEGAN MCNULTY, AICP | Associate | *Land Use and Parks Planning*

Meghan is a planner with experience developing community plans for cities throughout the west coast, from small-scale downtown plans to comprehensive plan updates. She is skilled with all steps of plan development, from analyzing existing conditions and conducting community engagement, to developing plan alternatives and plan policy. She holds a Bachelor of Arts degree from Northwestern University and a Master's degree in Urban Planning from Harvard University.

References:

- Billy Gross, Principal Planner, City of South San Francisco | (650) 877-8535 | billy.gross@ssf.net
- Dana Eady, Planning Division Manager, City of Santa Maria | (805) 925 – 0951 | deady@cityofsantamaria.org

MICHELLE HERNANDEZ, LEED Green Associate | Intermediate Planner II | *Land Use Planning, Community Engagement*

Michelle is a planner and designer with experience working on comprehensive and specific plans, community engagement strategies, climate change planning, and LEED green building certifications. She has a passion for interdisciplinary approaches that incorporate sustainability into all areas of planning and placemaking. She believes that equitable collaboration is necessary in designing adaptive and resilient communities. Michelle is also fluent in Spanish.

References:

- Billy Gross, Principal Planner, City of South San Francisco | (650) 877-8535 | billy.gross@ssf.net
- Mindy Gentry, Community Development Director, City of Concord | (925) 671-3369 | mindy.gentry@cityofconcord.org

VATSAL BHAVESH SHAH | Intermediate Urban Designer I | *Land Use Planning, Urban Design*

Vatsal Shah is an urban designer and an architect with key interests in policy-based design explorations and collaborative community-driven approaches that enhance the urban built environment. Through his professional and research experience he has developed key insights into devising inventive solutions by integrating sustainable planning practices and fostering community engagement. He holds a degree in Master of Science in Urban Design from The University of Texas at Austin. He is a licensed architect in India and received his Bachelor of Architecture from Kamla Raheja Vidyanidhi Institute for Architecture and Environmental Studies, Mumbai.

References:

- Mindy Gentry, Community Development Director, City of Concord | (925) 671-3369 | mindy.gentry@cityofconcord.org

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- Jason Nortz, Development Review Manager, City of Vancouver, WA | (360) 487-7844

SASHA CHEECHOV | Intermediate Planner I | *GIS Mapping*

Sasha is a planner who specializes in mapping, data analysis, and community engagement. She leverages GIS and technology to conduct environmental analysis, visualize demographics and socioeconomic data, create detailed land use and zoning maps, and provide interactive products to connect our clients and the public to data in innovative ways. Sasha is passionate about sustainability for the benefit of both people and planet, and values an authentic and equitable approach to community outreach and engagement. She believes in the positive impact of communities designed with intention and innovation.

References:

- Mindy Gentry, Community Development Director, City of Concord | (925) 671-3369 | mindy.gentry@cityofconcord.org
- Rachel Dimond, Community Development Director, City of Ventura | (805) 654-7800 | rdimond@cityofventura.ca.gov

Organizational Chart

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Rates

R+A's hourly billing rates by position and expected costs of reimbursable expenses are uploaded separately.

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Professional Services Agreement Proposed Modifications

Raimi + Associates has reviewed the City of Benicia Consulting Services Agreement included with the RFP. We can comply with the requirements except as noted below. If selected, Raimi + Associates would like to work together to execute a mutually acceptable contract. We would like to further discuss the following sections:

Section 1.3.C. SERVICES CONSULTANT AGREES TO PERFORM

We are requesting the following additional language be included in this section:

> *However, the Parties acknowledge, understand and agree that while timely completion of any task is of critical importance to City, Consultant's services shall be performed as expeditiously as is consistent applying professional skill, judgment and care and taking into account an orderly progress of the Project that is within Consultant's control.*

Section 1.4.D. COMPENSATION

We are requesting the Standard of Care be the basis on which the City accepts completed services per the following edits in this section:

> *Final payment will be made when all Services required under this Agreement have been completed per the Standard of Care provisions in Section 1.7.C. ~~to the reasonable satisfaction of City~~ including, without limitation, Consultant's transmittal of all deliverables to City required by Attachment A, and Services Consultant Agrees to Perform.*

Section 1.7.C. REPRESENTATIONS

We are requesting the following replacement language be used to reflect customary standard of care:

> *Consultant represents that it possesses all necessary training, licenses and permits to perform the Services. ~~and that its performance of the Services will conform to the standards of practice of a professional having experience and expertise in performing professional services of like nature and complexity of the Services working on similar, successfully completed projects.~~ Consultant represents to City that the Services will be performed consistent with but limited to, that degree of skill and care ordinarily used by other reputable members of Consultant's profession, practicing in the same or similar locality and under similar circumstances. Nothing in this Agreement shall be interpreted to require Consultant to meet any higher standard of care, and this paragraph shall control over any such contrary provision. Consultant makes no warranties, guarantees, express or implied, under this Agreement or otherwise in connection with Consultant's services.*

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Section 1.8. INDEMNIFICATION AND GENERAL LIABILITY.

We request that the duty to defend is proportional to the Consultant's proportionate percentage of fault. Additionally, the Consultant should only be held responsible for the Consultant's errors, omissions or negligent acts. We request the following language be added as Subsection C:

> *Notwithstanding the above, in the event the Indemnitees, individually or collectively, are made party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, the duty to indemnify does not include the duty to provide an upfront immediate defense against unproven claims or allegations. Consultant will reimburse Indemnitees its reasonable defense costs caused by Consultant's negligence not to exceed its proportionate percentage of fault and as awarded by a court or arbitrator of competent jurisdiction. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.*

Section 1.14. TERMINATION OF AGREEMENT FOR CONVENIENCE

We request that termination for convenience section be available to the Consultant as well.

Section 1.20.A. OTHER OBLIGATIONS

We are requesting the following modification to the language in this section:

> *To the extent applicable, Consultant shall endeavor to comply with all federal, state and local laws (including, without limitation, non-conflicting City ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall endeavor to comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time.*

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Appendices

Appendix A: Resumes

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MATT RAIMI

PRINCIPAL

Matt Raimi, the founder of Raimi + Associates, has over 20 years of experience in planning across the country. He has directed numerous comprehensive plans, specific plans, corridor plans, vision plans, healthy community plans, and other complex planning projects throughout the country. Matt is an expert in creating inclusive and authentic public planning processes and creating more equitable, resilient, and sustainable cities. He has spoken and written extensively on applying the principles of new urbanism to comprehensive plans, incorporating public health concerns into the planning process, and promoting sustainable development.

EDUCATION

University of North Carolina,
Chapel Hill
Master of Regional Planning, 1997

University of Rochester, Rochester, NY
Bachelor of Arts, English, 1992

AFFILIATIONS & CERTIFICATIONS

Member. Congress for the New Urbanism, American Planning Association

Senior Fellow. Environmental Leadership Program

EXPERIENCE

Raimi+Associates
Berkeley, CA
Principal, 2006-present

Design, Community, & Environment
Berkeley, CA
Senior Associate, 2002-2006

SMWM
San Francisco, CA
Senior Associate, 1999-2002

Natural Resources Defense Council, Associate, Washington, DC, 1997-1999

Surface Transportation Policy Project, Intern/Independent Consultant, Washington, DC, 1998-1999

ICF Incorporated, Associate, Fairfax, VA, 1992-1995

GENERAL PLANS

- **East Palo Alto General Plan and Westside Area Plan (East Palo Alto, CA)**
  Project Manager and Principal-in-Charge. Lead a multi-disciplinary team to develop a General Plan that includes policies and regulations for infill development, economic development, health, sustainability and social equity. Developed an Area Plan for a 160-area section of the City with detailed policies on anti-displacement, tenant rights and affordable housing. Lead an extensive public outreach effort that included two advisory committees, citywide workshops, neighborhood meetings and social media activities.

- **Mountain View General Plan (Mountain View, CA)**
  Served as Project Manager and Principal-in-Charge (in coordination with MIG). Duties included generating land use and urban design content, helping structure General Plan, and served as strategic advisor to the City.

- **Ventura General Plan Update (Ventura, CA)**
  Serving as Principal-in-Charge for Ventura's comprehensive Plan Update. The Plan will address critical topics affecting Ventura including housing, sea level rise, health and equity, mobility, and wildfire risk. Project includes extensive community engagement, including a diverse General Plan Advisory Committee, pop-up workshops, focus groups, stakeholder interviews, and public workshops.

- **Thousand Oaks General Plan (Thousand Oaks, CA)**
  Served as Principal-in-Charge for first comprehensive update to the city's General Plan. The plan incorporates new state laws and recent local planning efforts, and land use and mobility alternatives analysis. Project included complex planning and growth discussions and extensive community engagement program such as General Plan Advisory Committee, focus groups, stakeholder interviews, pop-ups, office hours, and virtual and in-person workshops.

- **Hermosa Beach General Plan (Hermosa Beach, CA)**
  Served as Principal-in-Charge. Worked with stakeholders, advisory committee, and community members to comprehensively update the General Plan and integrated Local Coastal Plan with the goal of reaching carbon neutrality.

- **Coachella General Plan Update (Coachella, CA)**
  Principal-in-Charge. Led a multidisciplinary team of consultants for the Coachella General Plan Update and Climate Action Plan. The implementation-focused Plan included a "place-based" approach to urban design and placemaking and a standalone community health and wellness element.

- **West Hollywood General Plan (West Hollywood, CA)**
  Principal-in-Charge and Project Manager. Completed a comprehensive General Plan update focusing on corridor revitalization and improved quality of life. The project focused on infill development along the major transportation corridors, advancing social services and equity, and achieving significant reductions in GHG emissions.

- **South Gate General Plan (South Gate, CA)**
  Principal-in-Charge and Project Manager. Developed one of the first "form-based" General Plans and stand-alone public health elements in the country and a strong focus on urban design, economic development, social equity and environmental sustainability. Process included extensive community engagement, a design charrette, and managing a multi-disciplinary technical team.

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- **Land Use and Circulation Element (Santa Monica, CA)**
  Project Manager and extension of staff. Prepared draft element content, developed the land use map and policies, and created a chapter on health and sustainability.

SPECIFIC PLANS AND PRECISE PLANS

- **Eastside Community Plan (West Hollywood, CA)**
  Project Manager and Principal-in-Charge. Worked with a community advisory committee to develop an implementation-focused community plan for the Eastside of West Hollywood. Topics included urban design, transportation, community identity, public safety, and economic development. The project included a community event that drew hundreds of Eastside residents to celebrate the identity of the neighborhood and provide input on the plan.

- **Orange Line BRT Sustainable Corridor Plan (City of Los Angeles, CA)**
  Project Manager and Principal-in Charge. Developed implementation-focused plan that included detailed station-specific and corridor-wide strategies for 13 stations along this active BRT corridor. Led to funding for multiple specific plans for stations along the corridor.

- **Thousand Oaks Downtown Core Master Plan (Thousand Oaks, CA)**
  Principal-in-Charge. Completed a Master Plan for a 60-acre area in and around the Thousand Oaks City Hall and Civic Arts Plaza to create a pedestrian-focused vibrant downtown in a traditional, auto-oriented suburban city. Led a team of real estate economists, architects and transportation experts in creating a design framework with four primary actions for success, all which are implementable by the City.

- **North Bayshore Precise Plan (Mountain View, CA)**
  Principal-in-Charge and Co-Project Manager. Responsibilities included managing a multi-disciplinary team, creating form based development standards and regulations that convert a suburban office park into a 21st century mixed use district with office, residential and retail. Created standards for green buildings and to preserve natural habitat and endangered species. Included an innovative community benefits program that tied the allocation of office development to the construction of residential units and significant advances in green buildings.

- **Fresno Central Southeast Area Specific Plan (Fresno, CA)**
  Project Manager and Principal in Charge. Leading a team of consultants on a specific plan for the Central Southeast neighborhood of Fresno, a 2,220 acre area southeast of Downtown. The Specific Plan addresses a wide range of topics that impact the quality of life in the community including affordable housing, jobs and economic development, transportation, parks and open space, and a healthy environment.

- **El Camino Real Precise Plan (Mountain View, CA)**
  Principal-in-Charge. Developed form-based standards and regulations for infill development along this iconic corridor. Plan identifies building heights, build-to lines, setbacks and stepbacks and other regulations to enhance walkability and improve connections with adjacent residential areas.

- **Fremont City Center Precise Plan (Fremont, CA)**
  Served as Principal-in-Charge. Led a multi-disciplinary team to transform a suburban commercial area into a downtown. Plan includes identification of sub-areas, topic-specific policies, street standards, and a form-based code.

HEALTH, EQUITY AND ENVIRONMENTAL JUSTICE

- **Plan for a Healthy Los Angeles: General Plan Health Element and Implementation Ordinances (Los Angeles, CA)**
  Project Manager and Principal-in-Charge. Responsibilities included project coordination, writing sections of the health element, creating interactive web site on existing health conditions and developing implementation programs and ordinances.

- **Riverside County Health Element (Riverside, CA)**
  Project Manager and Principal-in-Charge. Responsibilities included developing topic-specific fact sheets; working with a technical advisory committee and writing the health element, one of the first county-level health elements in the State.

- **Santa Clara County Health Element (Santa Clara County, CA)**
  Principal-in-Charge. Responsibilities included project management, developing detailed existing conditions report, coordinating a community advisory committee and a department/agency advisory committee; and writing portions of the Health Element.

- **El Monte Health and Wellness Element (El Monte, CA)**
  Project Manager and Principal-in-Charge. Led a health element for the General Plan, one of the first in the State. Process included bi-lingual engagement, detailed existing conditions contrasting health conditions in different sub-areas of the City and detailed policies and implementation programs.

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SIMRAN MALHOTRA, AICP, ASSOCIATE AIA

VICE PRESIDENT | PRINCIPAL

Simran Malhotra, with a background in planning, urban design and architecture, brings a distinctive design perspective to all her projects leading to the creation of vibrant, attractive, and thriving places. She has authored plans for many types of urban environments, in particular, TOD/mixed-use districts, downtowns, historic and residential neighborhoods, commercial corridors, industrial areas, and educational campuses. These efforts have resulted in community-based planning and urban design innovations that have achieved notable implementation. For over twenty years, Ms. Malhotra's academic and professional interests have coalesced into an effective design and planning process, one that balances community concerns and objectives with market and financial feasibility. Her hands-on involvement in each project, with particular emphasis on generating and developing high-quality design, policy and regulatory documents, ensures that each assignment is completed to the highest level of client satisfaction.

EDUCATION

Harvard Graduate School of Design
Master of Architecture in
Urban Design
Cambridge, MA

School of Planning and Architecture
Bachelor of Architecture
New Delhi, India

EXPERIENCE

Raimi + Associates, Los Angeles, CA
Vice-President, 2019 - Current
Principal, 2017 - Current

The Arroyo Group, Pasadena, CA
Principal, 2005-2017
Senior Associate, 2000-2005
Associate, 1995-2000

AFFILIATIONS & CERTIFICATIONS

American Institute of Certified Planners

American Institute of Architects, Associate Member

Licensed Architect, India

California Planning Roundtable, Member & Past Vice-President, Operations and Past VIce-President, Programs

American Planning Association, Member

APA Urban Design and Preservation Division, Member

APA Women in Planning Division, Member

KEY PROJECTS

- **Palmdale Zoning Code (Palmdale, CA)**
  Simran was the project manager for the Palmdale Zoning Code project which updates the City's development regulations to meet current best practices and in compliance with the newly adopted General Plan.

- **Marina Objective Design Standards (Marina, CA)**
  Simran is leading the preparation of Objective Design Standards for the City of Marina to conform to recent housing legislation related to objective standards and streamlined project review.

- **Milpitas Objective Design Standards (Milpitas, CA)**
  Simran was the Principal-in-charge for the preparation of Objective Design Standards for the City of Milpitas.

- **Ventura Overlay Zones (Ventura, CA)**
  Simran led the preparation of new overlay zoning districts to implement the recommendations of the City's Housing Element. The project includes working with the City's Design Review Board, local stakeholders, housing developers and advocates.

- **Beaverton Downtown Zoning Code (Beaverton, OR)**
  Simran worked with SERA Architects to prepare a Development Code for Downtown Beaverton that builds on the Urban Design Framework and Design Principles that were developed in Phase 1 of the project. This Development Code establishes the zones, use regulations, development and design standards for the parcels within the Downtown area to promote quality site planning and building design, facilitate development. The Development Code meets the State of Oregon requirements for providing a non-discretionary pathway with Clear and Objective Standards for housing projects as well as an option to gain design flexibility with a limited discretionary review.

- **Culver City Zoning Code Update (Culver City, CA)**
  Simran is leading the update of the City's development code to implement the recommendations of the City's ongoing General Plan and the recently adopted Housing Element.

- **Indio Unified Development Code (Indio, CA)**
  Simran led the effort for updating the City of Indio's zoning code to achieve consistency with the recently adopted General Plan. The project included creation of new zoning districts and updated review processes, as well as a single user-friendly Unified Development Code document.

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- **Coachella Zoning Consistency Update (Coachella, CA)**
  Simran led the preparation of a focused update to the City's zoning code. This effort incorporated the General Plan and recently adopted Pueblo Viejo Implementation Strategy Plan into streamlined zoning districts. Simran led the effort to prepare updated Zoning Code sections, Zoning map, General Plan map, and a General Plan Amendment.

- **Nason Street Corridor Phase II (Moreno Valley, CA)**
  Simran led the SCAG-funded effort to develop a comprehensive design strategy for a town center on a 60-acre parcel of City-owned property in Moreno Valley. The project included extensive community engagement and visioning that led to two distinct design alternatives. The City has since selected a developer to implement the Plan.

- **Watsonville Downtown Specific Plan (Watsonville, CA)**
  Working with City staff, an Advisory Committee, and a team of consultants, Simran is leading the preparation of Specific Plan for Downtown Watsonville. The Downtown Watsonville Specific Plan articulates a community vision for an active, 24/7 mixed use environment, and provides the regulatory framework for guiding development over the next 20-30 years.

- **River Road Design Framework and Development Code (Eugene, OR)**
  Simran worked with SERA Architects to implement the vision of the River Road/Santa Clara Community Plan in the City of Eugene through the writing of a new Special Area Zone and associated development code for the River Road Corridor in the City of Eugene. The River Road Development Code engages critically with the development of "middle housing" types and the implementation of H.B. 2001 in Oregon.

- **Palmdale General Plan Update (Palmdale, CA)**
  Simran was the Principal-in-charge and project manager for the Palmdale General Plan Update project, which was recently adopted after extensive community engagement over 3 years. The City of Palmdale is positioned to draw new residents, employees, and visitors with planned employment growth and infrastructure investments. The Plan includes economic development strategies and a "place-based" approach to urban design and placemaking.

- **Ventura General Plan Update (Ventura, CA)**
  Simran is working on the update of the Ventura General Plan and the preparation of new zoning districts to implement the proposed land use designations. Project includes extensive community engagement, including a diverse General Plan Advisory Committee, pop-up workshops, focus groups, stakeholder interviews, and public workshops.

- **Santa Fe Depot TOD Specific Plan (Orange, CA)***
  Simran led a multi-disciplinary design team in preparing an update of the Santa Fe Depot Specific Plan to transform the Depot into a vibrant transit-oriented district while strengthening its connections to adjacent residential neighborhoods, Chapman University, and the Old Towne Historic District.

- **South Lake Avenue Concept Plan and Design Project, (Pasadena, CA)***
  Retained by the South Lake Business Association, Simran led a design team to continue the ongoing revitalization efforts for South Lake Avenue. Several of the Plan's recommendations for improvements in various elements of the public realm have been implemented. These include street furniture, planter boxes, tree grates and median planting. Other long-term improvements have been initialized with the formation of a property-based business improvement district and implementation of an aggressive retail recruitment strategy.

- **Tweedy Boulevard and Hollydale Village (TOD) Specific Plans (South Gate, CA)***
  Simran was the project lead on two Specific Plans funded by a Strategic Growth Council grant. Under her direction, the Specific Plans presented an innovative hybrid approach to form based codes, recommendations for Complete Street improvements, unique urban design and streetscapes designs and implementation strategies. Expanding regional connections with the Los Angeles River and Bikeway is an important element of both plans. The Hollydale Plan is centered on the arrival of the future Eco-Rapid Transit line that is expected to extend 40 miles across the region, from Burbank to Artesia. The plans were prepared with extensive bilingual community outreach including community workshops, stakeholder interviews, study sessions and hands-on input from steering committee members.

TEACHING AND SPEAKING ENGAGEMENTS

- Panelist, Riverside APA California Conference Session, *Objective Design Standards*
- Panelist, California Natural Resources Agency Earth Day Forum, *Fostering Nature-Based Solutions*
- Panelist, Santa Barbara California APA Conference Session, *Housing By Right, Right*
- Instructor, Visalia California APA Conference, Pre-Conference Workshop: *Urban Design for Planners*

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ERIC YURKOVICH

PRINCIPAL

Eric Yurkovich has over twenty years of experience as a community planner focused on issues of land use, housing, climate change, environmental justice, and equitable development. He has led the Gary Comprehensive Plan; General Plans, Housing and Environmental Justice Elements for Culver City, South San Francisco, Seaside, Milpitas, Loma Linda, and Indio; health and equity-focused climate action plans for Alameda, Inglewood, Richmond, Ventura, and Santa Monica; Specific Plans for Moffett Park, North Bayshore, East Whisman, Downtown Castro Valley, and South San Francisco Lindenville; and regional efforts such as the San Bernardino County SB 1000 Equity Toolkit, Restoring Housing Justice project in the Lake Tahoe region, LA County Sustainability Plan, and Gateway Cities Climate Adaptation Toolkit. He co-authored the Guide to Equitable, Community Driven Climate Preparedness and led trainings with the City of Berkeley / BayCAN, and at the National APA Conference and California Adaptation Forum.

EDUCATION

University of California, Los Angeles
Master of Arts in Urban Planning, 2010

Macalester College, St. Paul, MN
Bachelor of Arts, Geography, 2000

AFFILIATIONS

Member. American Planning Association

EXPERIENCE

Raimi+Associates
Berkeley, CA
Principal, 2012-present

National Oceanic and Atmospheric Administration/Pew Center on Climate Change
Oakland, CA
Climate Change Researcher, 2010-2012

Calthorpe Associates
Berkeley, CA
Senior Planner, 2002-2008

GENERAL PLANS

- **South San Francisco General Plan Update (South San Francisco, CA)**
  Served as Project Manager for a comprehensive update to the General Plan. Led land use policy, climate adaptation, environmental justice, and public engagement.

- **Culver City General Plan Update (Culver City, CA)**
  Serving as Project Manager. Leading land use policy and public engagement for the General Plan Update. Managing work plan, documentation, and oversight of CEQA process.

- **Seaside General Plan (Seaside, CA)**
  Serving as Project Manager. Assisting with land use policy, environmental assessment, and public engagement for the General Plan Update. Managing work plan, documentation and oversight of CEQA process.

- **Indio General Plan Update & Climate Action Plan (Indio, CA)**
  Led the City's second effort to Update their General Plan and Climate Action Plan. Managed multiple subconsultants in sifting through technical analysis and updating where necessary. Wrote Climate Action Plan including GHG forecasts and evaluated GHG reduction measures.

- **Milpitas Housing Element and Environmental Justice Element Update (Milpitas, CA)**
  Served as Project Manager. Lead a team of consultants throughout the Housing Element Update process. Managed work plan, community outreach, development, and documentation.

EQUITY & ENVIRONMENTAL JUSTICE

- **San Bernardino County Transportation Authority Senate Bill 1000 Equity Toolkit (San Bernardino, CA)**
  Served as Project Manager. Developed an online toolkit to support local jurisdictions with implementation of Senate Bill 1000 (environmental justice elements), including data analysis tools to support with the disadvantaged communities screening analysis.

- **Loma Linda Environmental Justice Element (Loma Linda, CA)**
  Serving as Project Manager. Leading an update to the Environmental Justice Element of the City of Loma Linda. Development of environmental justice analysis, policies, and community engagement strategies.

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- **Santa Clara County Heath Element (Santa Clara, CA)**
  Worked on the development of a Health Element for the Santa Clara County General Plan. The element addresses neighborhood- and regional-scale community health and wellness topics.

- **Plan for Healthy Los Angeles (Los Angeles, CA)**
  Led the development of a Health Atlas and interactive mapping tool to explore neighborhood health conditions and disparities. Wrote sections of the health element.

SPECIFIC PLANS

- **Moffett Park Specific Plan Update (Sunnyvale, CA)**
  Served as Project Manager. Led urban design, land use policy, climate adaption strategies, and public engagement for the Specific Plan Update.

- **East Whisman Precise Plan (Mountain View, CA)**
  Served as Project manager of a small area plan for a transit oriented development district around a light rain station. Wrote detailed design standards, guidelines, and implementation guide for the city.

- **North Bayshore Precise Plan (Mountain View, CA)**
  Worked as Deputy Project Manager on a plan and development code to transition a suburban employment district into a model of sustainable development. Wrote portions of the plan, including an incentive-based framework to encourage project- and district-level sustainability and incorporation of housing into the precise plan.

- **Lindenville Specific Plan (Sotuh San Francisco, CA)**
  Served as Project Manager. Led a team of consultants to develop a specific plan that implements the adopted General Plan and introduces mixed-uses in a historically industrial area of South San Francisco.

- **Castro Valley Business District Specific Plan (Castro Valley, CA)**
  Leading urban design analysis, land use vision development, and public engagement for the Specific Plan.

PUBLICATION AND PRESENTATIONS

- Open Space Superstar! The Role of General, Specific, and Master Plans in Improving Urban Ecology. Presentation for the 2024 CalAPA Conference.
- Innovating for Change: New Tools to Embed Equity in General Plans. Presentation for the 2024 CalAPA Conference.
- From Industry to Innovation: Pioneering Pathways for Transforming Suburban Employment Districts. Presentation for the 2024 CalAPA Conference.
- "Walking the Walk: Implementing Adaptation and Resilience Equity Strategies." Presentation for the 2018 California Adaptation Forum.
- "Equitable, Community-Driven Climate Resilience Planning." Training at the 2018 National American Planning Association Conference.
- *Guide to Equitable, Community-Driven Climate Preparedness Planning*, Urban Sustainability Director's Network, 2017.
- "Whose Climate Plan is This? Planning for an Equitable Climate Future through Authentic Community Partnerships." Presentation for the 2017 California Climate Action Planning Conference.
- Climate Justice for All! Connecting Climate Protection, Community Resilience, Local Economy, and Health Equity." Presentation for the 2017 California Chapter of the American Planning Association.
- "Health Indicator in The Plan for a Healthy LA and Quimby Reform" Presentation for the 2015 California Chapter of the American Planning Association.
- "Something Old, Something New, Something Borrowed, Something Blue: Climate Adaptation in the 21st Century." Presentation and conference paper for the 2013 National Association of Environmental Professionals.
- "Health Atlas for the City of Los Angeles's Health and Wellness Chapter." Blog post for the U.S. Department of Health and Human Service's National Partnership for Action to End Health Disparities, 2013.
- "Adaptation Planning and U.S. Federal Agencies" Federal Interagency Forum on Climate Change Impacts and Adaptations, 2012.
- *Adaptation Planning, What U.S. Federal Agencies Are Doing*. Co-authored for the Pew Center on Global Climate Change, Arlington, VA, 2012.
- *Adapting to Climate Change: A Planning Guide for State Coastal Managers–a Great Lakes Supplement.* Co-authored for the NOAA Office of Ocean and Coastal Resource Management, Silver Spring, MD, 2011.
- *Advancing statewide climate change adaptation strategies: Lessons from state and local governments addressing the impacts of climate change*. Center for Climate Action, 2010.

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RON WHITMORE, PHD, AICP

PRINCIPAL

Ron has led community planning and development initiatives for over twenty years – as a manager and deputy director for public planning and development agencies, as a senior municipal community planner, as a consultant, as founding CEO of an urban community development corporation, and with the Peace Corps. Ron has managed energy, sustainability, climate change, capital budgeting, economic development, food systems, housing, and community and comprehensive planning programs. Ron specializes in designing participatory, knowledge-driven, transparent planning processes that produce actionable plans to deliver multi-goal co-benefits. An enterprising leader, Ron directs complex projects, facilitates outcome-focused meetings, and navigates comfortably across community, business, government, and higher education environments.

EDUCATION

Michigan State University
Ph.D. (2003) & Master's of Science (1998) Community Sustainability

Dartmouth College
Bachelor of Arts in International Studies (1991)

CERTIFICATIONS

American Institute of Certified Planners (AICP)

Charrette Management and Facilitation Certificate, National Charrette Institute

American Planning Association Member

EXPERIENCE

Raimi+Associates
Berkeley, CA
Principal, 2020 - present

Hawai'i County
Acting Program Manager, Long Range Planning, 2019-2020

Deputy Director, Department of Research & Development, 2017-2019

Senior Long Range Planner, 2007-2016

Integra Consulting
Founder & Principal, 2005-2016

NorthWest Initiative
Founding Executive Director, 2000-2005

KEY PROJECTS

- **Petaluma General Plan Update and Climate Adaptation Plan (Petaluma, CA)**
  Project Manager: Leading a large team of staff and subconsultants in an ambitious update of the City's general plan in coordination with the development of a Climate Action and Adaptation Plan. In addition to required elements, the plan includes retail, economic development, arts, and historic resource elements. Led stakeholder interviews, design advisory group meetings, and coordinated area, pop-up, and communitywide workshops. Coordinated existing conditions analysis and the development of a community vision, guiding principles, a key strategies diagram, and policy frameworks. Presents updates and work products to various commissions and the City Council.

- **Ojai General Plan Update (Ojai, CA)**
  Project Manager: Leading a team of staff and subconsultants in a focused update of the City's Land Use, Housing, Circulation, Safety, and Environmental Justice elements. Led stakeholder interviews, focus groups, a survey, and community workshops. Coordinated existing conditions analysis;, a review of current general plan policies; the development of a community vision, guiding principles, and land use, mobility, and safety policy options; and preparation of draft elements.

- **Santa Maria General Plan Update (Santa Maria, CA)**
  Project Manager: Leading a team of staff and subconsultants in a comprehensive update of the City's general plan. Design and facilitate technical and department advisory group meetings, led two community surveys and a community workshop, and present updates and work products to the Planning Commission and City Council. Coordinated the review of existing plans, a City evaluation of the current general plan, existing conditions analysis, the development of a community vision, guiding principles, and an areas of change map, and the development and analysis of land use alternatives.

- **Berkeley Housing Element (Berkeley, CA)**
  Project Manager: Led the 6th Cycle Housing Element update in cooperation with the City and subconsultants.

- **Kaua'i Climate Action & Adaptation Plan (County of Kaua'i, HI)**
  Project Manager: Leading a team of staff and subconsultants crafting Kaua'i's first climate action and adaptation plan, including extensive community engagement. The project includes a climate hazards study, a vulnerability and equity assessment, a GHG reduction anaylsis, funding and financing strategies, and an adaptation plan tailored to facilitate implementation by County agencies.

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- **San Joaquin Valley Housing Production Trends (San Joaquin Valley, CA)**
  Impediments, and Best Practices Report, SJV Regional Early Action Program (REAP) Committee, Project Manager: Led stakeholder interviews and facilitated regional workshops. Oversaw preparation of the existing conditions analysis focused on the different population, economic, and housing trends within the Valley as well as the characteristics that distinguish the Valley from other parts of the state. Oversaw the compilation of "best practice" strategies to stimulate Valley housing production, including land use policy, housing site availability, regulatory mechanisms, and funding and financing.
- **General Plan Program (County of Hawai'i, HI)***
  Program Manager: Designed, led, and managed the comprehensive review, including staff, contracts, and consultants. Oversaw demographic, housing, and economic trends and forecasts analysis; GIS-based modeling of housing and non-residential development allocations; development suitability studies; and element-specific research. Led public engagement design and implementation. Cross-walked General Plan and Community Development Plans. Managed interim amendments and annual reports.
- **Community Development Planning (CDP) program (County of Hawai'i, HI)***
  Program Manager: Led a team of long range planners, guiding them through CDP and public engagement redesign. Facilitated re-orientation toward community-based implementation, the establishment of a community engagement "community of practice," and a partnership with a nonprofit intermediary.
- **Ka'ū Community Development Plan (County of Hawai'i, HI)***
  Project Manager: Designed, led, and managed planning process and wrote award-winning rural plan. Led public engagement design and facilitation. Innovated stakeholder input, background analysis, decision matrices, transparent rationale, and implementation manuals.
- **Capital Improvement Program (County of Hawai'i, HI)***
  Program Manager: Led annual development of the inter-agency capital budget and six-year capital program. Evaluated proposed projects relative to the General Plan and Community Development Plans. Managed and developed the annual report for the Fair Share (impact/mitigation fee) program.
- **Sustainability Program (County of Hawai'i, HI)***
  Program Manager: Coordinated and integrated energy, mobility, and greenhouse gas mitigation programs. Oversaw intervention in Public Utilities Commission dockets. Represented the County with the electric utility and in state, national, and international networks.
- **Kīlauea Volcano Disaster Recovery (County of Hawai'i, HI)***
  Deputy Manager: Led Emergency Support Function 12 (Energy) and related missions at the Emergency Operations Center during the four-month eruption. Core member of Mayor's Recovery Leadership Team. Scoped and secured funding and consultants for volcanic risk assessment, economic recovery, and recovery scenario planning.
- **NorthWest Initiative (Lansing, MI)***
  Executive Director: Founded comprehensive, "healthy communities" community development corporation. Built and funded programs and team to advance neighborhood planning, corridor revitalization, health outreach, food systems improvement, community promotion, and leadership development.

**Denotes projects completed while serving as key staff at other organizations.*

ADDITIONAL PROJECT AWARDS, PRESENTATIONS, AND APPOINTMENTS

- Scenario Planning Consortium Conference: A Novel Linkage of Land Use and Hazard Planning
- Best Practice Award, American Planning Association, Hawai'i Chapter
- Urban Sustainability Directors Network (USDN) representative, County of Hawai'i

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MEGHAN MCNULTY, AICP

ASSOCIATE

Meghan is a planner with experience developing community plans for cities throughout the west coast, from small-scale downtown plans to comprehensive plan updates. She is skilled with all steps of plan development, from analyzing existing conditions and conducting community engagement, to developing plan alternatives and plan policy. She holds a Bachelor of Arts degree from Northwestern University and a Master's degree in Urban Planning from Harvard University.

EDUCATION

Harvard University Graduate School of Design,
Cambridge, MA
Master in Urban Planning

Northwestern University,
Evanston, IL
Bachelor of Arts in History, Urban Studies, and Geography

AFFILIATIONS & CERTIFICATIONS

American Institute of Certified Planners (AICP), American Planning Association

American Planning Association Member

EXPERIENCE

Raimi + Associates
Berkeley, CA
Associate, 2019 - Present

Dyett & Bhatia Urban and Regional Planners
Oakland, CA
Associate, 2016 - 2019

KEY PROJECTS

- **Santa Maria General Plan Update (Santa Maria, CA)**
  Serving as key staff for Imagine Santa Maria, the City's comprehensive General Plan update. Prepared materials for and facilitated community engagement activities, including technical advisory committee meetings and commmunity workshops. Wrote existing conditions reports, community engagement reports, and community surveys. Conducted technical analysis to shape the development of three land use alternatives.

- **Ojai General Plan Update (Ojai, CA)**
  Serving as key staff for the Ojai General Plan Update. Facilitated community engagement, developed land use alternatives, and wrote the Land Use Element for the General Plan.

- **Culver City General Plan Update (Culver City, CA)**
  Served as deputy project manager for Picture Culver City, the City of Culver City's comprehensive General Plan Update for the year 2045. Assisted in day-to-day project management. Wrote existing conditions reports, calculated growth projections, and wrote General Plan Elements. Designed outreach materials and facilitated community engagement events, including workshops, technical advisory committee meetings, and stakeholder interviews.

- **South San Francisco General Plan Update (South San Francisco, CA)**
  Served as key staff for the Shape SSF, the comprehensive update to the City of South San Francisco's General Plan. Facilitated community engagement, wrote existing conditions analysis, and wrote General Plan elements.

- **Central Maui Community Plan Update (Maui, HI)**
  Serving as deputy project manager for the for the Central Maui Community Plan Update. Leads day-to-day project management, will conduct a land capacity analysis, and will develop policy to guide the future of Central Maui.

- **Lindenville Specific Plan (South San Francisco, CA)**
  Served as deputy project manager for the Lindenville Specific Plan. Facilitated community engagement and wrote land use policy and the General Plan amendment. Conducted technical analysis, including a study of existing land use and urban design conditions and airport land use compatibility.

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MICHELLE HERNANDEZ

INTERMEDIATE PLANNER II

Michelle is a planner and designer with experience working on comprehensive and specific plans, creating and leading community engagement strategies, climate change planning, and LEED green building certifications. She has a passion for interdisciplinary approaches that incorporate sustainability into all areas of planning and placemaking. She believes that equitable collaboration is necessary in designing adaptive and resilient communities.

EDUCATION

University of California, Berkeley
Berkeley, CA
Bachelor of Arts,
Sustainable Environmental Design
Minor in City & Regional Planning

AFFILIATIONS & CERTIFICATIONS

LEED Green Associate

American Planning Association
Member

EXPERIENCE

Raimi + Associates
Berkeley, CA
Intermediate Planner II,
2021 - Present

Urban Displacement Project
UC Berkeley
Berkeley, CA
Research Assistant

Student Environmental
Resource Center
Berkeley, CA
E-Waste Operations Associate

KEY PROJECTS

- **East Palo Alto City Council Strategic Priorities and Work Plan (East Palo Alto, CA)**
  Serving as key staff for the development of East Palo Alto's City Council Strategic Priorities and Work Plan that will guide priority project implementation in East Palo Alto for the next four years. Leading background research and outreach materials preparation. Facilitating community discussions on the city's strengths, issues, and priorities.
- **Petaluma General Plan Update (Petaluma, CA)**
  Serving as key staff for Petaluma's comprehensive General Plan update. Leading the development of community engagement strategies and materials related to land use, environmental justice, and more. Facilitates discussions in both English and Spanish, including advisory committee meetings, pop-ups, and community workshops. Supports project management and task coordination internally and with a team of subconsultants.
- **Concord Affirmatively Furthering Fair Housing Rezone (Concord, CA)**
  Serving as key staff, supporting the identification of sites to be rezoned for higher density multifamily housing in moderate- and high-resource areas of Concord. Preparing outreach materials and facilitating community engagement activities, including English and Spanish-language stakeholder meetings and community workshops.
- **Selma Downtown Strategic Plan (Selma, CA)**
  Served as key staff, supported project coordination and strategy and priority project development for the Strategic Plan. Developed community engagement material, coordinated outreach events, and facilitated community discussions.
- **Lindenville Specific Plan (South San Francisco, CA)**
  Served as key staff, supporting the development of the Lindenville Specific Plan and related community engagement activities. Led the development of maps and graphics, developed and translated community engagement materials, and coordinated outreach events.
- **South San Francisco General Plan + Climate Action Plan Update (South San Francisco, CA)**
  Served as key staff, prepared maps, graphics, and analysis for the General Plan and the Climate Action Plan, in addition to authoring the Our Plan section of the General Plan. Supported the development and implementation of community engagement activities. Aided in the design of the Digital General Plan and maintained the website.
- **Alameda Climate Action and Resiliency Plan Update (Alameda, CA)**
  Supported the mid-cycle update of the Climate Action and Resiliency Plan. Reviewed existing strategies for consistency with State law and industry practices, coordinated and facilitated staff working group meetings and community discussions, and supported the development of new and revised climate action strategies.

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VATSAL BHAVESH SHAH

INTERMEDIATE URBAN DESIGNER I

Vatsal Shah is an urban designer and an architect with key interests in policy-based design explorations and collaborative community-driven approaches that enhance the urban built environment. Through his professional and research experience he has developed key insights into devising inventive solutions by integrating sustainable planning practices and fostering community engagement. He holds a degree in Master of Science in Urban Design from The University of Texas at Austin. He is a licensed architect in India and received his Bachelor of Architecture from Kamla Raheja Vidyanidhi Institute for Architecture and Environmental Studies, Mumbai.

EDUCATION

The University of Texas at Austin,
Austin, TX
Master of Science in Urban Design

Kamla Raheja Vidyanidhi Institute of Architecture, Mumbai, India
Bachelor of Architecture

AFFILIATIONS

Council of Architecture (India)

EXPERIENCE

Raimi+Associates
Berkeley, CA
Intermediate Urban Designer I
2024-Present

Lake|Flato Architects
Austin, TX
Urban Design Intern
2023-2024

The University of Texas at Austin,
Austin, TX
Teaching Assistant

The University of Texas at Austin,
Austin, TX
Graduate Research Assistant

S+PS Architects
Mumbai,India
Architectural Designer

Kamla Raheja Vidyanidhi Institute of Architecture, Mumbai, India
Teaching Assistant

Vo Trong Nghia Architects
Ho Chi Minh City, Vietnam
Intern

KEY PROJECTS

- **Vancouver Downtown Design Guidelines (Vancouver, WA)**
  Worked on the development of the Vancouver Downtown Design Guidelines Manual (VDDG), a comprehensive update to the 1995 guidelines. Contributed to establishing clear, user-friendly guidelines to support cohesive, sustainable urban development in the Downtown Plan Area, in alignment with zoning ordinances and comprehensive planning goals.

- **Lerdo Residential Project (Shafter, CA)**
  Worked on the Lerdo Residential Project, focusing on innovative placemaking strategies to enhance community living. Emphasized the creation of adequate open spaces and improved last-mile connectivity within the neighborhood to foster accessibility and social interaction. Designed solutions that promote vibrant, sustainable, and well-connected residential environments.

- **Fort Duncan Economic Development Plan (Eagle Pass, TX) ***
  Designed and drafted economic development plan for adaptive reuse of vacant buildings in Fort Duncan area in Eagle Pass, Texas as part of studio project. The project was in consultation with planning and economic development staff from the City of Eagle Pass. The proposal was presented to the Eagle Pass City Council.

- **City of El Paso 2044 Vision Plan (El Paso, TX) ***
  Conducted research and analysis for preparing a community inventory report and prepared future land use planning scenarios for neighborhoods in El Paso,Texas. Developed a vision plan for 2044 with vision statement, goals, objectives and policies that would govern the future land use plan.

- **Milbrae Station Transit Oriented Development (Milbrae, CA) ***
  Designed a proposal to redevelop Milbrae station and the surrounding neighborhood as a transit oriented development. Proposed a new district with increased density, mixed-use typology and accessible green public spaces.

- **Northwest Industrial District Revitalization (Portland, OR) ***
  Worked on a design proposal for Northwest Industrial District in Portland,Oregon as part of urban design studio. Developed revitalization strategies and land remediation toolkit to preserve light industrial economy and integrate mixed-use typologies.

- **City Center Urban Renewal Plan (Chandigarh, India) ***
  Proposed amendment to existing heritage laws in India to accomdate for flexible policy framework for sustainble future of modern architecture in India. Demonstrated polices through implementation of urban design strategies as part of urban renewal plan for the city center of Chandigarh, that is protected under current heritage laws.

  (Denotes projects completed while working at other organizations)*

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SASHA CHEECHOV

INTERMEDIATE PLANNER

Sasha is a planner who specializes in mapping, data analysis, and community engagement. She leverages GIS and technology to conduct environmental analysis, visualize demographics and socioeconomic data, create detailed land use and zoning maps, and provide interactive products to connect our clients and the public to data in innovative ways. Sasha is passionate about sustainability for the benefit of both people and planet, and values an authentic and equitable approach to community outreach and engagement. She believes in the positive impact of communities designed with intention and innovation.

EDUCATION

University of California, Los Angeles,
Los Angeles, CA
Bachelor of Arts,
Geography & Environmental Studies
Geospatial Information Systems and Technologies Minor

EXPERIENCE

Raimi + Associates
Los Angeles, CA
Intermediate Planner,
2023-Present

Arellano Associates
Chino Hills, CA
Technology Coordinator

City of Yorba Linda
Yorba LInda, CA
GIS Administrative Internr

Irvine Ranch Conservancy
Irvine, CA
Environmental Research Intern

KEY PROJECTS

- **City of Ventura General Plan Update (Ventura, CA)**
  Supports growth projections and development of land use map. Creates engagement materials and tools to facilitate public feedback on General Plan decisions. Developed Parks and Open Space element for General Plan Update to address the improvement and management of parks and open spaces within the city. Authored Process chapter of General Plan.
- **Concord Affirmatively Furthering Fair Housing (AFFH) Rezoning Project (Concord, CA)**
  Leads GIS and mapping efforts for the project. Creates collateral materials for community engagement and workshops. Facilitates stakeholder meetings and small group discussions. Worked on development of site selection criteria, analysis of parcel data to determine sites for rezoning, and creation of alternatives.
- **TRPA Tahoe Living: Cultivating Community, Conserving the Basin (Lake Tahoe Basin, CA)**
  Develops collateral materials and outreach tools for community engagement. Conducts review and research of existing data and literature to inform project decisions. Supports engagement activities for stakeholders and the general public.
- **Thousand Oaks General Plan Update (Thousand Oaks, CA)**
  Assisted with development and completion of land use map. Led land use mapping, managed and maintained parcel database, and created maps for general plan.
- **Culver City General Plan Update & Zoning Code Update (Culver City, CA)**
  Managed GIS analysis of zoning code update. Created maps and interactive products to educate public on GPLU and zoning changes. Supported community engagement efforts to gather feedback on General Plan Update.
- **Beaumont Climate Action Plan (Beaumont, CA)**
  Developed maps and graphics for vulnerability assessment and supported research and analysis pertaining to climate hazards and social vulnerability..
- **City of Marina General Plan Update & Climate Vulnerability Assessment (Marina, CA)**
  Assisted with mapping for the General Plan. Developed maps and graphics and supported research and analysis regarding climate hazards and social vulnerability.
- **Loma Linda Environmental Justice Element (Loma Linda, CA)**
  Conducted environmental justice mapping to inform community needs and locate disadvantaged communities within the city. Assisted with developing project collateral.
- **SANDAG Social Equity Analysis Methodology Development (San Diego County, CA)**
  Analyzed social equity methodology in Regional Transportation Improvement Plans and developed best practices for SANDAG. Leveraged GIS to create process and methodology analyzing distribution of project funds across the county.

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Appendix B: Supporting Documents

Project Sheets

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SOUTH SAN FRANCISCO GENERAL PLAN UPDATE

SOUTH SAN FRANCISCO, CA

2023 APA NORTHERN CALIFORNIA - COMPREHENSIVE PLAN, SMALL JURISDICTION AWARD OF EXCELLENCE

DESCRIPTION

The City of South San Francisco is home to over 65,000 people with many family-friendly neighborhoods and beautiful parks. It is also the hub of the region's biotech industry and home to many other large employers. While the biotech industry thrives, many residents suffer from higher rates of poverty and lower health care access than the County as a whole. Coupled with an anticipated increased in flooding and sea level rise, these intersecting issues present complex challenges that require dedication and planning.

Raimi + Associates led a multi-disciplinary team of consultants to prepare comprehensive updates for the City's General Plan, Climate Action Plan, Environmental Impact Report, and Zoning Code. Through a robust and inclusive community engagement process, the City and its partners engaged residents in a meaningful discussion about balancing economic development, sustainability, and quality of life. The General Plan Update covers a broad range of topics, including Land use + Community Design, Mobility + Circulation, Housing, Economic Development, Social Equity, Parks + Recreation, Conservation + Open Space, Public Facilities, Services + Infrastructure, Noise, Sustainability + Climate Change Adaptation, and Community Safety + Public Health.

CLIENT

City of South San Francisco

SERVICES

General Plan Update, Community Engagement, Zoning Code Update

TIMELINE

2019 - 2022

CONTACT

Lisa Costa Sanders, Project Administrator
City of South San Francisco
(650) 333-0248
lisa.costasanders@ssf.net

HIGHLIGHTS

- Create a comprehensive vision for growth and development
- Ensure equitable distribution of amenities, goods, and services
- Address sustainability issues and prepare for the potential impacss of climate change
- Maintain the overall identity and quality of life in South San Francisco

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PETALUMA GENERAL PLAN UPDATE AND CLIMATE ACTION & ADAPTATION PLAN

PETALUMA, CA

DESCRIPTION

Raimi + Associates is leading a team of consultants to provide a comprehensive update to the City of Petaluma's General Plan, in addition to preparing a Climate Action and Adaptation Plan (CAAP). Located in Sonoma County, Petaluma is a vibrant river town known for its historic neighborhoods, agricultural traditions, and preserved open spaces. The General Plan Update and the CAAP will serve as a road map for the future of development in the city and address the community's concerns about climate change, affordable housing, and public health.

For these reasons, Raimi + Associates is helping the City prepare a comprehensive update of the General Plan and its associated Environmental Impact Report. In addition to the nine topics mandated by the State, the General Plan Update will touch on additional themes such as economic development, health and equity, arts and culture, and sustainability and climate change. Throughout the process, Raimi + Associates will support City staff and residents in identifying and articulating the right path forward.

HIGHLIGHTS

- Advancing economic opportunity for disadvantaged/vulnerable communities through bold action in the areas of housing, transportation, and intergenerational and multi-cultural programs
- Preserving Petaluma's distinct sense of place and riverfront character
- Creating a community plan for and actively working on adaptation of future riverine flooding and sea level rise impacts
- Conducting an inclusive and transparent community engagement process
- Clear and illustrative supporting graphics and images

CLIENT

City of Petaluma

SERVICES

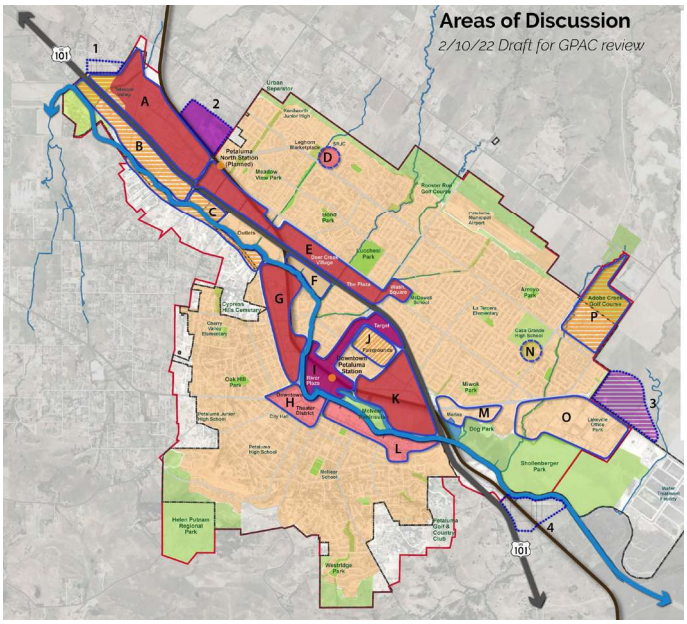
General Plans and Comprehensive Plans, Health and Environmental Community Engagement, Climate Action Planning

TIMELINE

2021 - Present

CONTACT

Christina Paul
Principal Planner
City of Petaluma
707-778-4367
cpaul@cityofpetaluma.org



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MOFFETT PARK SPECIFIC PLAN UPDATE

SUNNYVALE, CA

DESCRIPTION

Moffett Park represents a vital part of the City of Sunnyvale's economic and social identity, having for decades served as a pivotal business center for the region's hightech demographic, while also providing recreational access to the San Francisco Bay and crucial conservation areas along the city's northern-most border. The Plan covers approximately 1,300 acres, including 20 million square feet of office and industrial space that is part of the lively mixed-use district. Raimi + Associates, along with a team of diverse and creative thinkers, approached the area with a critical lens that balanced the preservation and continuity of existing infrastructure. The vision of creating an eco-innovation district is integrated into the Plan to steward the natural environment, enhance climate resilience, and supporting biodiverse native ecosystems and local community health. By collaborating with stakeholders, community members, and City Council members over the course of six interactive City Council study sessions, the Plan centers community voices, establishes community benefits, and identifies infrastructure needs for redevelopment to maximize utilization and long-term growth.

HIGHLIGHTS

- Extensive civic engagement and community visioning
- Close collaboration with local property owners to integrate individual development proposals with plan-wide goals for open space, community access, and housing
- Comprehensive strategy balancing commercial activity and facilities with housing, multi-modal transportation options, and ecological interventions
- Allocation of 20,000 housing units, 10 million net new square feet of office space, and 500,000 square feet of neighborhood serving commercial
- Focus on urban ecology, over 200 acres of new open spaces
- Development requirement of creation/innovation spaces

CLIENT

City of Sunnyvale

SERVICES

Community Planning and Design, Urban Design, Community Engagement

TIMELINE

2019-2023

CONTACT

Trudi Ryan, AICP
Director
Community Development Department
(408) 730-7435
tryan@sunnyvale.ca.gov
https://sunnyvale.ca.gov

BUDGET

$4,000,000

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WALNUT CREEK DESIGN REVIEW STANDARDS + GUIDELINES

WALNUT CREEK, CA

DESCRIPTION

R+A assisted the City of Walnut Creek with a comprehensive update of their Citywide Design Review Standards and Guidelines. The update addressed recent California State legislation, including SB330, requiring objective design standards for administrative approval of residential projects, as well as an optional discretionary pathway with design guidelines. Beginning with an extensive assessment of the existing design standards and guidelines, R+A took a critical look at how to transform existing subjective design guidelines into a comprehensive set of objective standards that both encourages sound design practices and balances the need for standardization with local context-based conditions. Standards and guidelines, as well as accompanying diagrams and graphics were developed for both residential and non-residential development projects, broken into two separate booklets. Each book covers a wide range of topics including site design and circulation, massing and articulation, frontage design, neighborhood compatibility, open space, landscaping, and parking, among others. The project included targeted educational outreach to the development community as well as usability testing of the draft standards and guidelines.

CLIENT

City of Walnut Creek

SERVICES

Zoning Codes and Ordinances, Visualizations

TIMELINE

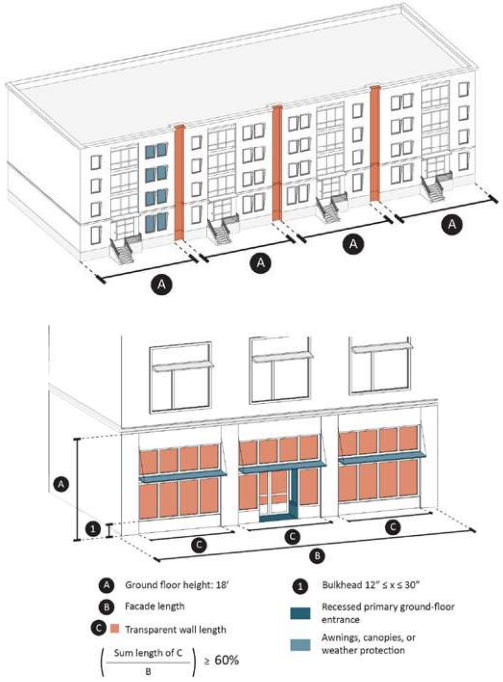
2019-present

CONTACT

Erika Vandenbrande
Community Development Director
City of Walnut Creek
(925) 943-5836
vandenbrande@walnut-creek.org

HIGHLIGHTS

- Targeted educational outreach and usability testing of the draft standards and guidelines including working group meetings, developer focus groups, stakeholder meetings, and collaboration with the Walnut Creek Design Review Committee
- Extensive revisions to existing design standards and guidelines towards clear and objective standards
- Development of clear and illustrative supporting graphics



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ASHBY & NORTH BERKELEY BART OBJECTIVE DESIGN STANDARDS

BERKELEY, CA

CLIENT
BART

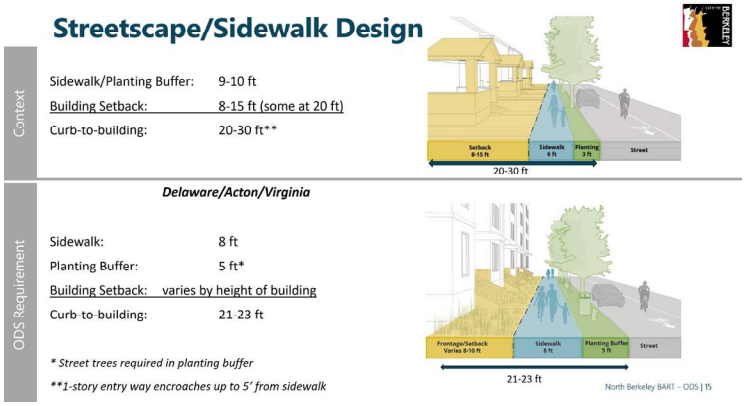
SERVICES
Development Analysis of Station Functionality and Infrastructure Requirements, Objective Design Standards, Circulation Framework, Staff and Stakeholder Outreach

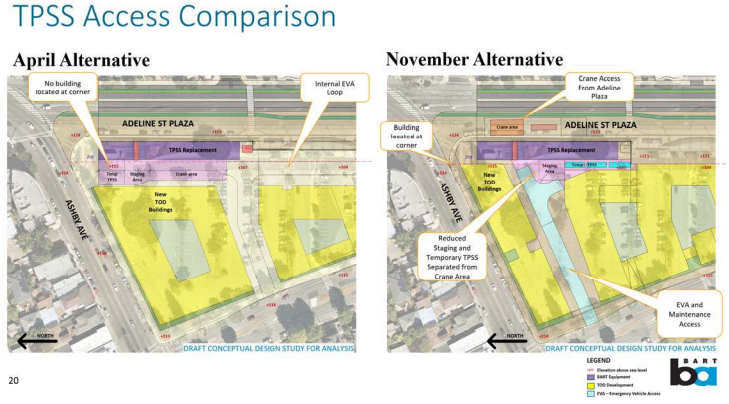
TIMELINE
2021 - Present

CONTACT
Deb Castles
Principal Property Development Officer
BART Real Estate and Property Development
(510) 464-6268
deb.castles@bart.gov

DESCRIPTION
Raimi + Associates is contracted with BART to support site analysis, develop a circulation framework, analyze development proposals, and write objective design standards for TOD Development at both North Berkeley and Ashby BART Stations. The North Berkeley project involved supporting the City of Berkeley in writing the Objective Design Standards in consultation with BART staff, the NBHP developer team, and architecture design teams. The Ashby Station work is underway and has involved in-depth design work and coordination on infrastructure and station emergency access. R+A has worked closely with BART Fire & Life Safety, Mechanical & Engineering, and Real Estate Development to work toward creative design solutions to complex problems to ensure quality design that meets community needs and expectations.

HIGHLIGHTS
- Extensive revisions to existing design guidelines towards clear and objective standards
- Targeted outreach and usability testing of the draft standards
- Development of clear and succinct supporting graphics





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PALO ALTO ZONING ANALYSIS

PALO ALTO, CA

CLIENT
City of Palo Alto, Lexington Planning

SERVICES
Zoning

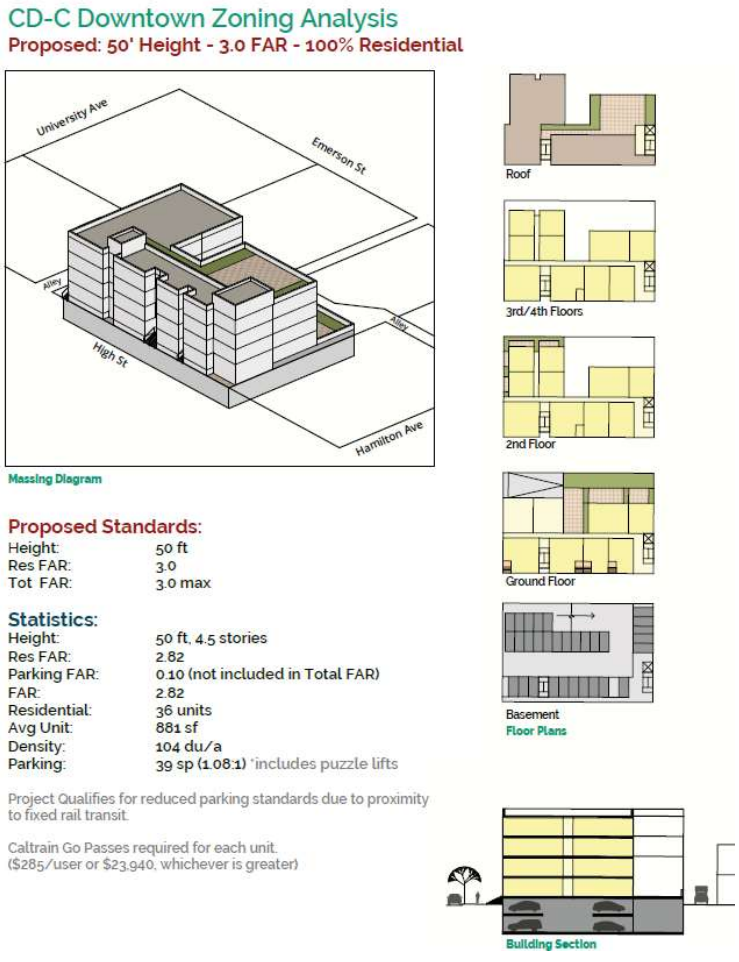
TIMELINE
2018-2019

CONTACT
Jodie Gerhardt
Manager of Current Planning
City of Palo Alto
650.329.2575
jodie.gerhardt@cityofpaloalto.org

Jean Eisberg, AICP
Lexington Planning
415.516.4479
jean@lexingtonplanning.com

DESCRIPTION
Raimi + Associates worked with Lexington Planning and the City of Palo Alto to perform analysis of proposed zoning changes in the downtown, mixed-use, and corridor zoning districts. The analysis included architectural models, floor plans, in-context renderings, and project statistics for three sites. Each site was modeled with existing zoning and proposed zoning controls. The analysis provided supporting information for decision makers to adopted zoning with increased density in the three zoning districts that supported the City's goal to increase housing in the high resource areas of Palo Alto.

HIGHLIGHTS
- Architecture Models of Zoning Alternatives
- Infill Development
- Zoning Analysis



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PETALUMA HOUSING ELEMENT UPDATE

PETALUMA, CA

DESCRIPTION

Raimi + Associates, in collaboration with Veronica Tam Associates, helped the City of Petaluma draft its Housing Element Update for the 2023-2031 (Sixth Cycle) period. The comprehensive process examined housing needs, constraints, policy priorities, and strategies to facilitate new housing construction and preservation of existing housing to meet RHNA. As the City's housing plan, the Housing Element will guide decision-making around housing development and how best to meet housing needs inclusive of all incomes and special needs populations.

Raimi + Associates developed the City's Site Inventory by conducting a thorough city-wide assessment to identify sites that can accommodate density and additional units towards meeting the City's Regional Housing Needs Allocation (RHNA) goals. Raimi + Associates also led an engagement process in conjunction with the General Plan Update process to gain insights and input from residents and stakeholders. The team hosted two interactive public workshops, a city-wide survey, and stakeholder interviews specifically for the Housing Element Update. The Housing Element was adopted by the City Council on March 20, 2023, and certified by the California Department of Housing and Community Development (HCD) on May 18, 2023.

CLIENT

City of Petaluma

SERVICES

Housing

TIMELINE

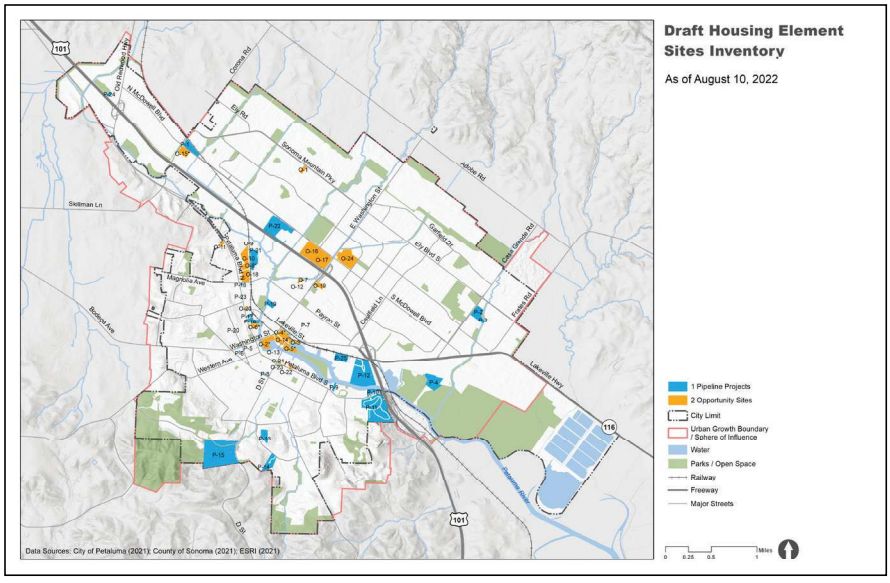
2021 - 2023

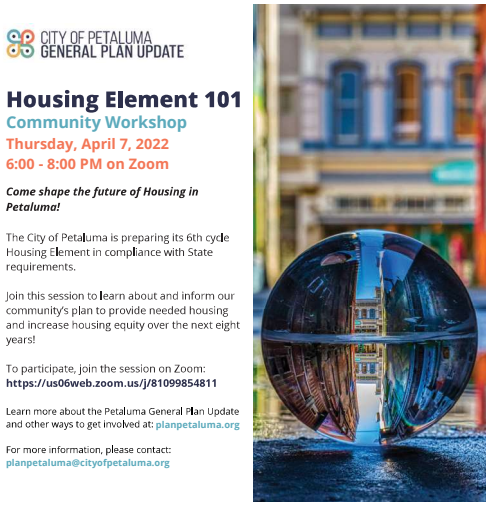
CONTACT

Brian Oh
Community Development Director
City of Petaluma
707-615-6568
boh@cityofpetaluma.org

HIGHLIGHTS

- Analyzed city-wide development trends and realistic densification potential across different neighborhoods
- Identified sites to accommodate Berkeley RHNA goal of 1,910 residential units
- Conducted an inclusive and transparent community engagement process





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CITY OF BERKELEY HOUSING ELEMENT

BERKELEY, CA

CLIENT
City of Berkeley

SERVICES
General Plans and Comprehensive Plans, Community Engagement

TIMELINE
2021-2023

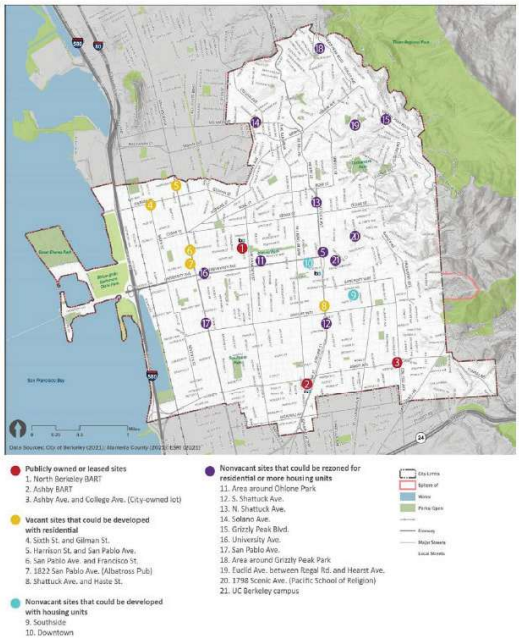
CONTACT
Grace Wu
Senior Planner
Land Use Planning Division
City of Berkeley
(510) 981-7484
gwu@cityofberkeley.info

DESCRIPTION
Raimi + Associates, in collaboration with Veronica Tam Associates, helped the City of Berkeley draft its Housing Element Update for the 2023-2031 (Sixth Cycle) period. The comprehensive process examined housing needs, constraints, policy priorities, and strategies to facilitate new housing construction and preservation of existing housing to meet RHNA. As the City's housing plan, the Housing Element will guide decision-making around housing development and how best to meet housing needs inclusive of all incomes and special needs populations.

Raimi + Associates developed the City's Site Inventory by conducting a thorough city-wide assessment to identify sites that can accommodate density and additional units towards meeting the City's Regional Housing Needs Allocation (RHNA) goals. Raimi + Associates also led an engagement process including stakeholder interviews and small-format meetings, a city-wide survey, and three interactive public workshops to gain insights and input from residents and stakeholders. The Housing Element was adopted by the City Council on January 18, 2023, and certified by the California Department of Housing and Community Development (HCD) on February 28, 2023.

HIGHLIGHTS
- Analyzed city-wide development trends and realistic densification potential across different neighborhoods.
- Identified sites to accommodate Berkeley RHNA goal of 8,934 residential units.
- Conducted stakeholder interviews and hosted interactive community workshops to get input from residents and stakeholders.

Figure F-2 Map showing summary of input on housing types and locations



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MILPITAS HOUSING ELEMENT UPDATE

MILPITAS, CA

DESCRIPTION

Raimi + Associates led a team of consultants to prepare the 6th Cycle Housing Element for the City of Milpitas that will shape and guide housing development from 2023 through 2031. The Housing Element Update includes analyzing governmental and non-governmental constraints to housing development through a thorough review of the City's Plans and Zoning Ordinance, evaluating the City's resources, and reviewing past housing accomplishments. The Housing Element also includes an assessment of the City's capacity to accommodate the Regional Housing Need Allocation (RHNA) goals while affirmatively furthering fair housing.

Throughout the project, the team conducted targeted outreach and coordination with the community, stakeholders, property owners, and city staff through workshops, pop-ups, and focus group meetings. The final Housing Plan includes housing goals, policies, and actions to meet the diverse housing needs of the community.

HIGHLIGHTS

- Identify vacant and underutilized sites to accommodate the Regional Housing Needs Allocation (RHNA) goals
- Develop housing goals, policies, and programs to ensure compliance with latest State laws
- Engage community members through workshops, stakeholder interviews, pop-ups, and online surveys, among others

CLIENT

City of Milpitas

SERVICES

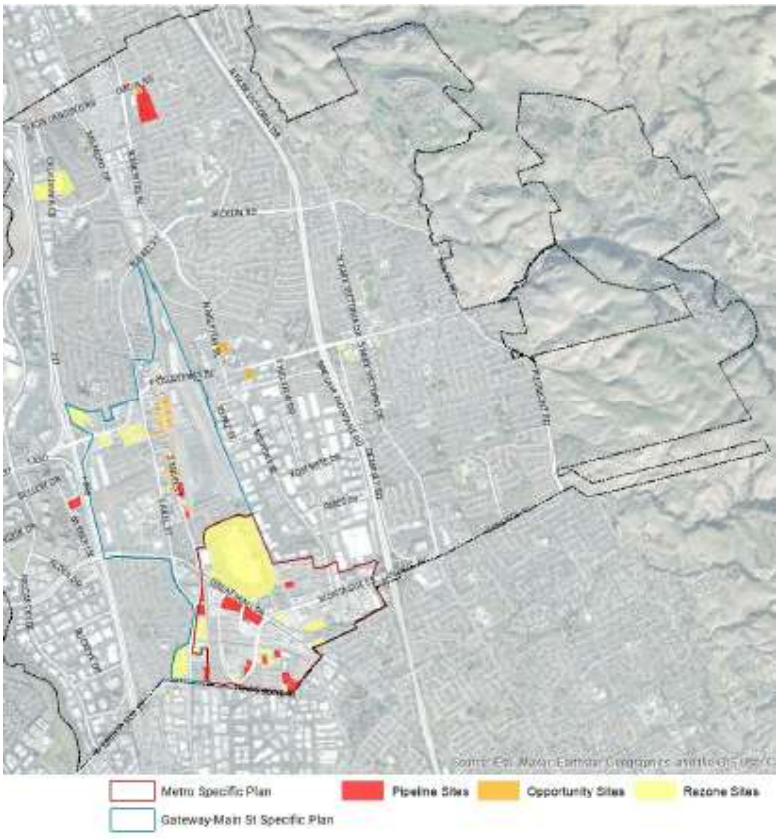
Housing

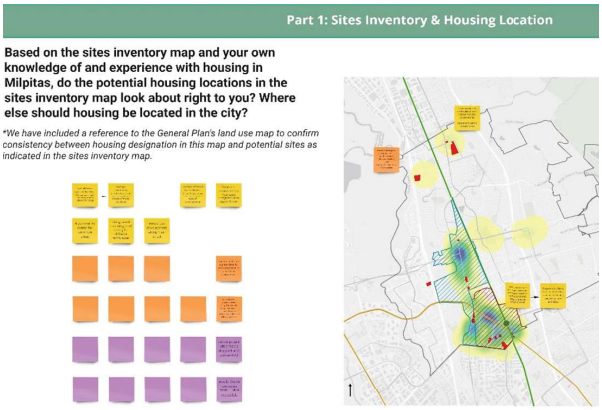
TIMELINE

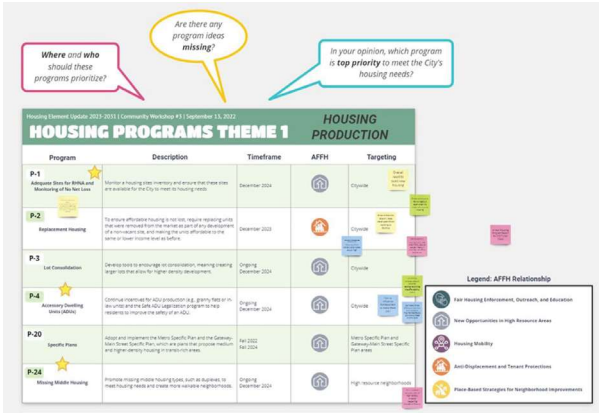
2021 - 2023

CONTACT

Hanson Hom
Senior Special Projects Associate,
hhom@milpitas.gov







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MILPITAS OBJECTIVE DESIGN STANDARDS

MILPITAS, CA

CLIENT
City of Milpitas

SERVICES
Objective Design Standards
Site Tests

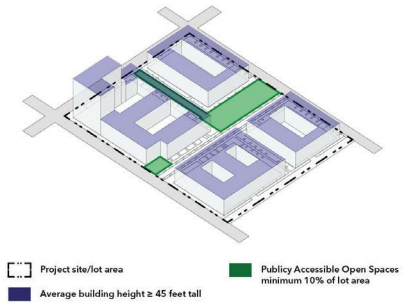
TIMELINE
2021-2022

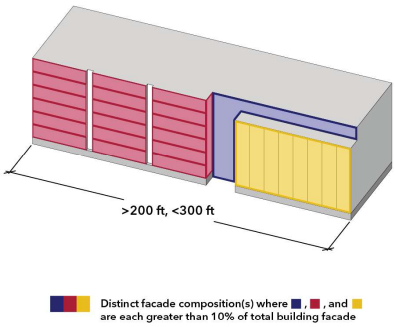
CONTACT
Jay Lee
Principal Planner
City of Milpitas
(408) 586-3077
jlee2@ci.milpitas.ca.gov

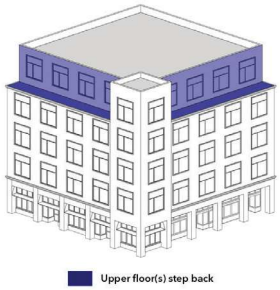
KEY STAFF
Simran Malhotra, PIC
Chris Sensenig, PM

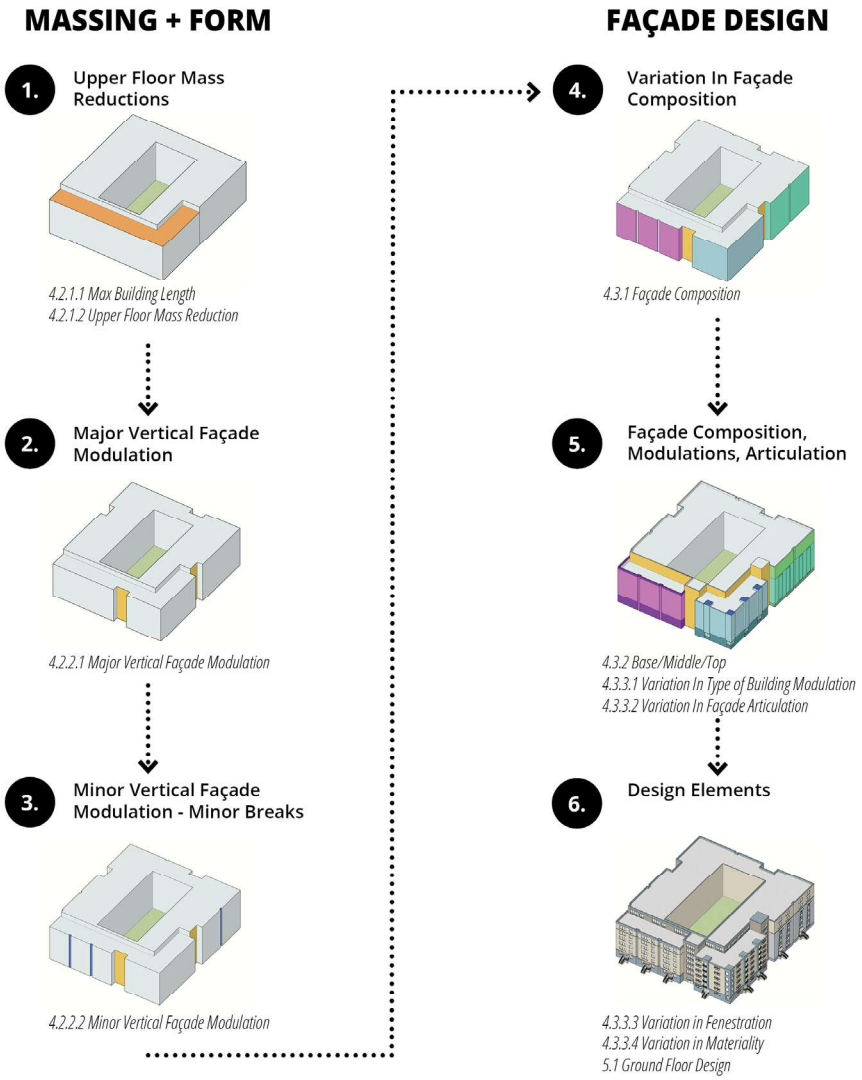
DESCRIPTION
Raimi + Associates worked with the City of Milpitas to develop Objective Design Standards for residential and mixed-use projects. The document was the first city-wide design document. R+A's work included providing a techical memo, framework plan for design standards, site tests of example products, and a comprehensive set of objective design standards.

HIGHLIGHTS
- Outreach to City staff and stakeholders
- Analysis of General Plan's design guidance
- Intent and purpose statements for design standards
- Flexibility in meeting design intent
- Development of clear and succinct supporting graphics
- Implementation check-list









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MILPITAS HOUSING OPPORTUNITY DISTRICTS

MILPITAS, CA

CLIENT
City of Milpitas

SERVICES
General plans and comprehensive plans
Zoning codes and ordinances
Visualizations
Community engagement

TIMELINE
2021-Present

CONTACT
Jay Lee
Interim Planning Director
City of Milpitas
(408) 586-3077
jlee2@ci.milpitas.ca.gov

BUDGET
$308,393

KEY STAFF
Simran Malhotra, Principal
Chris Sensenig, Project Manager
Antara Tandon, Key Staff

DESCRIPTION
Raimi + Associates is leading the Housing Opportunity Districts (HOD) project for the City of Milpitas. The project includes updating the zoning for the Town Center (TC) and Neighborhood Commercial Mixed-use (NCMU) land use designations of the General Plan to foster the development of mixed-use neighborhoods. The project aims to implement General Plan goals and policies, incentivize affordable housing, help meet current and future regional housing goals, support revitalization of aging shopping centers, and create a net positive on City revenue.

Raimi + Associates analyzed existing conditions, conducted stakeholder interviews, and reviewed and summarized nation-wide best practices in housing opportunity and overlay zones. The team also conducted site tests to model current development standards and proposed zoning standards for each zone. The project will amend the General Plan land-use designation and draft new zoning standards for the NCMU and TC to include sub-districts to allow flexible and feasible mixed-use development.

HIGHLIGHTS
- Conduct a comprehensive analysis of existing conditions
- Conduct stakeholder interviews and shared informational videos to incorporate community perspectives
- Research and summarize best practices from across the nation in the realm of housing opportunity and overlay zones
- Test existing and proposed development standards on select sites through 3D modelling
- Update NCMU and TC General Plan definitions and zoning standards to allow mixed-use development

Conceptual phased redevelopment of NCMU at Calaveras Blvd

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CONCORD AFFIRMATIVELY FURTHERING FAIR HOUSING REZONING PROJECT

CONCORD, CA

DESCRIPTION

Raimi + Associates was retained by the City of Concord to work on the Concord Affirmatively Furthering Fair Housing Rezoning Project (Project) which implements Program 8.6 of the 2023-2031 Housing Element. Program 8.6 aims to rezone a minimum of 20 acres of land in moderate- and high-resource areas of the City to accommodate at least 1,000 additional multi-family housing units accessible to lower-income households.

The project includes identifying sites, preparing rezoning alternatives, developing General Plan and Zoning Amendments for the preferred rezoning alternative, conducting an environmental impact report, facilitating community engagement, and offering additional services to implement the rezoning.

HIGHLIGHTS

- Implement Program 8.6 of the Housing Element through updated zoning
- Develop General Plan and Zoning amendments for the preferred rezoning alternative
- Conduct feasibility analysis of development standards through site tests

CLIENT

City of Concord

SERVICES

Zoning
Engagement
Site Tests

TIMELINE

2024 - present

CONTACT

Justin Ezell
Assistant City Manager
City of Concord
(925) 671-3155
Justin.ezell@cityofconcord.org

City of Concord
April 2024
Affirmatively Furthering Fair Housing Rezoning Project

Frequently Asked Questions

What is this project?
Concord's Affirmatively Furthering Fair Housing Rezoning Project is an inclusive public planning process that involves rezoning select properties in higher-resource neighborhoods to allow multi-family development. While the project is being completed under mandates from the State of California, the overarching goal is to partner with the community to address housing inequities and improve quality of life in Concord.

What is AFFH?
AFFH stands for Affirmatively Furthering Fair Housing. It is a provision of the Fair Housing Act, Title VIII of the Civil Rights Act of 1968, and a piece of federal legislation that prohibits discrimination in the sale, rental, and financing of housing and ensures equal opportunity in housing for all. While federal law prohibited overt forms of housing discrimination, residential segregation has remained and persists in California today.

California Assembly Bill 686 created new requirements for cities to affirmatively further fair housing as a part of a jurisdiction's planning process, and to take meaningful actions that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity.

What are higher-resource neighborhoods?
The California Tax Credit Allocation Committee (TCAC) identifies neighborhoods of the state that have been shown to have positive educational, economic, and health outcomes for low-income families. These neighborhoods are characterized by quality schools, safety, plentiful community amenities, and economic opportunity.

Why is this project happening now?
The City's recently adopted Housing Element is a State-mandated plan to meet the housing needs of everyone in the community. It maps out how the City of Concord facilitates a variety of housing types for all income groups, assists in the development of lower and moderate-income housing, removes constraints to housing, improves existing housing, and promotes fair housing. California law requires that each county and city in the state develop and adopt a revised Housing Element every eight years and report progress on program accomplishment each year.

The California Department of Housing and Community Development (HCD) certified the City's 2023-2031 Housing Element Update in October 2023. The housing element contains many programs, including Program 8.6 Fair Housing, which aims to increase housing supply, choices, and affordability in higher-resource neighborhoods of the city.

Shaded blue depicts study area

For more information, visit:
www.cityofconcord.org/AFFH

Questions? Email:
justin.ezell@cityofconcord.org

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DOWNTOWN WATSONVILLE SPECIFIC PLAN

WATSONVILLE, CA

CLIENT
City of Watsonville

SERVICES
Specific and Corridor Planning, Visioning, Community Engagement, Urban Design

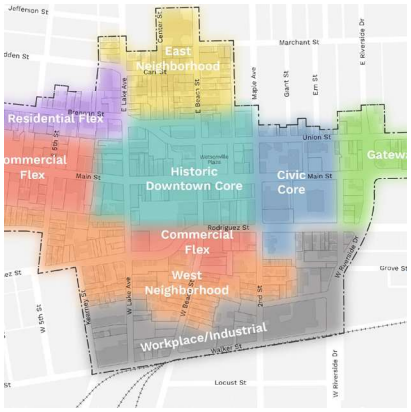
TIMELINE
2019-2023

CONTACT
Justin Meek, ACIP
Assistant Community Development Director
City of Watsonville
831-768-3077
justin.meek@cityofwatsonville.gov

DESCRIPTION
Raimi + Associates worked with the City of Watsonville and a multi-disciplinary team of subconsultants to create a vision for Downtown Watsonville. The City of Watsonville is in the Pajaro Valley of Santa Cruz County and is approximately six square miles in size. Watsonville is a productive agricultural area with a rich history that presents a unique opportunity to leverage its existing charm to create a vibrant downtown experience.

The proposed Downtown Core is stitched together by Main Street which also acts as a major regional corridor (152) that is partially owned by Caltrans. This area includes the City's main Plaza in addition to City Hall, the city owned parking structure and the police station. The area also contains various opportunity sites that are ripe for redevelopment. These assets are key building blocks for the creation of Downtown which will be a charming, walkable, historic, vibrant, safe, and activity-oriented center in the Pajaro Valley. The plan creates a vision and identity for the area, design strategies for the public realm, mobility strategies, and implementation strategies and actions for decision makers to undertake to make Downtown Watsonville a reality.

HIGHLIGHTS
- Design framework with character area designations
- Historic Core as the heart of Downtown Watsonville
- Identify vacant and underutilized sites
- Integrate street network improvements to reduce travel lanes on Main Street
- Utilize online engagement techniques



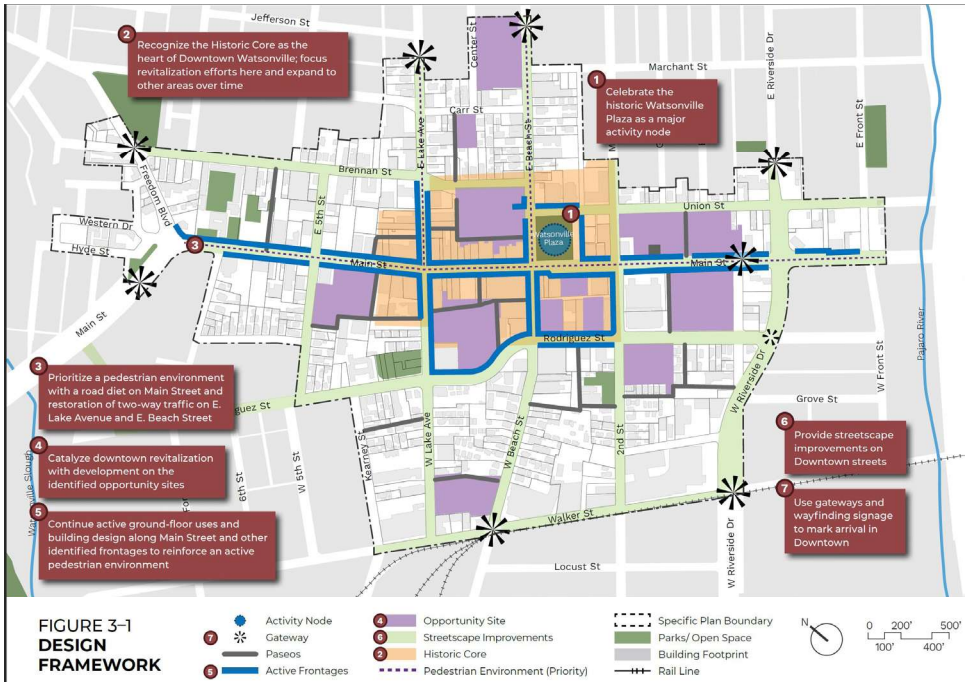


FIGURE 3-1
DESIGN FRAMEWORK

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Exhibit B

Raimi Pricing Sheet_2025

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raimi+ associates

2025 Billing Rates

The following is the Rate Schedule for Raimi + Associates through December 31, 2025.

Labor

Senior Principal/Principal (Raimi, Malhotra, Whitmore, Yurkovich)	$285/hour
Associate Principal	$250/hour
Senior Associate	$225/hour
Intermediate Associate	$215/hour
Associate (McNulty)	$200/hour
Senior Planner/Designer/Researcher II	$190/hour
Senior Planner/Designer/Researcher I	$180/hour
Intermediate Planner/Designer II (Hernandez)	$170/hour
Intermediate Planner/Designer I (Cheechov, Shah)	$160/hour
Planner/Designer/Researcher II	$140/hour
Planner/Designer/Researcher I	$125/hour
Finance Director	$175/hour
Account Manager	$125/hour
Intern	$75/hour

BERKELEY 1900 Addison St, Suite 200
Berkeley, CA 94704
510.666.1010

LOS ANGELES 448 South Hill St, Suite 512
Los Angeles, CA 90013
213.599.7671

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raimi+ associates

Reimbursable Expenses

General Office Expenses	Billed at 3% of labor
Sub-consultant Management	7%
Travel mileage	Current IRS rate
Travel (Airfare, Hotel, Meals)	At cost / Per contract
Outside Vendor Expenses	At cost / Per contract
Printing (in-house for large print jobs only)	11x17 Color - $1.00/ea 8.5x11 Color - $0.50/ea 11x17 B/W - $0.20/ea 8.5x11 B/W - $0.10/ea
Binding	$2.50 per document (8.5x11) or at cost from vendor
Large Format Printing/Plotting	At cost from vendor
Large volume print jobs (e.g., final reports)	At cost from vendor

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26-017

PROFESSIONAL SERVICES MASTER AGREEMENT (ON-CALL PLANNING)

BETWEEN

CITY OF BENICIA AND

Raney Planning & Management

This Professional Services Master Agreement ("Agreement") is dated July 1, 2025, and is by and between the City of Benicia, a political subdivision of the State of California ("CITY") and Raney Planning & Management, a California Corporation located at 1501 Sports Drive, Suite A, Sacramento, California 95834, licensed to do business in California, ("CONTRACTOR") relating to Raney - Planning Master Service Agreement (FY26-27) Services (“Services").

1. Agreement

1.1. 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 by the City Manager, or designee who is hereby authorized to execute any Task Order and issue a Notice to Proceed, without further action by the City Council, provided the Task Order is within the total authority of this Master Service Agreement. Amendments to this Master Service Agreement require City Council approval.

Services may include, but not be limited to:

A. Long-Range Planning Policy and Strategies

B. Environmental Review

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.

1.2. Term of Agreement

A. This Agreement will conclude on June 30, 2027 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.

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1.3. 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.

1.4. Compensation

CONTRACTOR shall be compensated, a total value not to exceed $325,000 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 not to exceed 5% or the current year's February change of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Francisco-Oakland-Hayward, CA index, whichever is lower, and must seek CITY's authorization for rate changes. 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.

1.5. 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 in excess of $1,000.00, where prevailing wages are required by 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 City's Public Works 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 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. CONTRACTOR 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 CONTRACTOR shall pay federal Davis Bacon wages and comply with applicable federal requirements.

B. 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.

C. CONTRACTOR, where applicable, 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.

1.6. 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. **Patent Rights, Copyright, Trade Secrets:** CONTRACTOR 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.

C. **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 artd will survive termination of this Agreement.

D. **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.

E. **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.

F. **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.

G. **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 al I 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

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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

1.7. 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.

1.8. 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.

1.9. 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.

1.10. 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 based on a final invoice from the CONTRACTOR.

1.11. 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 I 101, 1102and1102.1; 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.

1.12. 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. § l8700(a) (2))

1.13. 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.

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CONTRACTOR shall have responsibility for and control over the means of providing services under this Agreement.

1.14. 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.

1.15. 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.

1.16. 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.

1.17. 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.

1.18. 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.

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1.19. 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.

1.20. 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.

1.21. 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: Stacy Hofacre

Senior Management Analyst

shofacre@ci.benicia.ca.us

To Contractor: Nick Pappani

Vice President

npappani@Raneymanagement.com

1.22. 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.

1.23. 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.

2. Insurance Requirements

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2.1. INSURANCE REQUIREMENTS

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated July 1, 2025, by and between Raney Planning & Management, hereinafter referred to as "Contractor", and the City of Benicia, hereinafter referred to as "City", providing for professional services.

2.2. 1. Contractor's Duty to Show Proof of Insurance

Contractor, 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 Contractor's acts, errors, or omissions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Contractor shall not perform any work under this Agreement until Contractor 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, Contractor 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, Contractor 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. Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or City as an additional insured.

2.3. 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 Contractor'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. Contractor 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.

2.4. 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.

2.5. Workers' Compensation Insurance

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

2.6. 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.

2.7. 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.

2.8. Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Contractor, at Contractor'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.

2.9. Insurance terms and conditions:

3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Contractor shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Contractor 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. Contractor 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.

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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 Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor 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 Contractor is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Contractor'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 Contractor'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 Contractor 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 Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor. City, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Contractor 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 Contractor 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.

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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 Contractor and its Subcontractors shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Contractor's fees under this Agreement (and the fee of its Subcontractors under Subcontractor agreements) shall be reduced by the amount of insurance premiums that may be avoided by Contractor and its Subcontractors 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 Contractor's and Subcontractors policies. Construction Manager and its Subcontractors shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

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

"Raney Planning & Management" By: Signed by: Nick Pappani FEC798A4B7C74BD... 6/20/2025
Nick Pappani

Its: Vice President

"City" By: _____

Its: _____

"Department" By: _____

Its: _____

"City Attorney" By: _____

Its: City Attorney

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Exhibits List

A - Scope of Work

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Exhibit A

Scope of Work

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RANEY PLANNING & MANAGEMENT, INC. | 25 years

ENVIRONMENTAL | PLANNING | PUBLIC FACILITATION | HOUSING

Statement of Qualifications for On-Call Contract Environmental and Planning Services

City of Benicia

Attn: N/A

Corporate Office:
1501 Sports Drive, Suite A
Sacramento, CA 95834
Office: (916) 372-6100
info@raneymanagement.com

Rod Stinson
Vice President/Air Quality Specialist
rods@raneymanagement.com

Angela DaRosa
Division Manager/Air Quality Specialist
adarosa@raneymanagement.co

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1. PROJECT ORGANIZATION

1.1 NAME OF SUBCONTRACTORS

Raney will select each sub-consultant based upon the unique characteristics associated with each project in order to ensure the most qualified technical assistance. Raney will coordinate with the City to determine the appropriate sub-consultants based upon project-specific needs. It should be noted that Raney prepares air quality and greenhouse gas analyses in house. A list of potential sub-consultants is provided below. Alternate or other technical sub-consultants will be determined in consultation with the City.

Name: Monk and Associates
Address: 136 Saranap Ave, Walnut Creek, CA 94595
Phone: (925) 947-4867
Email: monkadmin@monkassociates.com
Responsible corporate officer: Sarah Lynch
Office location: 136 Saranap Ave, Walnut Creek, CA 94595

Name: Eileen Barrow & Associates
Address: P.O. Box 1531, Rohnert Park, CA 94927
Phone: (707) 584-8200
Email: ebarrow@ebarrowassociates.com
Responsible Corporate Officer: Eileen Barrow
Office Location: 1115 Halyard Drive, Santa Rosa, CA 95401

Name: Geocon Consultants
Address: One Harbor Center, #320A, Suisun City, CA 94585
Phone: (916) 852-9118
Email: goodrich@geoconinc.com
Responsible Corporate Officer: Shane Rodacker
Office location: One Harbor Center, #320A, Suisun City, CA 94585

Name: West Yost
Address: 2020 Research Park Drive, Suite 100, Davis, CA 95618
Phone: (530) 756-5905
Email: edrayer@westyost.com
Responsible corporate officer: Elizabeth Drayer
Office location: 2020 Research Park Drive, Suite 100, Davis, CA 95618

Name: Saxelby Acoustics
Address: 915 Highland Pointe Drive #250, Roseville, CA 95678
Phone: (916) 760-8821
Email: admin@saxnoise.com
Responsible corporate officer: Luke Saxelby
Office Location: 915 Highland Pointe Drive #250, Roseville, CA 95678

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Name: Fehr & Peers
Address: 555 Capitol Mall, Suite 510, Sacramento, CA 95814
Phone: (916) 329-7332
Email: b.burton@fehrandpeers.com
Responsible Corporate Officer: Bill Burton
Office Location: 100 Pringle Avenue, Suite 600, Walnut Creek, CA 94596

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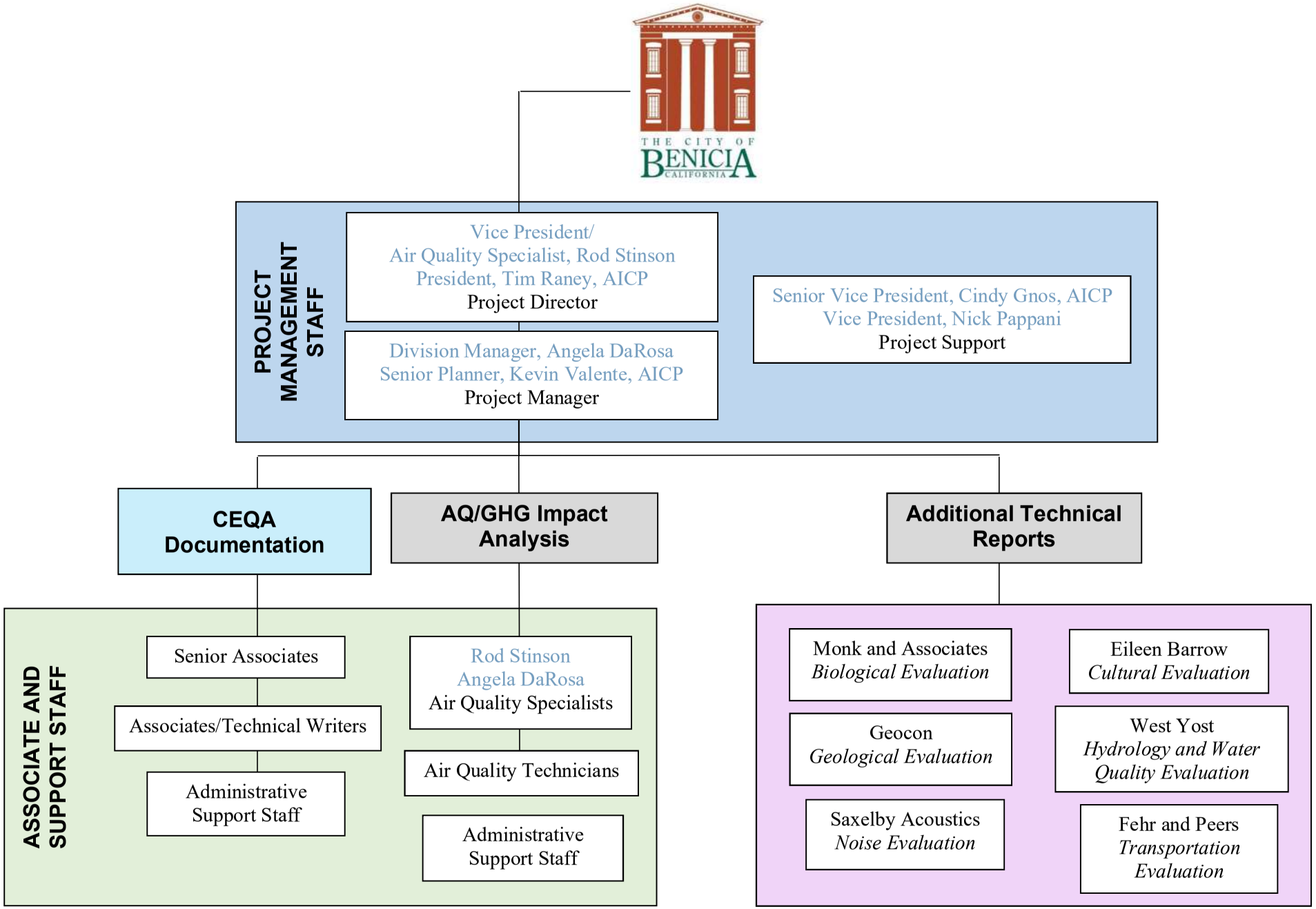
1.2. ORGANIZATIONAL CHART

The following organizational chart highlights the structure of the project team for the City of Benicia On-Call Planning and Environmental Services.



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1.3 Description of Responsibilities

Environmental Services

Vice President/Air Quality Specialist, Rod Stinson, will serve as the Project Director and will be responsible for overseeing the environmental review process and providing quality control. Mr. Stinson would be assisted by Division Manager/Air Quality Specialist, Angela DaRosa, who would serve as the Project Manager. The Project Manager will be responsible for providing the environmental review services, as well as coordinating with City staff and the applicant throughout the process.

Rod Stinson – Vice President/Air Quality Specialist

2005-Present

Role: Project Director/Air Quality and GHG Technical Analysis

Mr. Stinson brings over 19 years of environmental experience to the Raney team with a background in CEQA, air quality, and water resources. As Raney's Vice President, Mr. Stinson has served as the Project Manager in the preparation of numerous environmental and planning projects, including CEQA Initial Studies and EIRs as well as NEPA Categorical Exclusions and Environmental Assessments. Mr. Stinson has managed projects ranging from complex mining, solar, and infill projects to large-scale specific plans and general plans as well as standard residential, affordable housing, mixed-use, commercial, industrial, and infrastructure projects. In addition, Mr. Stinson serves as Raney's in-house Air Quality Specialist, with over ten years of experience in preparing air quality analyses for a variety of development projects. Mr. Stinson has completed numerous air quality impact and greenhouse gas analyses, working closely with lead agencies and local air districts throughout northern and southern California. In addition, Mr. Stinson has prepared CAPs for the cities of Wheatland and Galt and a CAP/SAP for the Cosumnes CSD, and is in the process of preparing a CAP for the City of Manteca. Mr. Stinson holds a Bachelor of Science degree in Forestry and Natural Resources Management with a concentration in Environmental Management from California Polytechnic State University, San Luis Obispo.

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ANGELA DAROSA – DIVISION MANAGER/ AIR QUALITY SPECIALIST

2010-Present

Role: Project Manager/Air Quality and GHG Technical Analysis

Ms. DaRosa brings 14 years of environmental experience to the Raney team with a background in CEQA, air quality, and engineering. Ms. DaRosa graduated from California Polytechnic State University, San Luis Obispo, with a Bachelor of Science degree in Environmental Engineering. Ms. DaRosa's background in engineering and technical writing allows her to analyze complex technical studies and integrate them into each project.

As Division Manager with Raney, Ms. DaRosa provides project management and assists in the preparation and processing of various environmental and planning documents, such as EIRs, Initial Studies, NEPA compliance documents, and environmental land use and planning documents. Ms. DaRosa has successfully management several envionrmental review projects, including, but not limited to, the Creekside Vineyards EIR and East and West 18th Street Warehouse Initial Studies for the City of Antioch; Lippi Ranch EIR for the City of Galt; the Mace Ranch Innovation Center EIR and UMall Redevelopment Consistency Checklist for the Cty of Davis; and the Brady Vineyard Subdivision EIR for Placer County. As an Air Quality Specialist, Ms. DaRosa works closely with Raney's in-house Air Quality Technician to prepare air quality and greenhouse gas analyses, including Health Risk Assessments, for Initial Studies and EIRs, as well as stand-alone analyses for various private-sector clients.

In addition, Ms. DaRosa has prepared CAPs for the cities of Wheatland and Galt and a CAP/SAP for the Cosumnes CSD, and is in the process of preparing a CAP for the City of Manteca. Ms. DaRosa prepared analyses for projects located within the jurisdictional boundaries of a number of air districts throughout the State including, but not limited to, the YSAQMD, BAAQMD, SMAQMD, PCAPCD, and SJVAPCD. Project types for which Ms. DaRosa has prepared analyses include residential and mixed-use developments, fitness centers, industrial parks, shopping centers, warehouse expansions, medical centers, offices, and photovoltaic systems. Ms. DaRosa is proficient in the use of current air quality models, including CalEEMod, AERSCREEN, AERMOD, and HARP RAST.

Mr. Stinson and Ms. DaRosa have worked together as Project Director and Project Manager on numerous projects over their long tenure at Raney. Raney has included an example of one such project below. For additional examples, please see the *Supplementary Project Examples* document uploaded in *Section 8.1. Discretionary Supplemental Materials*.

Alhambra Boulevard Redevelopment Project IS/MND

City of Sacramento, California

The Alhambra Boulevard Redevelopment Project IS/MND included the demolition of existing on-site structures, the removal of on-site trees and Chinatown Alley, and the development of a six-story mixed-use complex comprised of 332,310 square feet (sf) of residential space including 332 residential units, 110,080 sf of garage space, and a 2,400-sf coffee shop located on the ground

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floor. The original brick façade of the warehouse buildings along Alhambra Boulevard were preserved as structures of historical character. The project required approval of a Conditional Use Permit; Site Plan and Design Review; and a Tree Permit.

Project support will be provided by President, Tim Raney, AICP; Vice President, Nick Pappani; and Raney's Associate staff. Raney has included resumes of the key team members in Section 4.

PLANNING SERVICES

President, Tim Raney, AICP, will serve as the Project Director and would be responsible for overseeing the review process, coordinating with lead agency staff, and providing quality control. Senior Planner, Kevin Valente, AICP, will serve as the Project Manager and will be responsible for managing the day-to-day planning services, coordinating with the client, outside agencies, and project team.

TIMOTHY RANEY, AICP – PRESIDENT

1999-Present

Role: Project Support

As the President of Raney Planning & Management, Inc., Mr. Raney serves as the leader of the Raney team. Mr. Raney specializes in CEQA processing, planning, and public facilitation, bringing thirty years of experience to each project. Mr. Raney currently serves as the Community Development Director to the City of Wheatland and, together with Raney staff, has been providing contract planning services to the City since 2004. In addition, Mr. Raney previously served as the Interim Community Development Director for the City of Oakley while the City was completing its General Plan Update.

Since establishing the firm in 1999, Mr. Raney has successfully processed numerous CEQA, NEPA, and planning projects, including Initial Studies, Environmental Impact Reports, Environmental Assessments, and special planning projects such as the APA Award-winning Community Vision for the City of Wheatland. Mr. Raney's diverse experience includes unique and complex projects such as marinas, military base conversions, mining, and solar to large-scale specific plans, master plans, zoning code updates, and numerous private development projects for residential, commercial, mixed-use, industrial, and infrastructure/roadway.

Mr. Raney also has diverse experience in local government, including being Councilmember and Mayor of the City of Citrus Heights, Planner in the City of Sacramento's Planning Department, and previously serving on the Board of the Sacramento Metro Chamber Metro PAC and the Sacramento Tree Foundation. Mr. Raney has been involved in local government issues with the League of California Cities, the Commission on Local Governance for the 21st Century, and the Citrus Heights Chamber of Commerce. This experience gives Mr. Raney a better understanding of the needs and requirements of local government. Mr. Raney has a Bachelor of Science degree in Agricultural Economics from the University of California, Davis.

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KEVIN VALENTE, AICP – SENIOR ASSOCIATE

2013-Present

Role: Project Manager

Mr. Valente has been with Raney for 12 years bringing his planning knowledge and design background to the processing of development projects and the preparation of larger policy documents and various CEQA documents. Mr. Valente serves as Raney's Senior Planner and has provided contract planning services to the cities of Antioch, Elk Grove, Galt, Lincoln, Live Oak, Oakley, Pacifica, Sacramento, and Wheatland, as well as Butte County, El Dorado County, and Yolo County. Mr. Valente currently assists Yolo County with processing Conditional Use Permits for various cannabis-related projects, including reviewing applications and consulting with agencies and County departments. Under contract with the City of Sacramento, Mr. Valente provided planning services to the Design Review staff, as well as, the Zoning Administrator and has processed over 75 Cannabis Production and Cannabis Dispensary Conditional Use Permits and over 50 minor modifications. Serving as contract planner to the cities of Antioch, Elk Grove, Galt, and Lincoln, as well as Butte County and El Dorado County, Mr. Valente drafts staff reports, writes conditions of approval, conducts plan checks, and presents to the Planning Commission, City Council, and Board of Supervisors. Mr. Valente is also responsible for reviewing development applications; preparing public notices; and coordinating with City and County planning staff, the applicant team, and pertinent local and State agencies.

Moreover, Mr. Valente assists Company President Tim Raney who serves as the Community Development Director for the City of Wheatland, and together the two serve as the City's Planning Department staff. Mr. Valente processes current planning applications, and prepares long range planning documents for the city, such as the Bikeway Master Plan, Downtown Corridor Improvement Plan, Community Development Design Standards, and the Wheatland Housing Element. As contract Planning Director for the City of Live Oak, Mr. Valente assisted with the drafting and adoption of an employment zoning district text and map amendment, which included the creation of two separate Employment Zoning Districts to promote the development of professional offices, businesses, and parks and related campus services, as well as auto service centers, development parks, and construction industries. Mr. Valente recently completed the Live Oak Community Vision and Housing Element Update. In addition to reviewing and processing land use applications, Mr. Valente has answered day-to-day community inquiries, reviewed business license requests, and regularly attended Planning Commission and City Council hearings.

Mr. Raney and Mr. Valente have worked extensively together in the City of Wheatland as the City's Community Development Director and Senior Planner, respectively. Mr. Valente has also worked extensively with Senior Vice President, Cindy Gnos, AICP, in jurisdictions throughout the Bay Area. As Ms. Gnos will be on-call as needed for projects in the City of Benicia, Raney has included projects she and Mr. Valente have worked together on in the *Supplementary Project Examples* document uploaded in *Section 8.1. Discretionary Supplemental Materials*.

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Pottery World/Avoca Orchards Project

City of Wheatland, California

The Pottery World/Avoca Orchards Project consisted of the annexation of the approximately 30-acre Pottery World project site and the approximately 110-acre Avoca Orchards project site (140 acres total) into the City of Wheatland. Raney both provided planning services and prepared the IS/MND for the project. The project required approval of Annexation from Yuba County into the City of Wheatland; a General Plan Amendment for the Pottery World site; and Pre-Zoning of both sites.

1.4 Team Members

Environmental Services

Vice President/Air Quality Specialist, Rod Stinson, will serve as the Project Director and will be responsible for overseeing the environmental review process and providing quality control. Mr. Stinson would be assisted by Division Manager/Air Quality Specialist, Angela DaRosa, who would serve as the Project Manager. The Project Manager will be responsible for providing the environmental review services, as well as coordinating with City staff and the applicant throughout the process.

Project support will be provided by President, Tim Raney, AICP; Vice President, Nick Pappani; and Raney's Associate staff. Raney has included resumes of the key team members in the resume section of this submittal.

Planning Services

President, Tim Raney, AICP, will serve as the Project Director and would be responsible for overseeing the review process, coordinating with lead agency staff, and providing quality control. Senior Planner, Kevin Valente, AICP, will serve as the Project Manager and will be responsible for managing the day-to-day planning services, coordinating with the client, outside agencies, and project team.

The project management team will be assisted throughout the planning process by Senior Vice President, Cindy Gnos, AICP; Vice President, Nick Pappani; Vice President/Air Quality Specialist, Rod Stinson; Associate Planners; and Administrative support staff.

Subconsultants

Raney has assembled a team of subconsultants to provide the following services:

Monk and Associates (Monk)

Monk and Associates would provide biological resource evaluation services and associated technical reports.

Eileen Barrow and Associates (Barrow)

Barrow would provide cultural resource evaluation services and associated technical reports.

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Geocon
Geocon would provide geology and soils evaluation measures and associated technical reports.

West Yost
West Yost would provide water quality/supply assessments and stormwater/wastewater control and management evaluation services, including associated technical reports.

Saxelby Acoustics
Saxelby would provide noise evaluation services and associated technical reports.

Fehr and Peers
Fehr and Peers would provide transportation evaluation services and associated technical reports.

For subconsultant key personnel, please refer to the resume section of this submittal.

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2. APPROACH

ENVIRONMENTAL SERVICES

Raney's approach to preparing environmental documents is to utilize the most efficient and cost-effective process possible. For every environmental document, Raney works directly with the lead agency having the principal responsibility for carrying out or approving a project to determine if the project will require environmental review or if the project is exempt from CEQA because the standard of review is substantiated evidence rather than fair argument, as is the case with an MND. Raney coordinates closely with the lead agency to determine the level of environmental review necessary to meet the requirements of CEQA, including the preparation of an IS/ND, IS/MND, or an EIR. Raney will work with the City of Benicia to identify the appropriate level of environmental review for each project. Raney will then provide the City of Benicia with a complete scope of services, including schedule and budget for review and approval. All Draft and Final environmental documents and related work products will be prepared in accordance with the criteria, standards, and provisions of CEQA, Section 21000 et seq. of the Public Resources Code and the State CEQA Guidelines (California Code of Regulations Section 15000 et seq.), NEPA, if applicable, and the regulations, requirements, and procedures of the City of Benicia.

Raney is dedicated to providing our clients with interactive services using a hands-on, direct, and problem-solving approach. Raney firmly believes that early anticipation and constant communication between the lead agency, community stakeholders, and local citizens is the key to the success of a project. Raney will work closely with City staff at the beginning of the process to identify which issues are of greatest concern to the City of Benicia and the public, as well as establishing communication protocols. By identifying these issues early in the process, Raney can ensure that those issues are adequately addressed. Should problems arise during the project review, Raney's policy would be to immediately contact the City in order to discuss the most appropriate means of addressing the issue. Raney will never conduct out-of-scope work without prior written authorization from the client. In any instance where out-of-scope work is required, Raney will prepare a detailed summary of tasks to be completed, a schedule, and budget for the City's review and approval.

For each City of Benicia project, Raney will designate a project management team to oversee all aspects of the preparation of the environmental document. The project management team will remain in place for the duration of the project and will consist of key management staff, including a Project Director and Project Manager. Vice President/Air Quality Specialist, Rod Stinson, will serve as the Project Director for projects requiring environmental review services and would be responsible for overseeing the review process, coordinating with lead agency staff, and providing quality control. Division Manager/Air Quality Specialist, Angela DaRosa, will serve as Project Manager and will be responsible for managing the day-to-day preparation of the environmental document, coordinating with City staff, managing any technical sub-consultants, and responding to inquiries on the environmental document and the process. The project management team will be assisted throughout the environmental review process by President Tim Raney, AICP; Vice President, Nick Pappani, as well as Associate and Administrative support staff.

As previously mentioned, rather than conducting all of the necessary technical studies in-house, Raney believes it is more efficient and effective to team with the known technical experts who specialize in a particular field. In this way, Raney can organize a unique team of consultants for

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each project, who can bring their expertise "to the table" and provide the client with the most defensible documentation and reporting in the timeliest manner. The exception to this is Air Quality and GHG Analyses which Raney prepares in-house, instead of sub-contracting. Raney will select each sub-consultant based upon the unique characteristics associated with each project in order to ensure the most qualified technical assistance. Raney will coordinate with the City to determine the appropriate sub-consultants based upon project-specific needs.

Air Quality and Greenhouse Gas Analysis

Raney will conduct Air Quality and Greenhouse Gas (AQ/GHG) analyses in-house. Each AQ/GHG analysis would be conducted by an Air Quality Specialist and Air Quality Technician, and directed by Vice President/Air Quality Specialist, Rod Stinson. Raney's reports can be utilized as stand-alone documents in conformance with CEQA/NEPA or prepared in a manner that is easily incorporated into a larger CEQA/NEPA document, such as an Initial Study or EIR. Raney works closely with the lead agency, the air district, and the applicant, as appropriate, to ensure that the mitigation measures are feasible, easy to understand, implementable, and straightforward to sign-off by the lead agency. All air quality and GHG studies are prepared consistent with the regulations and requirements of CEQA, the local air district, and the lead agency.

In addition, Raney has completed numerous Health Risk Assessments (HRAs) for projects that have the potential to expose nearby sensitive receptors, such as residential developments, to increased health risk impacts from toxic air contaminants associated with gas dispensing facilities, diesel truck trips, and/or construction equipment, among other contaminants.

Sub-Consultants

With respect to providing CEQA compliance, rather than conducting all of the necessary technical studies in-house, Raney believes it is more efficient and effective to team with the known technical experts who specialize in a particular field. In this way, Raney can organize a unique team of consultants for each project, who can bring their expertise "to the table" and provide the client with the most defensible documentation and reporting in the timeliest manner. The exception to this is Air Quality and GHG Analyses which Raney prepares in-house, instead of sub-contracting.

Raney has provided a list of sub-consultants with whom Raney has contracted in the past for preparation of technical studies to support CEQA documents. Raney will work with the City of Benicia in selecting each sub-consultant based upon the unique characteristics associated with each project in order to ensure the most qualified technical assistance. Further, Raney is amenable to seeking other sub-consultants to meet the needs of the City, if necessary.

Planning Services

Raney understands that many local jurisdictions may become inundated with a high volume of planning related projects in need of review, processing, routing, and analysis, or a combination of these tasks. Raney's approach to planning services is to act as an extension of City staff to review the development application for completeness, assist with agency consultation, as well as noticing and attending meetings. Raney will work closely with the City to identify the appropriate level of planning review and develop a detailed scope of work, schedule, and budget accordingly for each project. The scope of work will be customized to meet the needs of the City and the unique issues

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associated with the proposed project. All planning documents will be prepared in accordance with the regulations, requirements, and procedures of the City of Benicia. Raney will remain objective in serving as planning consultants to the City and will coordinate with City staff to make the ultimate determination on conclusions. For each project, Raney will coordinate extensively with City Departments to ensure a complete and thorough review of the application. Raney will serve as the City's point of contact with the applicant team, if desired.

Raney is dedicated to providing our clients with interactive services using a hands-on, direct, and problem-solving approach. Raney firmly believes that early anticipation and constant communication between the lead agency, community stakeholders, and local citizens is the key to the success of a project. Raney will work closely with City staff at the beginning of the process to identify which issues are of greatest concern to the City of Benicia and the public, as well as establishing communication protocols. By identifying these issues early in the process, Raney can ensure that those issues are adequately addressed. Should problems arise during the project review, Raney's policy would be to immediately contact the City in order to discuss the most appropriate means of addressing the issue. Raney will never conduct out-of-scope work without prior written authorization from the client. In any instance where out-of-scope work is required, Raney will prepare a detailed summary of tasks to be completed, a schedule, and budget for the City's review and approval.

For each City of Benicia project, Raney will designate a project management team to oversee the processing of the development application. The project management team will remain in place for the duration of the project and will consist of key management staff, including a Project Director and Project Manager. President, Tim Raney, AICP, will serve as the Project Director and would be responsible for overseeing the review process, coordinating with lead agency staff, and providing quality control. Senior Planner, Kevin Valente, AICP, will serve as the Project Manager and will be responsible for managing the day-to-day planning services, coordinating with the client, outside agencies, and project team. The project management team will be assisted throughout the planning process by Senior Vice President, Cindy Gnos, AICP; Vice President, Nick Pappani; Vice President/Air Quality Specialist, Rod Stinson; Associate Planners; and Administrative support staff.

It is of the upmost importance that Raney makes every effort to adapt our services to the specific and unique needs of each jurisdiction and to continuously be mindful of Raney's role as an extension of City staff, and thus as a representation of the City of Benicia. Moreover, Raney understands that planning services could range from staff level review of applications to ghost writing staff reports to processing project entitlements. If selected to provide contract services for land development projects within the City of Benicia, Raney would work with the City to determine the most effective way to provide all necessary services outlined by the City.

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2.2 LEVEL OF EFFORT LETTER

A scope, schedule, and budget will be prepared and approved by the City for each of these types of projects and invoices to the City will clearly identify the project and work accomplished. The tasks will be summarized in the Technical Scope of Services and costs by task will be included in a cost spreadsheet. The costs will be based on the estimates of time for each task provided in the chart. Costs will be billed on a time and materials basis up to the maximum established budget for each phase, following Raney standard billing rates as outlined in section 5.1 of this Statement of Qualifications.

Categorical Exemption Memorandum .....$11,000 – $15,000

Initial Study/Mitigated Negative Declaration (IS/MND) .....$15,000 – $25,000

Environmental Impact Report (EIR).....$100,000 – $150,000

Environmental Assessment (EA).....$15,000 – $25,000

Air Quality/Greenhouse Gas (AQ/GHG) Technical Analysis $3,000-8,000

AQ/GHG Health Risk Assessment (HRA)..... $5,000-12,000

Planning Services* .....$10,000 – 20,000

*i.e., zoning clearances, sign permitting, processing of development applications, hearing attendance and presentation, etc.

Advance Planning Services ..... $20,000 - $50,000**

**i.e., policy development, general plan element updates, community engagement tasks, hearing attendance and presentation, etc.

It should be noted that the cost estimates outlined above do not include costs associated with the preparation of technical reports, which are often required for comprehensive environmental analysis. Such reports may be provided by the project applicant or Raney may contract with sub-consultants to prepare the technical reports. Should it be necessary for Raney to contract with a sub-consultant, the sub-consultant's cost to prepare the technical report and Raney's 10% administrative fee, would be additive to the cost estimates outlined above for the environmental document.

Factors that could potentially increase the scope of work and estimated costs include:

- Attendance at additional public meetings;
- Printing of additional copies of reports;
- Analysis of additional issues above those discussed in a proposal or a more detailed level of analysis than described in a proposal;
- Changes in the project requiring reanalysis or rewriting of report sections;
- Collection of data required for the environmental documents beyond that described in a proposal;

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- Tribes requesting in-person consultation pursuant to AB-52 or SB-18;
- Attendance at additional virtual or in-person meetings beyond those budgeted; and
- Excessive comments on the environmental documents.

Raney would propose to renegotiate these items, if required, or charge on a time-and-materials basis.

On the following page, please find sample cost estimate spreadsheets for an IS/MND, EIR, development application processing, and a zoning ordinance amendment. For each project proposal, Raney includes a cost estimate spreadsheet and a not-to-exceed budget. It should be noted that the sample cost estimates for the IS/MND and EIR include labor for Air Quality and GHG Technical Analysis. In addition, if planning and environmental services are required for the same project, meetings and public hearings would overlap and could result in a reduced cost.

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Sample Categorical Exemption Memo						
COST ESTIMATE						
		President	Project Director	Project Manager	Associate	Cost Per Task
Task 1	Project Initiation		2	2		$ 700
Task 2	Prepare Draft Categorical Exemption Memo	2	4	7	30	$ 6,385
Task 3	Revise Draft Categorical Exemption and Prepare Final Categorical Exemption Memo and NOE		2	4	8	$ 2,090
Task 4	Project Management		6	8		$ 2,410
	Total Hours	2	14	21	38	
	Hourly Rate	$ 235	$ 195	$ 155	$ 135	
	Total Labor	$ 470	$ 2,730	$ 3,255	$ 5,130	$ 11,585
Expenses and Subconsultants						
	Copying/Printing/Travel/Postage/Etc.*				$ 150	
	10% administrative fee				$ 15	
	Total Expenses					$ 165
	Total Budget for Categorical Exemption Memo					**$ 11,750**
** Estimate only, To Be Billed at Cost*						

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SAMPLE IS/MND *								
COST ESTIMATE								
		President	Project Director	Project Manager	Air Quality Specialist	Air Quality Technician	Associate	Cost Per Task
Task 1	Project Initiation/Kick-Off Meeting		2	2				$ 700
Task 2	Prepare Administrative Draft Initial Study	2	6	8			40	$ 8,280
Task 3b	*Prepare Air Quality and GHG Analysis*				8	10		$ 2,950
Task 4	Prepare Screencheck IS/MND and Public Review IS/MND		2	4			12	$ 2,630
Task 5	Prepare MMRP (if needed)			2			4	$ 850
Task 5.1	Response to Comments (if needed)			4			6	$ 1,430
Task 5.2	Project Management, Meetings, and Hearings		10	12				$ 3,810
	Total Hours	2	20	32	8	10	62	
	Hourly Rate	$ 235	$ 195	$ 155	$ 175	$ 155	$ 135	
	Total Labor	$ 470	$ 3,900	$ 4,960	$ 1,400	$ 1,550	$ 8,370	$ 20,650
Sub-Consultant/Expenses								$ 385
	Copying/Printing/Travel/Postage/Etc.**						$ 350	
	10% administrative fee						$ 35	
Total Budget								**$ 21,035**
**Costs associated with preparation of technical reports, other than AQ/GHG, are not included.*								
***Estimate only, To Be Billed at Cost*								

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SAMPLE EIR *							
COST ESTIMATE							
		President	Project Director	Project Manager	Senior Associate	Associate	Cost Per Task
Task 1	Project Initiation		4	8			$2,180
Task 2	Peer Review of Applicant-Provided Technical Reports		3	4	8		$2,525
Task 3	Project Description		3	4	4	16	$4,065
Task 4	Prepare Initial Study		5	6	7	46	$9,320
Task 5	Prepare NOP		2	2	3	8	$2,285
Task 6	Prepare Administrative Draft EIR		9	13	12	22	$8,860
	Technical Sections						
Task 5.1	Introduction, Executive Summary		2	5	4	8	$2,965
Task 5.2	Environmental Setting, Impacts, Mitigation Measures				4		$620
a	EIR Chapter (AQ/GHG)		3	4	4	20	$4,605
b	EIR Chapter (Hydrology and Water Quality)		4	6	4	20	$5,150
c	EIR Chapter (Noise)		5	5	5	20	$5,325
d	EIR Chapter (Public Services)		5	5	5	22	$5,595
e	EIR Chapter (Transportation)		5	5	5	26	$6,135
f	EIR Chapter (Utilities and Service Systems)		5	6	5	22	$5,770
	Other Sections						
Task 5.3	Statuitorily Required Sections		3	5	4	14	$3,970
Task 5.4	Alternatives		5	4	6	30	$6,655
Task 6	Prepare Screencheck Draft EIR		6	7	8	30	$7,685
Task 7	Prepare Public Review Draft EIR		4	5	4	12	$3,895
Task 8	Prepare Administrative Final EIR		8	4	8	30	$7,550
Task 9	Prepare MMRP		2	14	3	5	$3,980
Task 10	Prepare Screencheck Final EIR		5	3	6	16	$4,590
Task 11	Prepare Final EIR		2	5	3	10	$3,080
Task 12	Prepare FOF/SOC and NOD		4	3	5	20	$4,780
Task 13	Project Management, Meetings, and Hearings	10	30	75	20		$24,425
	Total Hours	10	124	198	137	397	
	Hourly Rate	$ 235	$ 195	$ 175	$ 155	$ 135	
	Total EIR Labor	$ 2,350	$ 24,180	$ 34,650	$ 21,235	$ 53,595	$ 136,010
Sub-Consultant/Expenses							$ 1,100
	Copying/Printing*					$ 1,000	
	10% administrative fee					$ 100	
Total Budget							**$ 137,110**
** The scope of services assumes the document will be a focued EIR with six chapters. Costs associated with preparation of technical reports are not included.*							
***Estimate only, To Be Billed at Cost*							

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Sample EA						
Cost Estimate						
		President	Project Director	Project Manager	Associate	Cost Per Task
Task 1	Project Initiation		2	2		$ 740
Task 2	Agency Consultation			4	10	$ 2,050
Task 3a	Prepare Administrative Draft EA	2	4	8	44	$ 8,590
Task 4	Revise Administrative Draft EA and Prepare Public Review EA		2	3	6	$ 1,725
Task 5	Response to Comments (if needed)			1	2	$ 445
Task 6	Project Management and Meetings		4	10		$ 2,530
	Total Hours	2	12	28	62	
	Hourly Rate	$ 235	$ 195	$ 175	$ 135	
	Total Labor	$ 470	$ 2,340	$ 4,900	$ 8,370	$ 16,080
Expenses						$ 495
	Copying/Printing/Travel/Postage/Etc.*				$ 450	
	10% administrative fee				$ 45	
	Total Budget					**$ 16,575**
*Estimate only and will be billed at cost.						

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Sample AQ/GHG Technical Analysis Including Operational HRA					
Cost Estimate					
		Vice President	Air Quality Specialist	Air Quality Technician	Cost Per Task
Task 1	Project Initiation	2			$ 390
Task 2a	Prepare Draft AQ/GHG Impact Analysis	2	6	30	$ 6,090
Task 2b	*Health Risk Assesment*	3	10	34	$ 7,605
Task 3	Prepare Submittal Draft AQ/GHG Impact Analysis		1	4	$ 795
Task 4	Prepare Final Draft AQ/GHG Impact Analysis		1	3	$ 640
Task 5	Project Management	2	4		$ 1,090
	Total Hours	9	22	71	
	Hourly Rate	$ 195	$ 175	$ 155	
	Total Labor	$ 1,755	$ 3,850	$ 11,005	$ 16,610
Expenses					$ 110
	Copying/Printing/Travel/Postage/Etc*			$ 100	
	10% administrative fee			$ 10	
	Total Budget				**$ 16,720**

**Estimate only and will be billed at cost.*

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SAMPLE DEVELOPMENT APPLICATION PLANNING SERVICES					
COST ESTIMATE					
		Project Director	Senior Planner / Project Manager	Associate	Cost Per Task
Task 1	Application Review	2	6	12	$ 2,090
Task 2	Agency Coordination	2	4	4	$ 1,010
Task 3	Prepare Staff Reports	6	12	18	$ 3,840
Task 4	Prepare Public Noticing		2	2	$ 270
Task 5	Attend Meetings and Hearings	5	22		$ 1,175
	Total Hours	15	46	36	
	Hourly Rate	$ 235	$ 175	$ 135	
	Total Labor	$ 3,525	$ 8,050	$ 4,860	$ 16,435
	Total Budget				**$ 16,435**
Estimate only; will be billed at cost					

SAMPLE ZONING ORDINANCE AMENDMENT PLANNING SERVICES					
COST ESTIMATE					
		Project Director	Project Manager/ Senior Planner	Associate	Cost Per Task
Task 1	Project Initiation	4	6	4	$ 2,530
Task 2	Public Outreach	8	18	6	$ 5,840
Task 3	Draft Zoning Ordinance Amendment	2	6	12	$ 3,140
Task 4	Preparation and Public Review of Environmental Document	3	12	36	$ 7,665
Task 5	Planning Commission Review	4	12	4	$ 3,580
Task 6	City Council Review/Adoption	4	12	4	$ 3,580
Task 7	Prepare Final Zoning Ordnance Amendment	1	4	4	$ 1,475
	Total Hours	26	70	70	
	Hourly Rate	$ 235	$ 175	$ 135	
	Total Labor	$ 6,110	$ 12,250	$ 9,450	$ 27,810
Sub-Consultants & Expenses					
	Copying/Printing/Travel/Postage/Etc.*			$ 950	
	10% administrative fee			$ 95	
	Total Expenses				$ 1,045
	Total Budget				**$ 28,855**
**Estimate only; will be billed at cost*					

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3. REFERENCES

Raney has included references for Vice President/Air Quality Specialist, Rod Stinson, Project Director for environmental services; and President, Tim Raney, AICP, Project Director for planning services. The City has indicated in the Question and Answer informational tab of their bid posting that references are only required for team leaders. References for other members of Raney's team are available upon request.

Rod Stinson, Vice President/Air Quality Specialist
Scott Johnson, Principal Planner
Email: srjohnson@cityofsac.org
Phone: (916) 808-2762
====
Chris Erias, Interim City Manager
Email: cerias@cityofgalt.org

Angela DaRosa, Division Manager/Air Quality Specialist
Stephen Riley, Planning Manager
Email: spriley@LivermoreCA.gov
====
Krystyn Bitz, Senior Planner
Email: KBitz@cityofgalt.org

Tim Raney, AICP, President
Rommel Pabalinas
Email: rommel.pabalinas@lincolnca.gov
Phone: (916) 434-2483
====
Bill Zenoni, City Manager
Phone: (530) 633-2761

Kevin Valente, AICP, Senior Planner
Kevin Scudero, Senior Planner
Email: KScudero@antiochca.gov
Phone: (925) 779-6133
====
Matthew Sites, Senior Architect
Email: msites@cityofsacramento.org

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4. RESUMES

See Appendix A for Raney and Sub-consultant resumes.

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5.1: Pricing Proposal

A scope, schedule, and budget will be prepared and approved by the City for each of these types of projects and invoices to the City will clearly identify the project and work accomplished. The tasks will be summarized in the Technical Scope of Services and costs by task will be included in a cost spreadsheet. The costs will be based on the estimates of time for each task provided in the chart.

Costs will be billed on a time and materials basis up to the maximum established budget for each phase, following Raney standard billing rates. Raney charges overtime at 1.5 times the standard billing rate. However, if overtime is required, Raney would still operate under the proposed hours and budget until the depletion of the budget is unavoidable. In such an event, Raney would propose to amend the contract accordingly.

Environmental and Planning Services 2025 Billing Rates

The following is a summary of Raney, a division of Raney Planning & Management, Inc., billing rates for the provision of environmental review services. Please note that Raney will provide a complete scope of services and cost estimate by task based on hours, upon request.

Tim Raney, AICP, President	$235/hour
Cindy Gnos, AICP, Senior Vice President	$215/hour
Nick Pappani, Vice President	$195/hour
Rod Stinson, Vice President	$195/hour
Angela DaRosa, Division Manager	$175/hour
Kevin Valente, Senior Planner	$155/hour
Senior Associate	$155/hour
Associate	$135/hour
Administrative	$85/hour

Air Quality and GHG Analysis 2025 Billing Rates

The following is a summary of the billing rates for the provision of air quality and GHG analysis services. Please note that Raney will provide a complete scope of services and cost estimate by task based on hours, upon request.

Rod Stinson, Air Quality Specialist	$175/hour
Angela DaRosa, Air Quality Specialist	$175/hour
Air Quality Technician	$155/hour

Other Cost Information

- Overhead charges for technical sub-consultants, travel, and copying/printing: 10%
- Travel: Billed at cost
    - It should be noted that Raney charges mileage at the Federal Standard Mileage Rate provided by the IRS.
- Copying and Printing: Billed at cost

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- Black & White (8.5" x 11"): 15¢ per page
- Color (8.5" x 11"): 30¢ per page
- Oversized prints (11" x 17"): 30¢ per page

SUBCONSULTANTS

Please see Attachments A through F for subconsultant billing rates.

ESTIMATED COST OF SERVICES

Categorical Exemption Memorandum .....$11,000 – $15,000

Initial Study/Mitigated Negative Declaration (IS/MND) .....$15,000 – $25,000

Environmental Impact Report (EIR).....$100,000 – $150,000

Environmental Assessment (EA).....$15,000 – $25,000

Air Quality/Greenhouse Gas (AQ/GHG) Technical Analysis $3,000-8,000

AQ/GHG Health Risk Assessment (HRA)..... $5,000-12,000

Planning Services* .....$10,000 – 20,000

*i.e., zoning clearances, sign permitting, processing of development applications, hearing attendance and presentation, etc.

Advance Planning Services ..... $20,000 - $50,000**

**i.e., policy development, general plan element updates, community engagement tasks, hearing attendance and presentation, etc.

It should be noted that the cost estimates outlined above do not include costs associated with the preparation of technical reports, which are often required for comprehensive environmental analysis. Such reports may be provided by the project applicant or Raney may contract with sub-consultants to prepare the technical reports. Should it be necessary for Raney to contract with a sub-consultant, the sub-consultant's cost to prepare the technical report and Raney's 10% administrative fee, would be additive to the cost estimates outlined above for the environmental document.

Factors that could potentially increase the scope of work and estimated costs include:

- Attendance at additional public meetings;
- Printing of additional copies of reports;
- Analysis of additional issues above those discussed in a proposal or a more detailed level of analysis than described in a proposal;
- Changes in the project requiring reanalysis or rewriting of report sections;
- Collection of data required for the environmental documents beyond that described in a proposal;
- Tribes requesting in-person consultation pursuant to AB-52 or SB-18;

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- Attendance at additional virtual or in-person meetings beyond those budgeted; and
- Excessive comments on the environmental documents.

Raney would propose to renegotiate these items, if required, or charge on a time-and-materials basis.

Raney Planning and Management, Inc

Signed by: Cindy Gnos

Date: 4-7-25

Title: Senior Vice President

Attachment A: Monk and Associates Billing Rates
Attachment B: Eileen Barrow and Associates Billing Rates
Attachment C: Geocon Billing Rates
Attachment D: West Yost Billing Rates
Attachment E: Saxelby Acoustics Billing Rates
Attachment F: Fehr and Peers Billing Rates

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MONK & ASSOCIATES INC
1136 Saranap Avenue Suite Q | Walnut Creek, CA 94595 | (925) 947-4867 | www.monkassociates.com

SCHEDULE OF CHARGES

March 2025

Hourly Rates

Principal Biologist	Field Work/Permitting/Agency Negotiations	$210/hour
Principal Biologist	Testimony/Public Hearings/Affidavits	$350/hour in 4-hour increments.
Senior Associate Biologist	Field/Office Work	$200/hour
Associate Biologist	Field/Office Work	$190/hour
Senior Botanist	Field/Office Work	$171/hour
Senior Biologist	Field/Office Work	$171/hour
Project Botanist	Field/Office Work	$155/hour
Project Biologist II	Field/Office Work	$155/hour
Project Biologist I	Field/Office Work	$148/hour
Staff Biologist	Field/Office Work	$120/hour
Office Manager		$110/hour
Graphics		$148/hour
Sub-contracting Biologists	Field Work	$120 to $210/hour

- Any Biological Construction Monitoring performed on weekends will be billed at 1.5 times the hourly rate.

Other Expenses (Flat Rates)

Any payments submitted through 3rd Party Online Portal: 15% of invoice amount may require a budget amendment or change order.

Any weekly Zoom calls, Microsoft Teams calls, or conference calls would require a budget amendment or change order.

Per Diem: $150/day/per person)

Vehicles: Passenger vehicle: Current IRS standard mileage rate.
Bridge & Toll Roads Cost plus 10 percent

Oversize Maps $2.00/square foot.

Color Photographs (laser printed, $2.00 per page).

Materials/Supplies Cost plus 15 percent

Advanced Permit & Fees Payments : Amount plus 10 percent

Equipment Rentals: GPS (sub-meter accuracy) $50/day. Surveillance Cameras $15/day each; rodent traps 0.20/day each; Burrowing owl eviction doors at $5.00/day each; medium- size mammal traps $5.00/day each. Spotlight charged at $5.00/day. Other equipment is priced on a job basis by the approved proposal.

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Eileen Barrow & Associates

Eileen Barrow & Associates Fee Schedule – 2025

- President - $180.00 per hour
- Senior Associate - $155.00 per hour
- Archaeological Technician - $95.00 per hour
- Administrative Staff - $75.00 per hour
- Meetings - $120.00 per hour per attendee
- Monitoring - $110.00 (project will have a minimum hour requirement determined on a project-by-project basis).
- Training Session - $135.00 (session will have a minimum hour requirement determined on a project-by-project basis).
- Mileage – based on current federal rates
- California Historical Resources Information System access fee - $100.00 per hour
- Copies - $0.20 per page

EMAIL: ebarrow@ebarrowassociates.com

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GEOCON CONSULTANTS, INC.

GEOTECHNICAL ■ ENVIRONMENTAL ■ MATERIALS

2025 SCHEDULE OF FEES

FEES WILL INCREASE BY 3% (ROUNDED UP TO THE NEAREST DOLLAR) AT THE START OF EACH CALENDAR YEAR FOR THE DURATION OF THE CONTRACT.

PROFESSIONAL SERVICES

Engineering Field Technician/Special Inspector I*	$90/hr.
Engineering Field Technician/Special Inspector II*	100/hr.
Engineering Field Technician/Special Inspector III/NDT Technician/Equipment Operator*	110/hr.
Laboratory Technician/Engineering Assistant	100/hr.
Senior Laboratory Technician	125/hr.
Laboratory Supervisor	160/hr.
Administrative Assistant/Word Processor/Technical Editor/Dispatcher	100/hr.
Technical Illustrator/CAD/Drafter/GIS Specialist	125/hr.
Staff Engineer/Geologist/Scientist/Field Supervisor*	140/hr.
Senior Staff Engineer/Geologist/Scientist*	150/hr.
Project Engineer/Geologist/Scientist/Construction Supervisor*	160/hr.
Senior Project Engineer/Geologist/Scientist*	175/hr.
Senior Engineer/Geologist/Scientist/Certified Industrial Hygienist	190/hr.
Principal Engineer/Geologist/Scientist	215/hr.
Senior Principal Engineer/Geologist/Scientist/Litigation Support	250/hr.
Deposition or Court Appearance	450/hr.
Attorney Fees (General)	450/hr.
Overtime (>8 to 12 hrs.), Saturday, and Night Rate	1.5x Regular Hourly Rate
Overtime (>12 hrs.), Sunday, and Holiday Rate	2x Regular Hourly Rate
Minimum Field Services Fee (per day or call-out)	4 Hours (Day) / 8 Hours (Night)
Short Notice Cancellation Fee (after 4 PM the day prior or upon/after arrival to project site)	4 Hours (Day) / 8 Hours (Night)
* Hourly Surcharge for Prevailing Wage (PW) per California Labor Code §1720, et seq.	$50/hr.

TRAVEL

Personnel	Regular Hourly Rate
Subsistence (Per Diem)	$250/day
Vehicle Mileage	0.90/mile

EQUIPMENT & ANALYTICAL TESTS

Nuclear Gauge	$5/hr.	Level D PPE/Decon Rinse Equipment	$60/day
Pick-up Truck	20/hr or 160/day	pH/Conductivity/Temperature Meter	75/day
Equipment Truck	250/day	55-gallon drum	125/ea.
Direct-Push Rig/Operator	210/260(PW)/hr.	TPHg (EPA 8015M)	90/ea.
Direct-Push Sample Liner	12/ea.	TPHd/mo (EPA 8015M)	85/ea.
Equipment Trailer	125/day	Fuel Oxygenate Compounds (EPA 8260B)	135/ea.
Wenner 4-Pin Earth Resistivity Meter	250/day	Volatile Organic Compounds (EPA 8260B)	165/ea.
Coring Machine (concrete, asphalt, masonry)	275/day	Semi-Volatile Organic Compounds (EPA 8270)	300/ea.
Dynamic Cone Penetrometer	250/day	CAM 17 Metals (EPA 6010B)	210/ea.
Inclinometer	250/day	Single Metal (EPA 6010B)	45/ea.
Generator or Air Compressor	150/day	STLC or TCLP Extraction	80/ea.
GPS Unit	160/day	Soil pH (EPA 9045C)	35/ea.
Drive-Tube Sampler or Hand-Auger	50/day	Organochlorine Pesticides (EPA 8081)	130/ea.
Soil Sample Tube (Brass or Stainless)	18/ea.	Naturally Occurring Asbestos (CARB 435)	180/ea.
Water Level Indicator	50/day	Asbestos PLM	25/ea.
Battery-Powered Pump	100/day	Asbestos 1,000-pt Count	105/ea.
Photo-Ionization Meter	150/day	48-hr/24-hr Turnaround Time	60%/100% surcharge

LABORATORY TESTS

COMPACTION CURVES		SOIL AND AGGREGATE STABILITY	
4-inch mold (D1557/D698)	$275/ea.	Resistance Value, R-Value (D2844/CAL301)	$350/ea.
6-inch mold (D1557/D698)	275/ea.	R-Value, Treated (CAL301)	375/ea.
California Impact (CAL216)	275/ea.	California Bearing Ratio (D1883)	600/ea..
Check Point	125/ea.	Stabilization Ability of Lime (C977)	225/ea.

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SOIL AND AGGREGATE PROPERTIES

#200 Wash (D1140/C117)	$100/ea.
Wet Sieve Analysis to #200 (D422/CAL202)	130/ea.
Dry Sieve Analysis, 1.5"+ Aggregate (D6913)	350/ea.
Hydrometer Analysis (D422)	200/ea.
Sieve Analysis with Hydrometer (D422)	250/ea.
Specific Gravity, Soil (T100)	110/ea.
Specific Gravity Coarse Aggregate (C127)	100/ea.
Specific Gravity Fine Aggregate (C128)	110/ea.

SHEAR STRENGTH

Unconfined Compression (D2166)	$125/ea.
Direct Shear (3 points) (D3080)	375/ea.
Unconsolidated-Undrained Triaxial Shear (D2850)	150/pt.
Unconsolidated-Undrained Triaxial Staged (D2850)	200/ea.
Consolidated-Undrained Triaxial Shear (D4767)	350/pt.
Consolidated-Undrained Triaxial Staged (D4767)	450/ea.
Consolidated-Drained Triaxial Shear (EM1110)	400/pt.
Consolidated-Drained Triaxial Staged (EM1110)	600/ea.

PERMEABILITY, CONSOLIDATION AND EXPANSION

Permeability, Flexible Wall (D5084)	$375/ea.
Permeability, Rigid Wall (D5856)	375/ea.
Consolidation (D2435)	75/pt.
Expansion Index (D4829/UBC 29-2)	250/ea.
Swell/Collapse (D4546)	175/pt.

AGGREGATE QUALITY

Sieve Analysis to #200 (C136)	$130/ea.
L.A. Rattler Test (500 rev.) (C131)	225/ea.
Durability Index (D3744/CAL229)	165/ea.
Fine Aggregate Angularity (CAL 234)	125/ea.
Flat and Elongated Particles (D4791/CAL 235)	150/ea.
Percent Crushed Particles (CAL205)	150/ea.
Moisture Determination, tube sample (D2216)	$20/ea.
Moisture Determination and Unit Weight (D2937)	40/ea.
Atterberg Limits: Plasticity Index (D4318)	225/ea.
Sand Equivalent (D2419/CAL217)	125/ea.
pH and Resistivity (CAL643)	125/ea.
Sulfate Content (CAL417)	100/ea.
Chloride Content (CAL422)	75/ea.
Organic Content (D2974)	85/ea.
Cut/Extract Shelby Tube	100/ea.

CONCRETE / SHOTCRETE / MASONRY / REINFORCING STEEL

Compressive Strength, Cast Cylinders (C39)	$35/ea.
Compressive Strength, Cores (C42)	100/ea.
Flexural Strength Beam (C78/C293)	100/ea.
Splitting Tensile Test (C496)	100/ea.
DSA Masonry Shear (DSA-207)	100/ea.
Shotcrete Panel Coring and Comp. Strength (C1140)	125/ea.
Rebar Tensile/Bend (up to #11/#11 and larger)	425/500/ea.
CMU Compressive Strength (C140)	100/ea.
Compressive Strength, Grout (C1019/UBC 21-19)	35/ea.
Compressive Strength, Mortar (C109/UBC 21-15,16)	35/ea.
CMU Unit Wt., Dimen., Absorption (C140)	75/ea.
Compressive Strength, Masonry Prism (C1314)	250/ea.

HOT MIX ASPHALT

HMA Air Voids, Gyratory (T269)	$550/ea.
Hamburg Wheel Tracker (T324)	1,000/ea.
Theoretical Max. Specific Gravity (D2041/CAL309)	200/ea.
Ignition/Sieve Analysis (C136/CAL202)	225/ea.
HMA Core Unit Weight (D1188/CAL308)	100/ea.
% Asphalt, Ignition Method (D6307/CAL382)	150/ea.
% Asphalt, Ignition Calibration (D6307/CAL382)	450/ea.
Tensile Strength Ratio (T283)	1,000/ea.

***2X surcharge on rush turnaround for laboratory testing**

TERMS AND CONDITIONS

1. Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only, and include reporting of routine results not calling for comments, recommendations or conclusions.
2. Sampling and testing is conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway and Transportation Officials, or other pertinent agencies.
3. Saturday, night work, and overtime hours are charged at time and one-half; Sundays and holidays at double time. Per diem may apply when location of work dictates.
4. Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15%. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein, with a minimum four-hour charge.
5. Invoices will be submitted at four-week intervals. Terms of payment are met upon presentation of invoice. Invoices become delinquent thirty (30) days from invoice date and subject to one and one-half percent (1-1/2%) service charge per month, or the maximum rate allowed by law, whichever is lower. If Client objects to all or any portion of any invoice, Client will so notify Geocon in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. All time spent and expenses incurred (including any attorney's fees and costs) in connection with collection of any delinquent amount will be paid by Client to Geocon per Geocon's current fee schedule.
6. Client and Geocon shall allocate certain of the risks so that, to the fullest extent permitted by law, Geocon's (the term "Geocon" includes Geocon's partners, officers, directors, employees, agents, affiliates, subcontractors and subconsultants) total aggregate liability to Client *is limited to the greater of* ***$50,000*** *or the total compensation received from Client by Geocon for services rendered on this project, for any and all of Client's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above.*

   Client and Geocon shall allocate certain of the other risks so that, to the fullest extent permitted by law, Client shall limit Geocon's total aggregate liability to all third parties, including contractors, subcontractors of all tiers, materialmen, and others involved in Client's project, as well as persons and other entities not involved in the project, to *the greater of* ***$100,000*** *or the total compensation received from Client by Geocon for services rendered on this project, for any and all injuries, damages, cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above, including all liability incurred by Geocon for acts, errors, or omissions, pursuant to entering into agreements with third parties on behalf of Client in order to obtain access or entry onto property not owned by Client. Client agrees to notify all contractors and subcontractors of any limitation of Geocon's liability to them, and require them to abide by such limitation for damages suffered by any contractor or subcontractor arising from Geocon's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Geocon's actions or inactions.*

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WEST YOST
Water. Engineered.

2025 Billing Rate Schedule

(Effective January 1, 2025, through December 31, 2025)*

POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	$373
Engineer/Scientist/Geologist Manager I / II	$352 / $369
Principal Engineer/Scientist/Geologist I / II	$317 / $338
Senior Engineer/Scientist/Geologist I / II	$286 / $300
Associate Engineer/Scientist/Geologist I / II	$237 / $255
Engineer/Scientist/Geologist I / II	$185 / $215
Engineering Aide	$111
Field Monitoring Services	$138
Administrative I / II / III / IV	$102 / $127 / $152 / $168
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	$366 / $369
Principal Tech Specialist I / II	$336 / $348
Senior Tech Specialist I / II	$308 / $321
Senior GIS Analyst	$278
GIS Analyst	$264
Technical Specialist I / II / III / IV	$196 / $224 / $251 / $280
Technical Analyst I / II	$141 / $168
Technical Analyst Intern	$113
Cross-Connection Control Specialist I / II / III / IV	$147 / $159 / $179 / $198
CAD Manager	$222
CAD Designer I / II	$172 / $194
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	$355
Construction Manager I / II / III / IV	$211 / $226 / $239 / $303
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	$190 / $211 / $235 / $244
Apprentice Inspector	$172
CM Administrative I / II	$91 / $124
Field Services	$244

- Hourly rates include charges for technology and communication, such as general and CAD computer software, telephone calls, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside services, such as vendor reproductions, prints, and shipping; major West Yost reproduction efforts; as well as engineering supplies, etc., will be billed at the actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness services, research, technical review, analysis, preparation, and meetings will be billed at 150% of standard hourly rates. Expert witness testimony and depositions will be billed at 200% of standard hourly rates.
- A finance charge of 1.5% per month (an annual rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

* This schedule is updated annually

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WEST YOST
Water. Engineered.

2025 Billing Rate Schedule

(Effective January 1, 2025, through December 31, 2025)*

Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	$300 / day
Aquacalc / Pygmy or AA Flow Meter	$28 / day
Emergency SCADA System	$35 / day
Field Vehicles (Groundwater)	$1.02 / mile
Gas Detector	$80 / day
Generator	$60 / day
Hydrant Pressure Gauge	$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	$55 / day
Hydrant Pressure Recorder, Standard	$40 / day
Low Flow Pump Back Pack	$135 / day
Low Flow Pump Controller	$200 / day
Powers Water Level Meter	$32 / day
Precision Water Level Meter 300ft	$30 / day
Precision Water Level Meter 500ft	$40 / day
Precision Water Level Meter 700ft	$45 / day
QED Sample Pro Bladder Pump	$65 / day
Skydio 2+ Drone (2 hour minimum)	$100 / hour
Storage Tank	$20 / day
Sump Pump	$24 / day
Transducer Communications Cable	$10 / day
Transducer Components (per installation)	$23 / day
Trimble GPS – Geo 7x	$220 / day
Tube Length Counter	$22 / day
Turbidity Meter	$30 / day
Turbidity Meter (2100Q Portable)	$35 / day
Vehicle (Construction Management)	$10 / hour
Water Flow Probe Meter	$20 / day
Water Quality Meter	$50 / day
Water Quality Multimeter	$185 / day
Well Sounder	$30 / day

* This schedule is updated annually

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Saxelby Acoustics 2025 Fee Schedule and Consulting Terms

Item	Rate
Principal Consultant *Regular Rate* *Legal Rate (Inspections, depositions, court testimony, expert witness conference, etc.)*	 $250/hr. $500/hr.
Noise & Vibration Engineer / Project Manager	$200/hr.
Technical Staff	$150/hr.
Administrative Staff	$100/hr.
Mileage Rate	IRS Rate ($0.70/mile)
Meals and Lodging	$250/day
Sound Level Meter *Basic (daily)* *Basic (weekly)* *Advanced (daily)* *Advanced (weekly)* *Very Low Noise (daily)* *Very Low Noise (weekly)* **Sound Meter – Advanced Outdoor Setup** *Very low noise, wind measurement, audio recording, solar panels, environmental protection shroud, etc.*	 $100/day $400/week $150/day $600/week $200/day $800/week $1,000/week
IIC Tapping Machine	$500/day $2,000/week
Sound System for Acoustic Testing	$200/day $800/week
Vibration Sensor with Calibrator	$200/day $800/week

Insurance Coverage

Saxelby Acoustics LLC maintains the following insurance limits:

- Commercial General Liability – $2,000,000 per occurrence / $4,000,000 aggregate
- Auto Liability – $1,000,000
- Umbrella Liability – $3,000,000 per occurrence / $3,000,000 aggregate
- Worker's Compensation – Per Statute
- Professional Liability – $2,000,000 per occurrence / $2,000,000 aggregate

Certificates of insurance to our clients can be issued for no additional fee.

Request for Retainers

For new clients, a retainer of up to 50% of the contract is required prior to beginning work on the project. Payment for the balance of the study will be required prior to issuance of signed/stamped report.

Invoicing and Terms of Payment

Saxelby Acoustics reserves the right to submit monthly invoices for services and expenses which have been incurred when the project duration is expected to exceed 30 days. Payment for professional services is due within 30 days of the invoice date, and past due thereafter. Past due invoices will incur interest at the rate of 2% per month on the balance due, unless otherwise agreed upon. We will accept bank transfer (ACH) and credit card payments for no additional fee. Cash payments are not accepted.

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FEHR PEERS

2024-2025

(July 2024 through June 2025)

Hourly Billing Rates

Classification	**Hourly Rate**		
Principal	$280.00	-	$400.00
Senior Associate	$210.00	-	$325.00
Associate	$185.00	-	$285.00
Senior Engineer/Planner	$160.00	-	$235.00
Engineer/Planner	$130.00	-	$190.00
Senior Engineering Technician	$150.00	-	$240.00
Senior Project Accountant	$125.00	-	$190.00
Senior Project Coordinator	$125.00	-	$185.00
Project Coordinator	$125.00	-	$175.00
Technician	$145.00	-	$190.00
Intern	$100.00	-	$130.00

- *Other Direct Costs / Reimbursable expenses are invoiced at cost plus 10% for handling.*
- *Personal auto mileage is reimbursed at the then current IRS approved rate (70 cents per mile as of Jan 2025).*
- *Technology & Security Fee (software licensing, hardware upgrades, secure data storage, etc.) are invoiced and calculated as a percentage of project labor.*

Fehr & Peers reserves the right to change these rates at any time with or without advance notice.

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6. LITIGATION CLAIMS

A. Raney has never filed a claim or had a claim filed in court against them. However, it should be noted that Raney has prepared several EIRs for highly controversial projects where the lead agency has been subject to CEQA lawsuits. Raney has provided a summary of lawsuits filed against the lead agencies for the documents prepared by Raney in the last five years and associated findings below:

Wine Country Inn IS/MND, City of Livermore
Raney prepared the IS/MND for the Wine Country Inn project in the City of Livermore. The IS/MND was adopted and the project approved. A lawsuit was filed; however, the trial court denied the petition.

Vista Mar IS/MND, City of Pacifica
Raney prepared the IS/MND for the Vista Mar project in the City of Pacifica. The IS/MND was adopted and the project approved. A lawsuit, however, was filed in December 2021. In 2023, the judge ruled that an IS/MND did not sufficiently address the project's significant environmental impacts. All City approvals were set aside and the project was placed on hold pending the completion of an EIR.

Bridle Gate EIR, City of Brentwood
Raney prepared the Draft and Final EIR for the Bridle Gate project in the City of Brentwood. The EIR was certified and the project approved. A lawsuit, however, was filed in February 2025.

6.2. FAILED PROJECT COMPLETIONS

B. Raney has never failed to complete any awarded work, and has never defaulted on a contract or had a claim filed in court against them for failure to complete any contracted work. Raney has not had any litigation or claim therefore on file, or filed then settled in the last five years.

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8.1: Statement on Proposed Change to Insurance Coverage

Raney has reviewed the City's sample contract and is able to enter into the agreement with one exception. The City's business automobile liability insurance requirement stipulates, under section 2.4 of the sample Professional Services Agreement provided by the City, that the minimum automobile liability insurance coverage shall "be at least two million dollars ($2,000,000) each occurrence." Raney's insurance only covers up to $1,000,000, but our umbrella coverage ($2,000,000 each occurrence/aggregate) should meet the City's requirements.

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8.2: EXCEPTION TO AUDITED FINANCIAL STATEMENTS

Raney Planning & Management, Inc. is not an audited organization and, therefore, does not have audited financial statements.

As discussed throughout this submittal, Raney Planning & Management, Inc. was established in 1999 by Company President Tim Raney, AICP, to provide professional contract planning and environmental services throughout California. Raney Planning & Management is located in Sacramento, California, and is proud to remain a respected and privately-owned professional services firm that has been providing high quality professional services for over 26 years. Together with Senior Vice President Cindy Gnos, AICP, Mr. Raney has built a reputation for the company as one of the most trusted, experienced, and highly regarded small planning and environmental firms in northern California.

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10. PROPOSAL AUTHORIZATION FORM

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Exhibit D

PROPOSAL AUTHORIZATION

NAME OF RESPONDENT Raney Planning & Management, Inc

1. The above-named Respondent is a Respondent to the Request for Qualifications / Request for Proposals of the City of Benicia for professional services to prepare [Current Planning and Environmental Review] and possesses the legal authority to submit this Proposal.

2. The undersigned is authorized to conduct all negotiations for and legally bind the Respondent in all matters relating to this Proposal submittal.

3. The undersigned has reviewed, understands, is able to comply with and agrees to be bound by the General Conditions Governing the RFP described in Section 7 of the RFP.

4. The undersigned grants the City a right to conduct reference checks and reasonable investigation of all information provided by Respondent.

5. The undersigned certifies that this Proposal is irrevocable until 120 days after its submission date.

Signature: Cindy Gnos

Print Name: Cindy Gnos, AICP

Title: Senior Vice President

Date: 4-7-25

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Appendix A. RANEY RESUMES

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TIM RANEY, AICP

President

EDUCATION

Graduate Studies, Agricultural Economics
University of California, Davis

B.S., Agricultural and Managerial Economics
University of California, Davis

AFFILIATIONS

American Institute of Certified Planners (AICP)
American Planning Association (APA)
Sacramento Metro Chamber

Mr. Raney has over 30 years of local government, planning, and CEQA/NEPA experience, during which he has actively managed many of the region's most controversial projects.

PRESIDENT

Raney Planning & Management, Inc. (1999-Present)

As President of Raney, Mr. Raney provides a wide range of planning, management, and economic development services to public and private sector clients. Mr. Raney specializes in project coordination and management, CEQA processing and documentation, land use analysis, business district information, and public facilitation. With over twenty-five years of planning experience, he has developed a diverse and expanding network of clients, including developers, agency representatives, and state and local decision-makers. His diverse background enables him to advise his clients on effective strategies regarding government permitting processing, public involvement, and agency coordination. Mr. Raney provides quality client services, ensuring legally and procedurally accurate documentation while strictly adhering to all schedules and budgets.

COMMUNITY DEVELOPMENT DIRECTOR

City of Wheatland (2004-Present)

As the Community Development Director for the City of Wheatland, Mr. Raney provides professional guidance and technical assistance to the City Manager, City Council, Planning Commission, and the public regarding immediate and long-range planning while working extensively with the development community, local business owners, and community residents. Mr. Raney monitors City growth and oversees implementation of the City's General Plan, processing of development applications, and makes recommendation to City Council regarding applications and development projects. Over the past 18 years, Mr. Raney has been instrumental in developing the City's Infrastructure Work Program, Community Vision, and Capital Improvement Program as well as developing and implementing the City's General Plan.

COUNCILMEMBER/MAYOR

City of Citrus Heights, CA (1997-2002)

Elected to serve on the first City Council, Mr. Raney was instrumental in creating the initial government structure of the City of Citrus Heights. While on City Council, Mr. Raney participated in the preparation and adoption of the City's first General Plan as well as developing a city staff to be responsible for its implementation. Mr. Raney served as Mayor of Citrus Heights in 2000 winning numerous awards for his exceptional leadership skills. This experience behind the dais has given Mr. Raney the ability to understand projects from a variety of perspectives, thereby allowing him to provide a unique skill set to Raney's clients.

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CINDY GNOS, AICP

Senior Vice President

EDUCATION

Graduate Studies, Public Policy Administration
California State University, Sacramento

B.S., City and Regional Planning
California Polytechnic State University, San Luis Obispo

AFFILIATIONS

American Institute of Certified Planners (AICP)
American Planning Association (APA)

Ms. Gnos brings to Raney Planning & Management a wide range of public sector planning, management, and economic development services. Ms. Gnos specializes in land use analysis, project coordination and management, public facilitation, and CEQA processing and documentation. With nearly twelve years of public sector planning experience, she has developed an understanding of the diverse aspects of planning and community development within local governments. Her background enables her to advise clients on effective strategies regarding government permit processing, public involvement, and agency coordination.

SENIOR VICE PRESIDENT

Raney Planning & Management, Inc. (2000-Present)

As the principal contact for most of Raney's projects, Ms. Gnos provides high-quality, uniquely personal services to Raney's clients. Serving as Project Director for many of Raney's projects, Ms. Gnos is exceptionally organized and skilled at providing project management services to Raney's clients. In addition to project management, Ms. Gnos is responsible for the quality and content of Raney's documents, thoroughly reviewing every document before sending it out for client review. Ms. Gnos provides the energy that keeps the Raney team running in top condition, thereby ensuring that its clients receive the very best of what Raney has to offer.

SENIOR PLANNER

City of Dixon, California (1994-2000)

Ms. Gnos served as a planner for the City of Dixon, overseeing the planning, environmental review, and development of numerous residential, commercial, and industrial projects. Ms. Gnos coordinated the City of Dixon's downtown revitalization efforts through the management of the creation of the Dixon Downtown Revitalization Plan, and through personal participation in special downtown events. She implemented the Downtown Facade Improvement Program using Redevelopment funds. Ms. Gnos also oversaw the Community Development Block Grant (CDBG) Program for the City of Dixon which included Planning/Technical Assistance Grants and a Business Revolving Loan Fund. Ms. Gnos served as the housing coordinator for implementation of the City's Housing Element, including the use of Redevelopment Funds and HOME funds in a first-time homebuyer program.

ASSOCIATE PLANNER

City of Sacramento, California (1988-1994)

As a land use planner for the City of Sacramento, Ms. Gnos was responsible for processing development applications. This included pre-application meetings, environmental review, coordination with the City, developer, and neighborhoods, as well as reports and presentations to the Planning Commission and City Council. During her tenure at the City of Sacramento, she also chaired the Subdivision Review Committee.

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ROD STINSON

Vice President/Air Quality Specialist

EDUCATION
B.S., Forestry and Natural Resources
California Polytechnic State University, San Luis Obispo

CERTIFICATIONS
Certified in River Restoration and Natural Channel Design

AFFILIATIONS
Sacramento Metro EDGE
Urban Land Institute

Mr. Stinson brings to Raney Planning & Management, Inc. his technical writing and project management skills to every project. As Vice President with Raney, Mr. Stinson assists Senior Vice President Cindy Gnos and President Tim Raney in the day-to-day management of the office, which includes overseeing the processing of various environmental and planning projects, management of office staff, and coordination with agency personnel and project applicants. In addition, Mr. Stinson serves as Raney's in-house Air Quality Specialist.

VICE PRESIDENT/AIR QUALITY SPECIALIST

Raney Planning & Management, Inc. (2005-Present)

As Vice President, Mr. Stinson is responsible for assisting Senior Vice President Cindy Gnos and company President Tim Raney in the day-to-day coordination of the Raney team and its efforts. Since arriving at Raney, Mr. Stinson has been involved in the writing and managing of numerous environmental and planning projects and has served as the project manager for over 350 CEQA and NEPA projects. In addition, Mr. Stinson has managed numerous special planning projects as well as provided environmental and land use planning services for various jurisdictions during his time at Raney, including extensive use of GIS in the analysis and presentation of data.

Mr. Stinson also serves as Raney's in-house Air Quality Specialist, preparing air quality and greenhouse gas analyses for Initial Studies and Environmental Impact Reports as well as air quality and greenhouse gas studies and health risk assessments for various private-sector clients. Mr. Stinson trained under Donald Ballanti, Certified Consulting Meteorologist for several years and has prepared over thirty air quality analyses for various public and private sector projects. Through his work with various air districts in the region, Mr. Stinson has become a leading expert in preparing air quality and greenhouse gas analyses.

ESTIMATOR/ENVIRONMENTAL SPECIALIST

Thunder Mountain Enterprises, Inc. (2003-2005)

Mr. Stinson began at Thunder Mountain Enterprises, Inc. preparing Stormwater Pollution Prevention Plans utilizing erosion and sediment control Best Management Practices. In this position Mr. Stinson was trained in AutoCAD and expanded his knowledge of hydrology and fluvial processes. After four months with the company Mr. Stinson was promoted to department head of the Estimating Department where he developed and managed procedures for the department. Mr. Stinson was tasked to develop new markets for the company while maintaining their existing workflow market. In addition, Mr. Stinson set the budgets for the 2004 and 2005 fiscal years as well as secured over $600,000 of revenue in the first year of existence. As Estimator, Mr. Stinson performed sales, estimating, project management, and contract administration.

PROFESSIONAL DEVELOPMENT

Mr. Stinson is also actively involved in the Sacramento Metro Chamber as a graduate of the Leadership Class of 2012. As a part of the 2012 class project, Mr. Stinson participated in fundraising and outreach activities for the design and construction of the new Soil Born Farms outdoor classroom.

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NICK PAPPANI

Vice President

EDUCATION
B.S., Wildlife Biology, cum laude
California State University, Humboldt

AFFILIATIONS
The Wildlife Society, Western Section
Urban Land Institute

Mr. Pappani has been part of Raney Planning & Management's team since 2002. As current Vice President, Mr. Pappani is part of the management core of Raney, working directly with Senior Vice President Cindy Gnos and President Tim Raney to provide hands-on planning and CEQA services to a variety of clients.

VICE PRESIDENT

Raney Planning & Management, Inc. (2002-Present)

Mr. Pappani focuses on client interaction and business marketing, given his network of satisfied clients within the industry. Mr. Pappani also manages the preparation of CEQA documents and regularly attends meetings with lead agency staff to identify and problem-solve environmental issues so that the EIR process can be streamlined and simplified to the greatest extent feasible. In addition, Mr. Pappani works with Division Manager Rod Stinson, in the day-to-day coordination of the Raney team and its efforts. Since his arrival at Raney, Mr. Pappani has been involved in the writing and managing of numerous environmental documents and has served as the project manager for over 550 CEQA and NEPA projects. In addition to his project management experience, Mr. Pappani has provided contract planning services for various jurisdictions during his time at Raney, including serving as an extension of lead agency staff in reviewing development and use permit applications, preparing staff reports and conditions of approval, and presenting before boards, commissions, councilmembers, and the general public.

WILDLIFE TECHNICIAN

Grand Canyon National Park, Arizona (May to August 1999 and 2000)

Mr. Pappani utilized his field research skills obtained at Humboldt State University to collect pertinent wildlife data for the Park Service. In addition to conducting numerous field studies for special-status species and keeping detailed records of all collected data, Mr. Pappani was appointed as crew leader in the absence of the acting crew leader, which involved appointing tasks to other staff and managing their workload.

FIELD TECHNICIAN

LBJ Enterprises, Eureka, California (May to August 1998)

Mr. Pappani conducted research for an environmental consulting firm located in Eureka, California. Mr. Pappani's primary duties included conducting detailed plant and animal surveys throughout Six Rivers National Forest. The animal surveys focused on detecting the presence/absence of the Federally Threatened Marbled Murrelet within Six Rivers National Forest.

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ANGELA DAROSA

Division Manager/Air Quality Specialist

EDUCATION

B.S., Environmental Engineering
California Polytechnic State University, San Luis Obispo

Ms. DaRosa graduated from California Polytechnic State University, San Luis Obispo, with a Bachelor of Science degree in Environmental Engineering. Ms. DaRosa's background in engineering and technical writing allows her to analyze complex technical studies and integrate them into each project. As Division Manager with Raney, Ms. DaRosa provides project management and assists in the preparation and processing of various environmental and planning documents. As an Air Quality Specialist, Ms. DaRosa works closely with Raney's in-house Air Quality Technician to conduct detailed air quality analyses.

DIVISION MANAGER/AIR QUALITY SPECIALIST

Raney Planning & Management, Inc. (2010-Present)

Since joining Raney, Ms. DaRosa has been involved in the writing of numerous EIRs, including the Johnson Rancho and Hop Farm Annexation EIR in Wheatland, CA; the Newman Ridge EIR in Amador County, CA; the Brentwood Boulevard Specific Plan Recirculated EIR in Brentwood, CA; and the Terra Ranch Subdivision EIR in Manteca, CA. Ms. DaRosa has also written numerous Initial Studies for cities including, but not limited to, Wheatland, Woodland, Sacramento, Pinole, Brentwood, Kings County, and Lathrop. In addition to CEQA documentation experience, Ms. DaRosa has also been involved in the preparation of NEPA compliance documents including Environmental Assessments for projects such as Kingsburg Senior Village in Kinsburg, CA; Heritage Commons in Dixon, CA; Las Palmeras Apartments in Imperial, CA; and North Biggs Estates in Biggs, CA. Ms. DaRosa has also provided environmental and land use planning services for various jurisdictions, most prominently the City of Wheatland, including preliminary coordination and preparation of city planning documents such as the City of Wheatland Bikeway Master Plan, and use of GIS and other mapping tools for the analysis and presentation of data.

Ms. DaRosa contributes her environmental engineering background by working closely with Raney's in-house Air Quality Technician to prepare air quality and greenhouse gas analyses for Initial Studies and EIRs, as well as stand-alone air quality and greenhouse gas impact assessments for various private-sector clients. Ms. DaRosa has prepared air quality and greenhouse gas analyses for projects located within the jurisdictional boundaries of a variety of air districts throughout the State. Ms. DaRosa is proficient in the use of current air quality models, including CalEEMod, AERSCREEN, AERMOD, and HARP RAST.

PROJECT ENGINEER

RMC Water and Environment (2008-2009)

Ms. DaRosa worked at RMC Water and Environment as a key member of the design team on various projects. Ms. DaRosa was able to contribute her specialized knowledge of wastewater treatment by acting as an affiliate of the company's internal Wastewater Treatment Technical Committee. While at RMC, Ms. DaRosa was able to expand her AutoCAD skills by preparing basic infrastructure and design drawings, and was trained in GIS to prepare supportive plans and diagrams. During her time at RMC, Ms. DaRosa honed her technical writing skills through the preparation of a variety of design technical memoranda and reports, design specifications, environmental permits, and EIR sections.

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KEVIN VALENTE, AICP

Senior Associate

EDUCATION

B.S., City and Regional Planning
California Polytechnic State University, San Luis Obispo

Associates in Architectural Design
Cuesta College, San Luis Obispo

AFFILIATIONS

American Institute of Certified Planners (AICP)
American Planning Association (APA)

SENIOR ASSOCIATE

Raney Planning & Management, Inc. (2013-Present)

As Senior Associate, Mr. Valente brings his planning knowledge and design background to the preparation of` larger policy documents and various CEQA documents. Mr. Valente serves as Raney's Senior Planner and has provided contract planning services to the cities of Antioch, Live Oak, Pacifica, Sacramento, and Wheatland. Under contract with the City of Sacramento, Mr. Valente provided planning services to the Design Review staff, as well as, the Zoning Administrator and processed over 75 Cannabis Production and Cannabis Dispensary Conditional Use Permits and over 50 minor modifications. Serving as contract planner to the City of Antioch and Pacifica, Mr. Valente drafts staff reports, writes conditions of approval, conducts plan checks, and presents to the Planning Commission and City Council, if necessary.

Additionally, Mr. Valente has served as the Project Manager for a number of projects involving contract planning and CEQA compliance in the City of Antioch, such as the Rocketship School project, Almond Knolls Apartments project, and East 18th Street Apartments project. Mr. Valente's experience providing planning consulting services includes conducting plan check reviews and writing conditions of approvals, conducting Ad Hoc Committee Workshops, and preparing staff reports and noticing for Planning Commission and City Council hearings, as well as conducting staff presentations to Planning Commissions and City Councils. Mr. Valente additionally assists Tim Raney, Community Development Director for the City of Wheatland, with provision of day-to-day planning services, including responding to requests from the public, as well as the preparation of various long-range planning documents, including the Downtown Corridor Improvement Plan, updating the Community Design Standards, updating the Housing Element, a Zoning Ordinance Amendment, and the Climate Action Plan. Mr. Valente has played key role in the development of various planning policy documents.

Currently, Mr. Valente serves as the Planning Manager of the City of Live Oak and manages and processes all current and long-range planning projects. As Planning Manager for the City of Live Oak, Mr. Valente assisted with the drafting and adoption of an employment zoning district text and map amendment, which included the creation of two separate Employment Zoning Districts to promote the development of professional offices, businesses, and parks and related campus services, as well as auto service centers, development parks, and construction industries. In addition to reviewing and processing land use applications, Mr. Valente answers day-to-day community inquiries, reviews business license requests, and regularly attends Planning Commission and City Council hearings.

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MONK AND ASSOCIATES RESUMES

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MONK & ASSOCIATES INC
1136 Saranap Avenue Suite Q | Walnut Creek, CA 94595 | (925) 947-4867 | www.monkassociates.com

SARAH M. LYNCH
PRINCIPAL BIOLOGIST

Ms. Lynch is a biologist experienced in the fields of wildlife biology, botany, wetlands ecology and delineation, and threatened and endangered species surveys. She has worked as a biological consultant for over 25 years. Her passion for both wildlife and plants, and her strong education in both technical disciplines, has resulted in developing her expertise in both fields, wildlife and botany, with years of experience working with both. Her technical expertise includes: amphibian and fairy shrimp surveys; rare plant surveys; bird censusing; small mammal trapping; multiparameter wetland assessments; biological constraints analysis and impact analysis pursuant to CEQA and NEPA. Ms. Lynch prepares permit application packages for submittal to local, state, and federal resource agencies. She is involved in agency negotiation and mitigation development as part of the permit application process and oversees permitting of a project from start to completion. She prepares long-term management plans, mitigation and monitoring plans, PAR analyses, and permit compliance reports as part of the permit process.

EDUCATION

B.S., Environmental and Systematic Biology
California Polytechnic State University, San Luis Obispo 1990

CERTIFICATIONS

Certified Wildlife Biologist - Certification from The Wildlife Society, Washington, D.C.

PERMITS/AGENCY AUTHORIZATIONS

Authorized by the U.S. Fish and Wildlife Service as an Independent Researcher on M&A's federal 10(a)(1)(A) Recovery Permit to survey for and handle the federally listed California red-legged frog (*Rana draytonii*), California tiger salamander (*Ambystoma californiense*) (all Distinct Population Segments), vernal pool Branchiopods (*Branchinecta* spps. and *Lepidurus packardi*).

Authorized by the California Department of Fish and Wildlife under a Memorandum of Understanding (MOU) to survey for and handle the California tiger salamander and foothill yellow-legged frog (*Rana boylii*).

Authorized by the California Department of Fish and Wildlife under a Plant Voucher Collecting Permit to collect voucher specimens of State- listed plant species for accession to an herbarium.

EMPLOYMENT HISTORY

2022 to Present: Monk & Associates, Principal Biologist

2010-2021:	Monk & Associates, Senior Associate Biologist
1994 – 2010:	Monk & Associates, Associate Biologist
1992 - 1994:	Western Ecological Services Company, Inc., Biologist
1990 - 1992:	Harding Lawson Associates, Staff Biologist

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REPRESENTATIVE EXPERIENCE

Botanical and Wildlife Studies

Habitat Monitoring and Special-status Amphibian and Vernal Pool Branchiopod Surveys for the East Contra Costa Habitat Conservancy. Since 2006, Ms. Lynch has been providing biological survey support for the East Contra Costa Habitat Conservancy on their acquired land preserves. This survey support includes monitoring created seasonal wetland and restored creek habitats for special-status amphibians, surveying for federally- listed vernal pool branchiopods, surveying for special-status plant species, and monitoring the overall condition of the plant communities and wildlife habitats to see if any remedial efforts are necessary (for example, invasive weed eradication).

Special-Status Amphibian Surveys. 1991-Present. Authorized under a federal Recovery Permit (TE-776608) and State MOU (and Scientific Collector's Permit) to conduct surveys for federally listed and state listed amphibians. Conducted diurnal (daytime) surveys and nocturnal (night time) surveys for special-status amphibian species including the California tiger salamander (*Ambystoma californiense*) (all Distinct Population Segments), California red-legged frog (*Rana draytonii*), foothill yellow-legged frog (*Rana boylii*), and western spadefoot toad (*Spea hammondii*). Survey methods employed include visual surveys, spotlighting surveys, dip-netting, seining, funnel trapping, and pitfall trapping. Surveys followed California Department of Fish and Wildlife and U.S. Fish and Wildlife Service protocols.

Rare Plant Surveys. 1991-Present. Conducted systematic transect surveys in a variety of plant communities in northern and central California, including coastal dune scrub, coastal salt marsh, chaparral, oak woodland, redwood forest, and vernal pools in the Santa Rosa Plain of Sonoma County and California's Central Valley. All surveys followed California Department of Fish and Wildlife and U.S. Fish and Wildlife Service recommended guidelines and survey protocols.

Provided Environmental Permitting Assistance and Conducted Two Years of Nesting Bird Surveys for common and special-status bird species at the Bobcat Flat Phase III River Restoration Project on the Tuolumne River east of Waterford, CA. Surveys conducted in accordance with EPIMS-STA-13719-R4. Surveys included U.S. Fish and Wildlife (USFWS) protocol-level surveys for nesting Least Bell's Vireo (*Vireo bellii pusillus*) which require eight surveys between April and July, as well as CDFW protocol-level surveys for nesting Swainson's Hawks (*Buteo swainsoni*) which requires six surveys over two survey periods. Other special-status birds surveyed for included the Tricolored Blackbird (*Agelaius tricolor*) and the Bald Eagle (*Haliaeetus leucocephalus*). These surveys resulted in a positive identification of two Swainson's Hawk nests, a Cooper's Hawk (*Accipiter cooperii)* nest, a White-tailed Kite (*Elanus leucurus*) nest, and three Red-tailed Hawk (*Buteo jamaicensis*) nests among other more common nesting bird species. All nesting attempts were successful. Also prepared environmental permit applications for submittal to state and federal regulatory agencies and obtained a U.S. Army Corps of Engineers Section 404 permit (Nationwide Permit 27), a California Regional Water Quality Control Board Section 401 water quality certification, and a California Department of Fish and Wildlife Section 1602 Streambed Alteration Agreement for the river restoration work. 2018- 2023. Client: Tuolumne River Conservancy.

Conducted One Year of Western Pond Turtle Presence and Nesting Surveys at the Bobcat Flat Phase III River Restoration Project on the Tuolumne River east of Waterford, CA. Surveys conducted in accordance with EPIMS-STA-13719-R4. Surveys for nesting pond turtles were conducted in all upland locations near the Tuolumne River, away from the river, and in all upland locations outside of the river and its backwater sloughs. Several western pond turtles as well as multiple red-eared sliders were observed and documented. Western pond turtle observations were reported to the CNDDB.

Biological Constraints Analysis and Special-Status Plant and Wildlife Surveys, Doolan Ranch Preserve, Alameda County, California. Completed a biological constraints analysis of this approximately 1,200-acre

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rural project site located in the hills east of Livermore. This constraints analysis provided the project proponent with information on the biological resources found on the project site and how these resources could pose a constraint to development. Following preparation of the constraints analysis, M&A completed four months of special-status plant surveys on the project site following California Department of Fish and Wildlife and the California Native Plant Society's "Rare Plant Survey Guidelines," as well as protocol level surveys for federally-listed vernal pool Branchiopods and the state and federally-listed California tiger salamander. Findings: two special-status plants, the California red-legged frog, and the California tiger salamander were identified on the project site.

Biological Support and Peer Review Services, Contra Costa County, Community Development Department, Martinez, CA. 2002 – 2021, 2023. On-call services. Between 2002 and 2021, and again 2023 assisted the County of Contra Costa, Community Development Department, with the peer review of biological constraints analysis reports and special-status species survey reports prepared for proposed development projects in the County. Assist Community Development Department personnel in the preparation of Initial Studies and the Biological Resource sections of Mitigated Negative Declarations for proposed projects. Assist Community Development Department staff in identifying project impacts to biological resources and crafting adequate mitigation measures to offset the impact to a less than significant level pursuant to CEQA.

Highway 37 Sonoma Creek Bridge Widening Project and SMHM Trapping, Sonoma County, CA. Monk & Associates, Inc. (M&A) assisted CalTrans with acquisition of a Federal Engineered Species Act Incidental Take Permit for project impacts to the federally listed (and state listed) salt marsh harvest mouse (*Reithrodontomys raviventris*). M&A had to assist with installation of rodent exclusion fencing, and trapped all rodents from within the enclosed areas clearing the way for CalTrans to complete the Highway 37 Bridge widening project. SMHM trapped were relocated to another portion of the Highway 37 marsh under authorization of the USFWS BO (Trapping personnel: Geoff Monk, Sarah Lynch, Dr. Phil Leitner). Client: CalTrans.

Salt Marsh Harvest Mouse Presence/Absence Trapping Survey, Shell Pipeline Corporation - Pipeline Repair Site Martinez, Contra Costa County, California. In June 2008, M&A (Sarah Lynch and Hope Kingma) completed a trapping study in the Shell Marsh and live-trapped 4 salt marsh harvest mice on the second trap night. In addition, 43 western harvest mouse (*Reithrodontomys megalotis*) (not including re-captures) were captured during the 2-day trapping study. Other small mammals captured during this study included the California meadow vole (*Microtus californicus*) (n = 158), house mice (*Mus musculus*) (n = 70), and the deer mouse (*Peromyscus maniculatus*) (n = 1).

Salt Marsh Harvest Mouse Presence/Absence Survey, Avon To Vine Hill Pipeline Construction Project, Contra Costa County, CA. M&A biologists Geoff Monk and Sarah Lynch conducted a SMHM presence/absence survey over an eight day period from July 10, 1995 through July 18, 1995. A total of 300 Sherman live-traps were set each night in the three most suitable SMHM habitats along the Chevron R/W. A total of 300 trap-nights per night or 1,200 trap-nights over the entire survey duration were completed. A total of 257 rodents were captured during the trapping effort. The house mouse *(Mus musculus*) was the most common mouse species captured (n= 117), followed by western harvest mouse *(R. megalotis*) (n=96), California meadow vole (*Microtus californicus*) (n=42) and finally brown rat *(Rattus norvegicus*).

Environmental Permitting, Safe Routes to School Program, Town of Fairfax, Marin County, CA. Assisted Moffatt & Nichol Engineering and the Town of Fairfax with environmental permit applications for the repair and reconstruction of a bridge over Fairfax Creek in the Town of Fairfax. Met with California Department of Fish and Wildlife personnel on the project site and acquired a streambed alteration agreement from Fish and Wildlife in accordance with Section 1602 of California Fish and Game Code. Client: Moffatt & Nichol Engineering, Walnut Creek, CA.

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Burrowing Owl, California Red-Legged Frog, California Tiger Salamander, and Rare Plant Surveys. Martinelli Ranch, Petaluma, CA. Conducted focused surveys on 600 acres for special-status animals and plants in order to comply with a State Water Resources Control Board requirement for a pending Water Rights Permit application. Focused surveys were conducted on portions of the ranch proposed for water diversion and place of use (vineyard planting). Ms. Lynch identified the federally listed species, Contra Costa goldfields (*Lasthenia conjugens*) on the property which was a known range extension for this species. Identified the California red-legged frog onsite. Prepared several reports for the State Water Board to assist them with their water rights application. A California red-legged frog and burrowing owl survey report was prepared, a special-status plant survey report was prepared, and a California tiger salamander larval survey report was prepared. Client: Mr. Dave Martinelli.

California Red-Legged Frog Surveys and Bird Point Count Surveys. Charles Krug's Willow Lake Ranch, Napa, CA. Charles Krug received a Water Rights Permit from the State Water Resources Control Board for the enlargement of two existing ponds (reservoirs) and creation of a third off-stream reservoir on their Willow Lake Ranch site. One of the Water Rights Permit conditions was for a biologist to conduct California red-legged frog surveys prior to enlargement of the existing reservoirs and construction of a third reservoir. Ms. Lynch participated in the focused surveys for this federally listed frog species. These surveys followed the U.S. Fish and Wildlife Service's survey protocol. No California red-legged frogs were identified in the existing ponds. A report with these findings was prepared and submitted to the U.S. Fish and Wildlife Service, and no further survey work or mitigation was required. Dawn surveys for bird population census was also conducted. Ms. Lynch and Dr. Monte Kirven conducted a series of point counts over several months along the riparian corridor to document bird use. Client: Charles Krug Winery, Peter Mondavi Family.

California Department of Fish and Game monitor for all biological surveys conducted along a 100-mile spread of the PGT/PG&E pipeline expansion project in Shasta, Siskiyou, and Modoc Counties, California. Responsibilities included monitoring activities of consulting biologists conducting special-status raptor surveys along the pipeline, monitoring construction activities, attending interagency meetings, and reviewing all biological survey status reports and mitigation plans. Client: Michael Sotak & Associates

Raptor (birds of prey) nesting/occurrence surveys. 1991 to Present. Conducted nesting/occurrence surveys for golden eagle, Cooper's hawk, sharp-shinned hawk, white-tailed kite, and burrowing owl for proposed developments in the San Francisco Bay Area and the Central Valley. All surveys follow regulatory agency protocols. Clients: Various.

Conducted kit fox den surveys along a 60-mile spread of the Westley-Tracy transmission line project in San Joaquin County, California. Surveys were conducted in order to determine alternative routes for the transmission line. Client: Transmission Agency of Northern California.

<u>Environmental and Regulatory</u>

Permit Acquisition and Biological Resources Analysis, Clearwater at Windsor, Town of Windsor, Sonoma County, California. Prepared a Biological Resources Analysis for inclusion in the Initial Study/Mitigated Negative Declaration prepared by the Town of Windsor. Prepared permit application packages for submittal to state and federal regulatory agencies and obtained a U.S. Army Corps of Engineers Nationwide Permit pursuant to Section 404 of the Clean Water Act, a California Regional Water Quality Control Board Section 401 water quality certification, a U.S. Fish and Wildlife Service Biological Opinion, a National Marine Fisheries Service Biological Opinion, and a California Department of Fish and Wildlife Streambed Alteration Agreement pursuant to Section 1600 of California Fish and Game Code. Prepared a Long-term Management Plan and PAR Analysis for a 15.59-acre Conservation Easement area on the project site and related CE deed.

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Biological Resources Analysis, Santa Rosa Rancheria, Kings County, California. Conducted field surveys to document baseline biological conditions on three parcels proposed for development: a 20-acre, 200-acre, and a 400-acre parcel. Prepared a biological resources analysis for the 200-acre parcel. This biological resources analysis was incorporated into a National Environmental Policy Act (NEPA) Environmental Assessment. Currently working on reports for the 20 and 400-acre parcels. Each report documents existing conditions on the parcel, discusses potential special-status species and "waters of the United States" issues, summarizes potential project-related impacts to biological resources, and suggests mitigation measures to minimize these impacts.

Biological Resources Analysis for inclusion in an Environmental Impact Report, Gillrie Property, Alameda County, CA. Completed a wildlife inventory, rare plant surveys, a wetland delineation, and protocol California red-legged frog surveys on this 78-acre property proposed for residential development. Prepared a biological resources setting, impacts, and mitigations section for Alameda County Planning Department for incorporation into the Environmental Impact Report being prepared for the project. Client: Alameda County Planning Department.

Oak Manor Development, Alameda County, California - Environmental permitting. Secured permits for impacts to U.S. Army Corps of Engineers jurisdictional “waters of the United States” pursuant to Section 404 of the Clean Water Act, and obtained a waiver of water quality from the California Regional Water Quality Control Board (pursuant to Section 401 of the Clean Water Act). Also, obtained a Streambed Alteration Agreement, pursuant to Section 1603 of California Fish and Game Code, for proposed impacts to intermittent creeks from construction of the housing development. Prepared an oak tree management plan for distribution to new home owners to assist them with the care and maintenance of native oak trees on their property. Client: Branaugh Excavating, Inc., Livermore, California.

Castlewood Water and Sewer System Rehabilitation Project, Alameda County, California. Prepared a biological constraints analysis for the proposed rehabilitation of an existing water and sewer system in the Castlewood County Service Area. Also conducted surveys for special-status plants within the proposed water and sewer easements area. Client: Alameda County Planning Department, Alameda County, California.

Delineated over 30 vernal pools and swales on a 110-acre site proposed for landfill expansion in Merced County, California. Prepared a report for submittal to the U.S. Army Corps of Engineers and obtained a U.S. Army Corps of Engineers jurisdictional determination for the delineation. Arranged mitigation for proposed impacts to vernal pools and habitat for the Federally listed threatened vernal pool fairy shrimp (*Branchinecta lynchi*).

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MONK & ASSOCIATES INC
1136 Saranap Avenue Suite Q | Walnut Creek, CA 94595 | (925) 947-4867 | www.monkassociates.com

CHRISTINA OWENS
ASSOCIATE BIOLOGIST

Ms. Owens is a biologist experienced in the fields of botany, wetlands ecology and delineation and habitat assessment. She has more than 15 years of environmental consulting experience. Ms. Owens' experience includes conducting rare plant surveys, wetland delineations, vegetation mapping, habitat assessments, mitigation monitoring and management of project compliance as well as mitigation wetland design/construction. Ms. Owens' graduate work focused on the flora of constructed and natural vernal pools, specifically on the distribution of plant communities within those pools. She has extensive field experience in the Central Valley, the Bay Area, including the Santa Rosa Plain's vernal pool communities, and in most of the major habitat types in northern California. She routinely prepares technical documents including special-status plant mitigation and monitoring plans, weed management plans, long-term management plans, deed restrictions/conservation easements, biological resource assessments for environmental impact analysis and biological constraints analyses pursuant to CEQA as well as permitting packages for submittal to the U.S. Army Corps of Engineers, the California Regional Water Quality Control Board, the California Department of Fish and Wildlife, the United States Fish and Wildlife Service and the National Marine Fisheries Service. Ms. Owens also has experience conducting special-status wildlife surveys and/or compliance monitoring for special-status species including California red-legged frog, western pond turtle, foothill yellow-legged frog, Western Burrowing Owl, nesting birds and assisting with California tiger salamander population monitoring on habitat preserves as well as surveying for native bumble bees including the CESA candidate species, Crotch's bumble bee. Ms. Owens is a permitted volunteer for the California Bumble Bee Atlas and has experience catching and IDing various bumble bee species in California.

EDUCATION

M.A. University of California, Davis, in Geography, 2008
B.S. University of California, Davis, in Environmental Horticulture and Urban Forestry, 2001

EMPLOYMENT HISTORY

2020 – Present: Monk & Associates, Associate Biologist

2016 – 2020: Monk & Associates, Senior Biologist

2012 – 2016: Monk & Associates, Project Biologist II

2010 – 2012: ICF International, Sacramento, CA, Botanist

2010: University of California at Davis, Davis, CA, Botanist

2009 – 2010: Ecohydrology Research, Inc., Davis, CA, Botanist

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PERMIT AUTHORIZATIONS

- Permitted volunteer for the California Bumble Bee Atlas [California Department of Fish and Wildlife SCP #S-210530001-21053-001 and the associated Memorandum of Understanding (MOU)]

WORKSHOPS/TRAININGS

- Attended The Western Section of The Wildlife Society Bumblebee Workshop at Turtle Rock Community Center, Markleeville, Alpine County, California. July 21-23, 2023.

- Attended a Bumble Bee Atlas Field Training at Cosumnes Preserve in Sacramento County, California. Led by Lief Richardson (Xerces Society) on April 28, 2025.

- Three 8-hour bumblebee trainings in the field with permitted bumblebee Biologist Dr. Jaymee Marty conducting preconstruction surveys, with multiple identifications of Crotch's bumblebee (*Bombus crotchii*) foraging on buttonwillow (*Cephalanthus occidentalis*), both male and female, as well as multiple other common bumble bee species. La Grange, Stanislaus County, California. May 11 and 29, July 1 2024.

- Attended a weekend field trip with the California Bumblebee Atlas. Netted, captured and IDed multiple bumblebee species. Hope Valley, Alpine County, California. August 2024.

REPRESENTATIVE EXPERIENCE

Napa Logistics Park and Napa Logistics Preserve, City of American Canyon, California. Conducted a wetland delineation over 176 acres, prepared Biological Resources Analysis report for the CEQA document. Acquired permits from the U.S. Army Corps of Engineers (Corps), California Regional Water Quality Control Board (RWQCB), and California Department of Fish and Wildlife (CDFW). Oversaw permit compliance, preconstruction surveys for special-status plant and wildlife. Assisted with the design of mitigation wetlands and was onsite during the construction of 5 mitigation wetlands within the Napa Logistics Preserve. Conduct annual hydrological and vegetation monitoring and prepare annual reports to the resource agencies in compliance with issued permits.

Tri-Dam. Beardsley Afterbay Dam Maintenance Repair Project, Tuolumne County, California. Permit acquisition from Corps, RWQCB, and CDFW. Oversaw permit compliance and coordinated with project engineering and construction team to ensure that onsite work was completed in accordance with regulatory agency permits. Provided construction monitoring.

Dewberry | Drake Haglan, Storm Drain Zone 36/Zone 39 Improvement Project, Manteca, California. Permit acquisition from Corps, RWQCB, and CDFW. Prepared Biological Assessments to the National Marine Fisheries Service (NMFS) and the U.S. Fish and Wildlife Service (USFWS) for Biological Consultation pursuant to Section 7 of FESA by and between the Corps and the NMFS and USFWS. Prepared a Biological Resources Analysis for a CEQA Mitigated Negative Declaration.

Newport Pointe, Discovery Bay, Contra Costa County, California. Permit acquisition from USFWS, Corps, RWQCB, and CDFW. Prepare permit amendments and renewals as necessary. Conducted special-status plant surveys and assisted with the design of an onsite mitigation preserve to protect identified

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special-status plant surveys. Oversaw permit compliance and directed junior staff construction monitoring.

Propriis. Kawana Meadows, Santa Rosa, California. Permit acquisition from Corps, RWQCB, and CDFW. Permit renewal and mitigation negotiation.

Kennedy Wilson. 38 Degrees North Phase 2, Santa Rosa, California. Permit acquisition from USFWS, Corps, RWQCB, and CDFW. Oversaw permit compliance and wetland design/creation.

Ajaib Bhadare. Todd Road, Santa Rosa, California. Permit acquisition from USFWS, Corps, RWQCB, and CDFW. Sourcing of mitigation credits for California tiger salamander.

Townsend Capital Partners, LLC. 7515 Alder Avenue Project, Cotati, California. Permit acquisition from USFWS, Corps, RWQCB, and CDFW.

Phillips 66 Line 200 Repairs Project, multiple counties, California. Permit acquisition from USFWS, Corps, RWQCB, and CDFW. Prepare permit amendments and renewals. Conducted special-status rare plant and wildlife surveys. Oversaw permit compliance and construction monitoring. Sources mitigation credits.

Assisted Senior Associate Biologist with presence/absence surveys for foothill yellow-legged frogs in Tuolumne County, California.

Assisted Senior Associate Biologist with adult and larval surveys for California red-legged frogs at the CRLF Preserve in American Canyon, CA. Observed 15-20 sub-adult and adult CRLFs, as well as approximately 10 larvae. Trained on identification of adult and larval CRLF by Mr. Geoff Monk (10(a)(1)(A) permittee).

Construction monitoring experience at several sites in East Contra Costa County and provided environmental training for species including San Joaquin kit fox, California tiger salamander, California tiger salamander and western burrowing owl.

Approved by USFWS for construction monitoring at site in Livermore with potential for CRLF to occur.

Trained on identification of adult and larval California Tiger Salamander by Mr. Geoff Monk and Ms. Sarah Lynch (10(a)(1)(A) permittee). Assisted Senior Associate Biologist with larval surveys for CTS.

Surveyed for presence of burrowing owls under supervision of senior staff Ms. Hope Kingma and Ms. Sarah Lynch in Antioch. Provided construction monitoring in Brentwood at site Western burrowing owl occupied burrows to ensure construction activities did not disturb multiple nesting pairs.

Monitored wells and mapped wetland features to provide a baseline pattern of inundation and dry-down of mitigation and impacted wetlands in Willits, CA. Assessed mitigation wetlands in Willits, CA using the California Rapid Assessment Method (CRAM) and conducted population-level data collection for rare species.

Collaborated with hydrologist to create experimental design for research contracts. Prepared written documentation for Demonstration Plans, CWA Section 404 and 401 permits and Biological Assessments for Section 7 consultation for research contracts.

Conducted botanical surveys in Creosote scrub and near the Carrizo Plain in southern California.

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Conducted ground truthing of GIS data for both physical and vegetation community features as well as an informal survey of late-season rare plants and wildlife in the San Joaquin valley.

Mapped the 2010 extent of the invasive plant red sesbania (*Sesbania punicea*) in California using existing information from multiple sources to identify gaps in previous surveys and identify areas of population spread. Recorded population and ecological data for all sightings including associate taxa. Assisted with post-processing of data and analysis using a weed prioritization model to select weed population targets for successful eradication.

Assisted with plant identification of vernal pool and grassland specimens collected during fieldwork and editing of field data sheets for vernal pool classification. Entered biotic and abiotic data and reviewed for quality control. Conducted botanical fieldwork for grant data collection in constructed and natural vernal pools.

FIELD EXPERIENCE

Knowledge of major California plant communities and plant taxa with extensive experience in vernal pool, seasonal wetland, annual grassland, coastal and saltbush scrub, wet meadow, riparian woodland, foothill woodland and riparian corridor habitats.

Habitat/plant association surveying and mapping experience for rare plant surveys and biological inventories.

PROFESSIONAL SKILLS

Wetland delineation using the USACOE 1987 Manual and the Arid West Manual and wetland assessment using the California Rapid Assessment Method (CRAM).

Experience with CEQA/NEPA, EIR process and permitting processes (CCWA Section 404 and 401 and Section 7 consultation).

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EILEEN BARROW AND ASSOCIATES
RESUMES

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Eileen Barrow President | ebarrow@ebarrowassociates.com

Professional Experience

Eileen Barrow & Associates | President | 2024 to Present

- Management of a consulting firm specializing in archaeological and historical research and regulatory compliance
- Management of project personnel and the preparation of survey, monitoring, and excavation projects
- Ensures studies meet local, state, and federal requirements
- Coordinates among Native American groups and agencies and project proponents

Tom Origer & Associates | Senior Associate | 2005 to Present

- Oversight of archaeological survey, monitoring, and excavation projects
- Supervision of survey, monitoring, and excavation personnel
- Laboratory analysis of archaeological collections
- Report preparation of survey, monitoring, and excavation projects
- Coordinates among Native American groups and agencies and project proponents

Education

Professional Development

- Masters Certificate in Historic Preservation |2023| University of Kentucky
- Mid-Twentieth Century Architecture | 2006 | National Preservation Institute

Masters of Arts in Cultural Resources Management | 2010 | Sonoma State University

- Excavating the Past for the Future: A Synthesis of Marin County Prehistoric Archaeology

Bachelor of Arts in Anthropology | 2007 | Sonoma State University

Professional Affiliations

Register of Professional Archaeologists #989269

Society for American Archaeology

Society for Architectural Historians

Society for California Archaeology

Society for Historical Archaeology

Sonoma County Historical Society

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Julia Karnowski

Senior Associate | julia@origer.com

Professional Experience

Eileen Barrow & Associates | Senior Associate | August 2024 to Present

- Managing archaeological survey and excavation projects
- Directing crew in the field
- Ensuring CEQA and Section 106 compliance

Tom Origer & Associates | Senior Associate | October 2019 to Present

- Managing archaeological survey and excavation projects
- Preparing archaeological research designs
- Ensuring CEQA and Section 106 compliance
- Managing the obsidian hydration laboratory

Tom Origer & Associates | Associate | May 2014 to October 2019

- Archaeological survey and excavation fieldwork
- Laboratory analysis of archaeological collections
- Report preparation of survey and excavation projects
- Historical and archival research

Education

Professional Development

- Historic Context Statements: A Primer | 2020 | California Preservation Foundation
- Beyond the Building: Challenges and Opportunities in Evaluating Recent Past Resources | 2017 | California Preservation Foundation
- A Methodology for Large Scale Rural Landscapes | 2017 | California Preservation Foundation
- The California Historic Building Code (CHBC) and the Americans with Disabilities Act (ADA) in Historic Buildings and Sites | 2016 | California Preservation Foundation

Bachelor of Science in Anthropology, Cultural Resources Management emphasis | 2013 | California State Polytechnic University, Pomona

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Vicki Beard

Senior Associate | vbeard@origer.com

Professional Experience

Eileen Barrow & Associates | *Senior Associate* | *2024 to Present*

- Managing archaeological survey and excavation projects
- Surveying and evaluating historical buildings and structures
- Historical research

Tom Origer & Associates | *Senior Associate* | *1990 to 2022 (retired); Available as needed*

- Managing archaeological survey and excavation projects
- Supervising survey and excavation personnel
- Surveying and evaluating historical buildings and structures
- Historical research

Anthropological Studies Center, Sonoma State University | *Project Director* | *1989 to 1993*

- Managing archaeological survey and excavation projects
- Supervising survey and excavation personnel

California Archaeological Inventory, Northwest Information Center | *Researcher* | *1987 to 1993*

- Determining archaeological sensitivity for planning and governmental agencies
- Reviewing documents related to cultural resources

Education

Professional Development

- Historic Landscapes | 2007 | National Preservation Institute
- Mid-Twentieth Century Architecture | 2006 | National Preservation Institute
- Survey and Evaluation of Historical Resources | 2002 |University of Nevada, Reno
- History of American Architecture | 1996 | University of California, Berkeley

Master of Arts in Cultural Resources Management | *Sonoma State University*

- Thesis Title - Let the World Draw Closer Together: Sociocultural Aspects of the Carrillo Adobe Site

Bachelor of Arts in Anthropology | *Sonoma State University*

- Minor in History

Professional Affiliations

Register of Professional Archaeologists #10634

Society for California Archaeology

Society for Historical Archaeology

Society for Architectural Historians

Northern California Chapter of the Society of Architectural Historians

Vernacular Architecture Forum

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GEOCON RESUMES

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GEOCON

JOSH EWERT, PG

SENIOR GEOLOGIST

EDUCATION
- BS, Geology, California State University, Sacramento (2007)

REGISTRATIONS
- CA: Professional Geologist, No. 9096 (2013)

CERTIFICATIONS
- OSHA: 40-Hour Health and Safety Training
- OSHA: 8-Hour Refresher Training
- OSHA: 8-Hour Supervisor Training

Mr. Ewert is a principal geologist of Geocon with over 18 years of experience in environmental services. His experience includes conducting and managing Phase II Environmental Site Assessments (ESAs); performing site reconnaissance; designing, conducting, and evaluating results from field sampling programs; coordinating drilling activities; installing, operating, and maintaining soil and groundwater remediation systems; and preparing health and safety plans, workplans, and site investigation reports. In addition, Mr. Ewert has extensive experience investigating and evaluating soil vapor and indoor air concerns, including performing human health risk assessments.

401 MARINA VISTA AVENUE REDEVELOPMENT, MARTINEZ, CA

Geocon performed Phase I and Phase II Environmental Site Assessments (ESA), a limited asbestos and deteriorated lead-containing paint (LCP) survey and a geophysical investigation at 401 Marina Vista Avenue, in Martinez, California. The Phase I ESA was performed to assess the potential presence of hazardous substances and/or petroleum product impacts at the site prior to the City exploring redevelopment/renovation options for the site. At the time of our assessment, the site was occupied by former train depot, adjacent to the Amtrak Capitol Corridor railroad tracks. The geophysical investigation was conducted to locate and map a number of petroleum pipelines and also to look for Underground Storage Tanks (USTs) and identify former UST locations. The Phase II ESA was performed to assess if sub-slab vapor beneath the former Amtrak train depot building was impacted by a potential release from nearby current and former petroleum pipelines and assess the presence of a possible underground storage tank at a location identified by the geophysical survey. Based on specialized knowledge acquired during the Phase I ESA identifying the potential presence of asbestos containing materials (ACM) and lead containing paint (LCP) at the site, Geocon also performed a limited asbestos and lead-containing paint survey at the former train depot. Mr. Ewert provided internal consultation and general project oversight.

LEGACY @ LIVERMORE, MIXED-USE REDEVELOPMENT SITE, LIVERMORE, CA

Geocon provided environmental and geotechnical consulting services for the Legacy @ Livermore Mixed-Use Project in Livermore, California. The project involved the construction of an at-grade podium structure with ground-level retail and residential units above. Prior to redevelopment, the site was occupied by commercial structures, asphalt parking, and driveways situated onsite from a previous automotive dealership, which closed in 2011. An automotive repair shop was also operating in the northern parcel, and several commercial buildings were present throughout the southern parcel. These buildings and site improvements were demolished to accommodate the new development. Geocon was retained by the owner to provide environmental consulting services, including project management and agency coordination; a pre-demolition asbestos and deteriorated lead-containing paint (LCP) survey of existing retail and service facilities; soil vapor sampling; a Phase I Environmental Site Assessment (ESA); and the development of a site work plan (SWP) and soil and groundwater management plan. Mr. Ewert provided project support and geologic consultation.

CITY OF NAPA, PROPOSED PUBLIC SAFETY BUILDING/ AFFORDABLE HOUSING, NAPA, CA

Geocon performed a combined Geotechnical Investigation/ Phase II Environmental Site Assessment (ESA) for the redevelopment of the City of Napa Corporation Yard. Our scope of services included a design-level geotechnical investigation and environmental sampling for a proposed new 25,000 square foot Public Safety building and site improvements at the Corporation Yard. Environmental soil sampling we

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performed was to provide a preliminary characterization of soils anticipated for export from the site and included CAM 17 metals, total petroleum hydrocarbons, chlorinated pesticides, and asbestos. Based on the presence of a former UST onsite and surrounding land use, Geocon also performed soil vapor sampling at the potential locations of the new building and along the northern margin of the site for potential future affordable housing. Mr. Ewert conducted air sampling, drilling oversight, and provided consultation.

RIVERPARK SHOPPING CENTER REDEVELOPMENT, NAPA, CA

Geocon performed a range of environmental services for the Riverpark Shopping Center redevelopment. Prior to purchase of the property the project developer retained Geocon to conduct a Phase I ESA. We performed the ESA to provide information regarding the potential for existing hazardous substances or petroleum impacts at the Site as part of the due diligence process prior to acquisition. Geocon also conducted a limited asbestos survey of seven pre-existing (occupied) commercial structures at the site, and later performed a supplemental asbestos survey of a vacant, single-story building where building materials were identified to contain asbestos. During abatement of the asbestos containing building materials, Geocon performed asbestos clearance visual inspection and air sampling. Mr. Ewert provided project support.

TOWN OF LOOMIS STREETSCAPE PROJECT, LOOMIS CA

The Loomis Streetscape project provided improvements along Taylor Road, a main thoroughfare through the Town of Loomis and a vital link between Rocklin, Penryn, and Newcastle. The purpose of the project was to improve connectivity with the historic section of town to the east, as well as improve pedestrian and bicycle access. Improvements included new sidewalks, curbs, gutters, streetlights, high-visibility pedestrian crossings, re-striping for bike paths, and parking. Geocon provided quality assurance materials testing services. Mr. Ewert provided field engineering services.

424 12TH STREET AND 1117 E STREET REDEVELOPMENT, SACRAMENTO, CA

Geocon performed additional investigation of environmental conditions at the contiguous properties at 424 12th Street and 1117 E Street. The City of Sacramento funded the investigation for the private developer, Gateway Development, who intended to purchase the Site and redevelop it with a multi-story residential building. Our investigation assessed the Site for the potential presence of volatile organic compounds (VOC) in soil vapor and undocumented underground storage tanks and/or other subsurface equipment related to the past operation of gas stations and a dry cleaners on the Site. Additionally, we assessed the health risk posed to future residential site occupants by exposure to lead in soil on the Site. Our investigation found that VOCs in soil vapor are unlikely to create an unacceptable health risk in indoor air for future site residents and workers and that the proposed development will eliminate the potential human health risk from lead-impacted soil. Mr. Ewert was the senior geologist and provided general consultation.

TOWNSHIP 9 REDEVELOPMENT SITE, SACRAMENTO, CA

Mr. Ewert performed a soil vapor survey for this Brownfields redevelopment project just south of the American River. The purpose of the soil vapor survey was to determine if VOCs in soil vapor beneath the proposed residential units might pose a threat to human health via vapor intrusion to indoor air. The results of the soil vapor survey were that concentrations of VOCs did not exceed regulatory screening levels for shallow soil gas in residential or commercial land use scenarios. As a result of this soil vapor survey, the client was able to avoid having to install a costly passive soil vapor venting system beneath the site.

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GEOCON

CORD DENNIG, CAC

PROJECT SCIENTIST

EDUCATION
- BS, Environmental Toxicology, University of California, Davis

CERTIFICATIONS
- CA: Certified Asbestos Consultant, No. 11-6915
- CDPH: Lead-based Paint Inspector/Assessor, No. LRC-2374
- NEHA: Residential Radon Measurement Provider, No. 107459RT
- OSHA: 40-hour Health and Safety Training
- OSHA: 8-Hour Refresher Training
- OSHA: 8-Hour Supervisor Training
- OSHA: Asbestos Cement Pipe and Refresher Training

Mr. Dennig has over 14 years of experience in the public and private sectors providing environmental due diligence, subsurface investigations, remediation, and compliance application services. He is a California Occupational Safety and Health Administration (Cal/OSHA) Certified Site Surveillance Technician (CSST) and a California Department of Public Health (CDPH) Certified Lead-Based Paint Inspector/Assessor. He routinely conducts Phase I and Phase II environmental site assessments (ESAs), pre-demolition building hazardous materials surveys, underground storage tank (UST) investigations, in-situ subsurface remediation, industrial air emissions monitoring, and environmental compliance services for federal, state, and public agencies, and various private entities.

401 MARINA VISTA AVENUE REDEVELOPMENT, MARTINEZ, CA

Geocon performed Phase I and Phase II ESAs, a limited asbestos and deteriorated lead-containing paint (LCP) survey and a geophysical investigation at 401 Marina Vista Avenue in Martinez. The Phase I ESA was performed to assess the potential presence of hazardous substances and/or petroleum product impacts at the site prior to the City exploring redevelopment/renovation options for the site. Based on specialized knowledge acquired during the Phase I ESA, Geocon also performed a limited asbestos and lead-containing paint survey at the site. Mr. Dennig conducted environmental sampling.

CITY OF NAPA, PROPOSED PUBLIC SAFETY BUILDING/ AFFORDABLE HOUSING, NAPA, CA

Geocon performed a combined geotechnical/Phase II environmental investigation for the redevelopment of the City of Napa Corporation Yard. Our scope of services included a design-level geotechnical investigation and environmental sampling for a new 25,000 square foot Public Safety building and site improvements at the Corporation Yard. Environmental soil sampling we performed was to provide a preliminary characterization of soils anticipated for export from the site and included CAM 17 metals, total petroleum hydrocarbons, chlorinated pesticides, and asbestos. Based on the presence of a former UST onsite and surrounding land use, Geocon also performed soil vapor sampling at the potential locations of the new building and along the northern margin of the site for potential future affordable housing. Mr. Dennig performed vapor extraction sampling.

CITY OF NAPA PARKING GARAGES, NAPA, CA

Geocon was retained by the City's architect to perform asbestos, lead-containing paint (LCP), polychlorinated biphenyl (PCB) compounds, and universal waste surveys of the multiple parking structures in Napa proposed for demolition. Our scope of services included surveying the designated site structures for suspect asbestos containing materials, deteriorated LCP, PCBs, and universal waste and suspect hazardous building materials, collecting bulk samples, and submitting the samples to laboratories for analysis. Mr. Dennig performed the surveys as part of Geocon's hazmat team.

PETALUMA FRENCH CLEANERS, SUB-SLAB VAPOR INVESTIGATION, PETALUMA, CA

Mr. Dennig performed soil vapor sampling in conjunction with a sub-slab vapor investigation that Geocon conducted at a dry-cleaning shop in Petaluma. Preliminary analytical results indicated that tetrachloroethylene and trichloroethylene were detected in the sub-slab vapor samples from beneath the store at concentrations that prompted that prompt prioritization of indoor air sampling. Based on

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results, Geocon advised the client of their options for a subsequent indoor air assessment only, or the option to perform an additional sub-slab vapor and groundwater assessment.

SAN RAMON FIRE PROTECTION DISTRICT HEADQUARTERS, SAN RAMON, CA

Prior to demolition of the San Ramon Fire Protection District Headquarters building Geocon performed an asbestos, LCP, PCB compounds, and universal waste survey. We surveyed the approximate 20,000-square-foot, single-story office building and associated asphalt paved parking lot at the site to assess the potential presence and quantity of asbestos, deteriorated LCP, and universal waste and suspect hazardous building materials. We also performed destructive sampling to identify and quantify asbestos, deteriorated LCP, PCB-containing materials, and universal waste and suspect-hazardous building materials.

NORTHWEST LAND PARK BIKE AND PEDESTRIAN TRAIL, SACRAMENTO COUNTY, CA

This rail to trail project involved the proposed development of a new bike and pedestrian trail on a site located along inactive railroad tracks. Geocon conducted a limited assessment of soil, railroad ballast, and soil vapor along the railroad tracks at the proposed site. The purpose of the sample collection and analysis conducted by Geocon was to assess the potential presence of contaminants of concern (COCs) in soil, ballast material, and soil vapor at the Site and if their concentrations pose a threat to human health or the environment. A written summary of our sampling and analysis was provided to the client, along with recommendations for addressing lead and diesel- and oil-range organics (DRO) detected in samples. Mr. Dennig conducted environmental soil sampling.

CITY OF VISALIA, SANTA FE TRAIL, VISALIA, CA

Geocon conducted Phase I and II ESAs for the Santa Fe Trail Project - an approximate 100-foot-wide by 5,300-foot-long abandoned railroad right of way (ROW) extending north-south between Houston and Riggin Avenues, in Visalia, California. The Phase I ESA determined the presence of environmental site impacts to the soil and soil stockpiles resulting from historical railroad operations. After a limited Phase II ESA was performed, the presence of elevated arsenic was found in several of the soil samples (none of the other COCs were detected at concentrations exceeding regulatory screening levels or at levels requiring further investigation). A supplemental Phase II ESA was performed to further evaluate onsite soil with respect to elevated arsenic, where we determined that the elevated arsenic impacts were generally limited to the elevated rail embankment. We provided recommendations with respect to managing and capping impacted soil during construction of the planned trail and future City street. Recommendations included development of a soil management plan prior to construction of planned improvements. Mr. Dennig conducted environmental sampling.

MACDOEL PROPERTY, SISKIYOU COUNTY, CA

Geocon performed a Phase I and II ESA of the Macdoel property (the Site) located approximately 1.75 miles north of Macdoel, Siskiyou County. We performed the Phase I and II ESA for the Department of General Services (DGS) on behalf of CalFire to assess the potential for existing hazardous substances and/or petroleum product impacts at the Site prior to the DGS purchasing the Site. The approximate 36.7-acre Site is undeveloped inactive agricultural land in Siskiyou County in an area known as Butte Valley, approximately 1.75 miles north of the unincorporated town of Macdoel. The Site is bounded on the north, south, and west by undeveloped sagebrush/grassland, and to the east by US Route 97 and the Union Pacific Railroad Company's mainline. Mr. Dennig conducted the soil sampling for this project.

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GEOCON

NICK RICE, CAC

PROJECT SCIENTIST

Education

- BA, Geology, California State University, Sacramento

Certifications

- CA: Certified Asbestos Consultant, No. 24-7578
- CDPH: Lead-based Paint Inspector/ Assessor, No. LRC-13870; Sampling Technician, No. LRC-10048
- Micro Certified Mold Inspector, No. 86010
- OSHA: 40 HAZWOPER

Mr. Rice is a Cal/OSHA Certified Asbestos Consultant (CAC) and CDPH Certified Lead-Based Paint Sampling Technician with over six years of experience managing environmental projects. He has conducted pre renovation/demolition asbestos and LCP surveys for wide variety of projects in Northern California. He provides field services for transportation infrastructure, commercial developments, redevelopment, educational and institutional facilities, and water/wastewater infrastructure projects. His experience also includes conducting site reconnaissance, soil and groundwater sampling, and Phase I ESAs.

CITY OF FOLSOM, COMMUNITY DEVELOPMENT DEPARTMENT PERMIT CENTER, FOLSOM, CA

Geocon conducted an asbestos and lead-containing paint (LCP) survey for the Community Development Department (CDD) permit center of the Folsom City Hall. The purpose of our services was to assess the presence and quantity of asbestos and LCP at the site prior to interior renovation activities. No asbestos was detected in the samples collected. Mr. Rice performed the limited asbestos and LCP survey and co-authored the limited asbestos survey report for this project.

CENTRAL CONTRA COSTA COUNTY SANITARY DISTRICT, SOLIDS HANDLING FACILITY, MARTINEZ, CA

Under an on-call blanket agreement, Geocon has provided the Central Contra Costa County Sanitary District with hazardous materials testing services for the District's treatment plant, pump stations, and pipeline projects. Services include hazardous soil sampling and analysis, hazardous materials surveys, hazardous materials testing, and reporting. Geocon has conducted asbestos surveys and provided environmental consultation for a number of projects. Mr. Rice conducted hazardous asbestos sampling for improvements at the Solids Handling Facility.

GRASS VALLEY 2022 BROWNFIELDS REDEVELOPMENTS - CONDON PARK CARETAKER'S HOME, GRASS VALLEY, CA

Geocon conducted an asbestos, lead-containing paint (LCP), polychlorinated biphenyl (PCB) compounds, and universal waste survey at the Condon Park Caretaker's Home, located at 660 Minnie Street in Grass Valley, Nevada County, California, prior to the planned demolition of the structure. The project was funded by the USEPA Brownfields Assessment Grant #98T42301, part of the City of Grass Valley's 2022 Community-Wide Assessment. The survey involved inspection of the site to identify potential asbestos-containing materials, deteriorated LCP, PCBs, and universal waste. Mr. Rice assisted with project reporting.

FORMER MOTEL 6 AND DETACHED RESTAURANT, SOUTH LAKE TAHOE, CA

Geocon performed an asbestos-containing material, lead-containing paint (LCP), and Universal Waste (UW) survey at a former Motel 6 and detached restaurant located at 2375 and 2397 Lake Tahoe Boulevard, South Lake Tahoe, California, prior to planned demolition activities. Nick Rice, CAC, along with a California-Certified Site Surveillance Technician (CSST), performed the demolition survey, which involved identifying suspect asbestos-containing materials, potential LCP, and UW. Bulk samples of suspect materials were collected and submitted to accredited laboratories for analysis. The survey covered areas expected to be impacted by the demolition, as outlined in the site drawings provided by the Department of General Services (DGS). Mr. Rice also co-authored the Hazardous Materials Survey Report.

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GEOCON

NICK RICE, CAC

PROJECT SCIENTIST

GERBER VINEYARDS REDEVELOPMENT SITE, SACRAMENTO, CA

Geocon was retained to conduct a Phase I Environmental Site Assessment (ESA) for the Gerber Vineyards Project in Sacramento County, California. We conducted the ESA on behalf of the client to assess the site for the potential presence of recognized environmental conditions (REC). Our client requested the Phase I ESA as part of their environmental due diligence prior to developing the site into a single-family residential subdivision. Mr. Rice assisted in evaluating the site and contributed to the final ESA report that summarized the findings of our assessment.

PETALUMA POLICE DEPARTMENT, HAZARDOUS WASTE SURVEY, PETALUMA, CA

Retained by the project civil design engineer for this project, Geocon performed an asbestos, lead-containing paint (LCP), and universal waste survey of the Petaluma Police Department proposed for renovations. Geocon performed the survey to provide information regarding the potential for suspect hazardous materials at the site prior to renovations. Our scope of services included surveying the site structure for suspect asbestos containing materials, deteriorated LCP, and universal waste and suspect hazardous building materials, collecting bulk samples, and submitting the samples to laboratories for analysis. Mr. Rice performed asbestos sampling.

CAL FIRE CALIFORNIA NORTHERN REGION HEADQUARTERS, HYDRAULIC LIFT STATION, SANTA ROSA, CA

Geocon performed a soil and groundwater assessment of California Department of Forestry and Fire Protection's (CAL FIRE) California Northern Region (CNR) Headquarters building (the site) at 135 Ridgway Avenue in Santa Rosa, California. CAL FIRE requested a soil and groundwater assessment in the area around a former in-ground vehicle hydraulic lift and aboveground hydraulic reservoir as part of their environmental due diligence prior to backfilling the former lift pit. Mr. Rice performed reporting.

CDFA MEADOWVIEW WAREHOUSE ROOF REPLACEMENT, SACRAMENTO, CA

Geocon conducted a limited asbestos and LCP survey of the California Department of Food and Agriculture (CDFA) building at 3292 Meadowview Road in Sacramento. We performed our services to provide information regarding the potential for asbestos and lead at the site prior to planned roof replacement activities. Our scope of services included a limited survey of the site building roofs for suspect asbestos containing materials and potential LCP, and collecting bulk samples, and submitting the samples to laboratories for analyses. A written limited asbestos and LCP survey report was provided to DGS, summarizing the services performed by Geocon, and the results of laboratory analyses. Mr. Rice performed asbestos sampling and reporting. Mr. Rice conducted asbestos sampling.

CALIFORNIA CONSERVATION CORPS TAHOE CENTER, CMU WALL SPALLING, SOUTH LAKE TAHOE, CA

Geocon performed a limited asbestos and LCP survey of renovation areas in the residence building at the California Conservation Corps Tahoe Center. The survey included interior areas adjacent to the concrete masonry unit wall and fire rated doors on the first floor. Our scope included a limited survey of designated portions of the building for suspect ACM materials and potential LCP, collecting bulk samples, and submitting the samples to laboratories for analyses. Mr. Rice collected asbestos and lead samples for the survey and co-authored the Limited Asbestos and Lead-Containing Paint Survey Report.

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WEST YOST RESUMES

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Elizabeth Drayer, PE

Staff Title: Vice President

Office Location: Pleasanton, CA

Years of Experience: 36

Years with West Yost: 24

Professional Registrations

- Professional Civil Engineer, California No. 46872

Education

- MS, Structural Engineering, University of California, Berkeley
- BS, Civil Engineering, University of California, Berkeley

Certifications

- Underground Storage Tank Installation
- UC Davis Extension, 32-hour Course, Groundwater Hydrology
- UC Davis Extension, 32-hour Course, Principles of Toxicology

Professional Affiliations

- American Society of Civil Engineers
- American Water Works Association
- Association of California Water Agencies
- WateReuse Association

Elizabeth's expertise is in water resources engineering and multi-disciplinary project teams. She has experience leading water resources planning studies and design projects and specializes in water supply and infrastructure master planning. She has prepared more than 24 water and utility master plans, more than 20 water supply assessments, and more than 30 urban water management plans. She has also prepared many other studies and plans for clients including groundwater studies, drought response and water shortage contingency plans, facility operations plans, and emergency operations plans involving the evaluation of existing facilities, evaluation of existing and future water demands, identification of system deficiencies and needs, evaluation of water supply alternatives, and development of recommendations for capital improvements. She has prepared preliminary and detailed designs for water supply facilities such as pipelines, pump stations, reservoirs, and canals. Elizabeth is a West Yost Vice President and currently serves as West Yost's Chief Engineer-Scientist, overseeing the firm's Technical Resources Program.

EXPERIENCE

2015 and 2020 Urban Water Management Plans, Various Clients: Served as the leader and coordinator of West Yost's 2015 and 2020 Urban Water Management Plan (UWMP) development team, responsible for review and interpretation of Department of Water Resources (DWR) UWMP requirements and tools (including UWMP standard tables, population tool and AWWA water audit software), development of practical approaches for UWMP preparation, understanding of information and data requirements, development of standardized document outlines and templates, liaison with DWR's UWMP staff, team coordination and communications, and quality assurance/quality control. Under Elizabeth's leadership, the West Yost team prepared sixteen 2015 UWMPs, all of which were determined by DWR to address the requirements of the California Water Code. As summarized below, 2015 UWMPs were prepared for the cities of Antioch, Modesto, Pleasanton, Roseville, Sacramento, San Bruno, Santa Rosa, Turlock, Ukiah, and Woodland, as well as the Coastside County Water District, Dublin San Ramon Services District, Fontana Water Company, Mountain House Community Services District, Olivehurst Public Utility District, and Woodland-Davis Clean Water Agency. 2020 UWMPs were prepared for the cities of Lincoln, Modesto, Napa, Petaluma, Pleasanton, Sacramento, San Bruno, Santa Rosa, Stockton, Turlock, and Woodland, as well as the Coastside County Water District, Dublin San Ramon Services District, Fontana Water Company, Mountain House Community Services District, Rincon Del Diablo Municipal Water District, Woodland-Davis Clean Water Agency, and Zone 7 Water Agency.

Water Supply Assessment for Pleasanton Downtown Specific Plan, Pleasanton, CA: Project Manager for the preparation of a Water Supply Assessment for the City of Pleasanton Downtown Specific Plan Update. Tasks included projection of water demands for the project, evaluation of water supply availability and reliability, and preparation of a Water Supply Assessment report in compliance with the requirements of SB 610.

Water Supply Assessments for Transit District and Downtown Precise Plan Projects, City of Redwood City, CA: Project Manager for the preparation of Water Supply Assessments in accordance with the requirements of California Senate Bill 610 for the City of Redwood

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City's proposed Transit District and Downtown Precise Plan projects in the City's downtown area. The projects, if approved, will served from the City's potable water and recycled water systems.

Local Water Supply Enhancement Study, North Marin Water District, Novato, CA.: Principal-in-Charge for the preparation of a study to identify feasible water supply sources that the District may implement to supplement supply it receives from its wholesaler, Sonoma Water. The study will review potential alternatives including recycled water system expansion, water treatment plant efficiency improvements, stormwater capture, reservoir capacity increase, and desalination. Potential alternatives will be evaluated based on the following considerations: cost, water quality, hazards and risks, political and institutional, and operational. Working with the District, feasible alternatives will be selected based on evaluation results. West Yost will include recommended next steps towards project implementation.

Water Supply Evaluation for San Jose City College Facility Management Plan, San Jose, CA: Project Manager for the preparation of a Water Supply Evaluation to support the preparation of an Environmental Impact Report for an update to the San Jose City College (SJCC) Facility Management Plan (FMP). The purpose of the Water Supply Evaluation was to provide an evaluation of the availability and reliability of water supplies to serve existing facilities and future planned development that is proposed under the SJCC FMP. This evaluation was based on existing SJCC water demands, recent water use trends, projected water demands for the future planned development under the SJCC FMP, and the availability and reliability of water supplies from the San Jose Water, the water supplier to the SJCC campus.

Water Supply Evaluation for UC Santa Cruz Long- Range Development Plan, Santa Cruz, CA: Project Manager for the preparation of a Water Supply Evaluation for the update of the UC Santa Cruz Long Range Development Plan. Work included review of existing water supply agreements between the campus and the City of Santa Cruz and an evaluation of the availability and reliability of water supplies from the City to meet future campus needs.

2040 General Plan Update, City of Sacramento, CA: Principal-in-Charge and QC Reviewer for the preparation of water, sewer and storm drain components for the update of the City's General Plan. Work included the development of background reports for each system, development of future demand and flow conditions based on the City's future development plans, and evaluation of future infrastructure needs.

Mare Island Infrastructure Assessment Project, City of Vallejo and Vallejo Flood & Wastewater District, CA: QC Reviewer for the Mare Island Infrastructure Assessment (MIIA) Project which is assessing all infrastructure systems on Mare Island so the City and VFWD have a complete understanding of improvements needed to successfully serve the island, to ensure the Island's future is not constrained by infrastructure limitations, and to allow the full potential of Mare Island to be achieved.

Storm Water Resource Plan, Russian River Watershed Association, Santa Rosa, CA: QC Reviewer for the development of a Storm Water Resource Plan (SWRP) for the Russian River Watershed Association (RRWA). RRWA is a coalition of eleven cities, counties, and special districts in the Russian River Watershed that are jointly coordinating regional programs for clean water, habitat restoration, and watershed enhancement. Tasks included review of draft work products to ensure content and format of all work products was clear, concise, and addresses applicable requirements and needs.

2050 Napa Valley Water Resources Study, Napa County Public Works, CA: Project Engineer for the preparation of the 2050 Napa Valley Water Resources Study for the Napa County Flood Control and Water Conservation District. The Project was developed to assist in the development of an integrated water resources plan to serve water demands projected through 2050. The effort included refinement of the estimates of the County's total existing untreated and treated water demands, and projections of untreated and treated water demands for future demand areas. The primary focus was on agricultural areas, rural residential, and M&I growth consistent with approved General Plans. West Yost quantified the yield available from local surface water (existing reservoirs, direct diversion and use, and direct diversion and storage in a new or expanded reservoir), imported surface water, recycled water, and groundwater. Alternatives were developed and analyzed to base decisions for future expenditures on infrastructure, including improvements to the imported water system, recycled water and treated water storage and distribution facilities throughout the valley, and groundwater banking and production facilities.

Sacramento River Water Reliability Study, Phase I, Placer County Water Agency, Auburn, CA: Project Engineer for a multi-agency study involving stakeholders throughout the Sacramento area. The goal of the project is to regionally enhance water supply diversity and reliability, increase sustainability of regional groundwater supplies, and increase environmental protection in the American River watershed. The Phase I Study is a conceptual plan for the implementation and funding of the project and includes project phasing, project alternatives, and estimated planning-level costs. Tasks included evaluation of required pipeline diameters, alternative alignments and potential phasing and conceptual costs for transmission mains from the proposed river diversion to two alternative water treatment plant locations (raw water pipelines) and from the water treatment plant locations to proposed project participants (treated water pipelines).

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Doug Moore, PE

Staff Title: Engineering Manager II

Office Location: Davis, CA

Years of Experience: 31

Years with West Yost: 30

Professional Registrations

- Professional Civil Engineer, California No. 58122, Nevada No. 19924

Education

- MS, Civil Engineering, University of California, Davis
- BS, Geology, University of Oregon
- BS, Mathematics, University of Oregon

Professional Affiliations

- North Bay Engineers Club
- California Stormwater Quality Association
- Floodplain Management Association

Awards

- California Water Environment Association, Sacramento Area Section 2011 Engineering Achievement Award – Dry Creek Levee Relocation at the Wastewater Treatment Plant, City of Roseville
- American Society of Civil Engineers, Sacramento Section 2011 Small Flood Control Project of the Year – Dry Creek Levee Relocation at the Wastewater Treatment Plant, City of Roseville

Doug Moore is an engineer with experience in storm drainage facility master planning, stormwater computer modeling, facilities planning, preliminary design, design and specifications, construction and capital cost estimating, project permitting, and project management. He has hydrologic and hydraulic modeling expertise with XPSWMM (1- and 2-dimensional modeling), Sacramento SWMM, HEC-1, HEC-2, HEC-HMS, HEC-RAS, MOUSE, MIKE URBAN, and RiverFLO-2D. He has provided initial planning, detailed design, and construction period engineering services for four large detention basin projects, each of which created significant wildlife habitat areas. Doug has performed wastewater treatment plant planning and facility evaluations. He has prepared potable water demand estimates and facility evaluations. He is skilled at preparing potable water, wastewater, and stormwater evaluations for development specific plans, city and county wide general plans, and environmental impact reports. Doug is particularly skilled at quickly developing infrastructure concepts and plans that minimize construction costs without compromising system performance.

EXPERIENCE

Stormwater Management Flood Mitigation Plan, City of Benicia, CA: Project Manager for developing the city-wide Stormwater Management Flood Mitigation Plan (SWMFMP). The SWMFMP included conducting site investigations, updating the City's GIS database, developing land use planning information, developing engineering design criteria and performance criteria to use in evaluating system compliance, evaluating and recommending hydraulic modeling software to use, and developing hydrologic and hydraulic models in the selected XPSWMM software.

Clover Valley Environmental Impact Report (EIR) - Raney Planning and Management, City of Rocklin, CA: Doug prepared the hydrology/flood control, stormwater quality, and groundwater segments of an EIR for the Clover Valley development in the City of Rocklin. The development project originally included two on-line detention basins along Clover Valley Creek by constructing restrictive culverts under proposed roadways. The EIR analysis determined that these on-line basins would cause deposition of sediment within the creek channel upstream of the restrictive culverts and scouring of the channel just downstream of the restrictive culverts. Doug recommended use of off-creek basins and identified potential sites for off-creek basins. These off-creek basins resolved many of the concerns expressed by the Regional Water Quality Control Board and local environmental organizations. Ultimately, the online basins were selected, but they were modified to eliminate the impacts identified in the EIR analysis. The EIR analysis also included evaluation of the effectiveness of the proposed water quality treatment vaults, and several additional water quality best management practices were required as mitigation measures. Minimal groundwater impacts were identified, and mitigation measures were developed to reduce the impacts to less than significant levels.

CEQA Peer Review of City of Davis, Cannery Park Water, Wastewater, and Stormwater Master Plans, De Novo Planning Group/City of Davis, CA: The Cannery Park Development in Davis included 100-acres of residential and commercial development. The project developer had prepared water, wastewater, and stormwater master plans. West Yost provided peer reviews of each master plan. Through the peer review of the

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water master plan, we concluded the City has adequate water supplies for the development project. The wastewater master plan included several infeasible sewer options, and through the peer review these infeasible options were identified and eliminated from further evaluation. We also identified several modeling errors that were artificially resulting in stormwater impacts that wouldn't actually occur. We prepared peer review comment letters and conducted in-person and telephone meetings with City staff and the project developer. The master plans were revised to address the peer review comments.

Wastewater, and Stormwater CEQA Support for Innovation Centers, City of Davis, CA: Project Manager for CEQA support for three innovation centers considered for development in the City of Davis, including the Davis Innovation Center (DIC), the Mace Ranch Innovation Center (MRIC), and the Nishi Project (NP) (collectively: the ICs). The City's sewer system capacity was evaluated to determine if there was adequate conveyance capacity for the ICs. A mitigation measure was prepared that required payment of standard impact fees and a future contribution for expansion of the WWTP if needed. Compliance with FEMA floodplain requirements was also evaluated for each site. Each site was evaluated for compliance with the California Urban Level of Flood Protection (ULOP) requirements (200-year level of flood protection). It was found that the ULOP applied for the DIC but not for the MRIC or the NP.

General Plan Update, De Novo Planning Group/City of Atwater, CA: Quality Assurance/Quality Control reviewer for the Infrastructure Analysis for the City of Atwater General Plan Update. West Yost is a subconsultant to De Novo, providing a planning-level analysis of the potable water and wastewater collection systems. The analysis includes an evaluation of the City's potable water and wastewater infrastructure under existing conditions, three General Plan Land Use alternatives, and a Preferred Land Use Plan selected by the City. The evaluations are used in preparation of the Environmental Impact Report (EIR).

Alamo Place Environmental Impact Report, City of Vacaville, CA: Evaluated impacts of a new 500-home development on existing sewer and storm drain facilities using existing master plans and the HEC-1 computer model. Wrote the sewer and storm drainage sections of the EIR/EIS.

2040 General Plan Update, Dyett and Bhatia/City of Sacramento, CA: Project Manager for potable water, sewer, storm drainage, and flood control infrastructure support for the City of Sacramento General Plan Update. Our team participated in the City's kickoff workshops, prepared infrastructure background reports to evaluate infrastructure needs for three land use alternatives and a preferred land use plan, prepared the utilities sections of the Environmental Impact Report for the General Plan Update.

Storm Drainage Master Plan, Vallejo Sanitation & Flood Control District (VFWD), Vallejo, CA: Project Manager for the Storm Drainage Master Plan (SDMP) and personally performed about 20 percent of the modeling and technical work. The project included field surveys of over 5,000 storm drain facilities using a GPS system; developed computer models of four watersheds using the MOUSE hydrologic/hydraulic model package; developed comparison level alternatives evaluation and selected a preferred project for 32 flooding problems (including cost estimates); developed a capital improvement plan, provided PowerPoint presentation of the SDMP to the VFWD Citizens Advisory Committee, and prepared a four volume SDMP.

H Street Pump Station Watershed Drainage Study, City of Davis, CA: Project Manager for a study to determine if the FEMA floodplain south of Covell Boulevard could be removed through a Letter of Map Revision (LOMR) or Conditional Letter of Map Revision (CLOMR). West Yost developed an XP-SWMM two-dimensional surface flow model linked to a one-dimensional model of the trunk storm drain system to quickly evaluate the adequacy of the existing pump station to pump the peak flows that reach the pump station. The H Street PS Watershed was subdivided into about 119 subwatersheds for the hydrologic analysis. For the hydraulic analysis, about 140 segments of trunk storm drain were included in the model. The model also included the H Street Pump Station and the downstream channel along the railroad to the Covell Drain. The LiDAR topographic mapping was used to define the two-dimensional ground surface in XP-SWMM model. The storm drain system was defined with record drawings and through field measurements taken by City and West Yost staff. The model was calibrated with the February 4, 2017, storm event using the flood photographs and the recorded wet well water level and pump operation data at the H Street Pump Station. The 100-year floodplain was delineated. Five alternatives were developed and evaluated to further reduce the existing flooding and prevent flooding of houses during the 100-year event. Based on the calibrated model results, a LOMR application was submitted and approved by FEMA.

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Rhodora N. Biagtan, PE

Staff Title: Principal Engineer II

Office Location: Sacramento, CA

Years of Experience: 29

Years with West Yost: 5

Professional Registrations

- Professional Civil Engineer, California No. 59371

Education

- MS, Civil & Environmental Engineering, University of California, Davis
- MBA, Natural Resource Management, Graduate School of Management, University of California, Davis
- BS, Civil Engineering and Materials Science & Engineering, University of California, Davis

Professional Affiliations

- WateReuse California – Northern California Chapter
  - California Conference Technical Committee Co-chair (2022)
  - Board of Trustee Representative (2019 and 2020)
  - President (2017 and 2018)
- WateReuse California – Central Valley/Sierra Foothills Chapter
- California Water Environment Association
- Bay Area Water Works Association

Rhodora N. Biagtan specializes in master planning, recycled water program planning and implementation, water conservation, development permitting, and project management. She has 29 years of experience in the water and wastewater industry, including almost 24 years working in a public utilities district that provided potable water, recycled water, and wastewater services. Almost three of those years were as the interim engineering services manager and district engineer, where she managed the agency's capital improvement program, utility planning, development services, permitting, asset management, GIS/mapping, environmental compliance, and water conservation. She has experience working in collaborative relationships with other agencies and organizations and has served in leadership roles in water-focused organizations.

EXPERIENCE

Fairfield Potable Water Utility Master Plan, City of Fairfield, Fairfield, CA: As task lead over policy review, Rhodora is working collaboratively with City water utility manager and staff to update the Water Code section of the Fairfield Municipal Code. The revisions will incorporate the City's adopted water shortage contingency plan and demand management, State-adopted water conservation legislation, and State regulations associated with water service to accessory dwelling units. The City's current policies and practices are also being considered during revisions of the City's municipal code.

2020 Urban Water Management Plan, Various Clients: The Urban Water Management Planning Act was updated in 2018 to include significant legislative requirements associated with drought planning in response to the 2012 to 2016 statewide drought. Rhodora served as a technical resource for West Yost's 2020 Urban Water Management Plan (UWMP) development team, responsible for interpreting and addressing updated legislative requirements associated with Water Shortage Contingency Plan, compliance with Delta Plan Policy WR P1 on demonstration of reduced Delta Reliance, and drought resiliency planning. Rhodora developed a framework to address new requirements associated with Water Shortage Contingency Planning and drought risk assessment. She also provided guidance on demand management measures. As requested by agencies, Rhodora reviewed municipal and district codes associated with water conservation and water shortage emergency and suggested revisions so that they are consistent with new legislative requirements and their updated Water Shortage Contingency Plans. Rhodora provided Quality Assurance/Quality Control (QA/QC) review of several UWMPs for conformance with the Department of

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Water Resources' UWMP Guidebook 2020. Rhodora supported the preparation of thirteen of the nineteen 2020 UWMPs prepared by the team for the Cities of Lincoln, Modesto, Napa, Pleasanton, Sacramento, San Bruno, Stockton, and Turlock; Dublin San Ramon Services District; Fontana Water Company; Rincon Del Diablo Municipal Water District; Woodland-Davis Clean Water Agency; and Zone 7 Water Agency.

Grandpark Potable Water Master Plan, MacKay and Somps, Unincorporated Sacramento County, CA: As project lead, Rhodora prepared a potable water master plan for a proposed 21,000-home master planned community in West Sacramento. She worked with staff hydraulic modelers to develop and size a potable water distribution system, including tanks, pump stations, and pipelines, that would provide adequate fire flow and service demand. She reviewed potential surface water and groundwater sources and sited a centralized surface water treatment plant and groundwater wells. The report was finalized to the satisfaction of the property owner and is ready for submittal to the County of Sacramento as part of the project's specific plan submission.

2016 Water Master Plan Update, Dublin San Ramon Services District, Dublin, CA: Rhodora was the District's project manager for the preparation of this update. This project was prepared to align with the District's two-year Capital Improvement Program Budget and Operating Budget, Rate Study and Capacity Reserve Fee (aka Connection Fee) Study. The Rate Study and Capacity Reserve Fee studies were incorporated into the Water Master Plan Update effort for consistency with existing and planned services. Rhodora coordinated with internal staff to provide GIS, asset management data, SCADA data, and other field operational information to the selected consultant. Rhodora reviewed the hydraulic modeling results and the master plan report, provided input on service delivery criteria, and provided comments for inclusion in the final document. She also coordinated training of hydraulic modeling for key District staff. Rhodora collaborated with the District Finance Officer to prepare the rate study and fee study, providing service projections and recommending projects to be included for consideration in funding and implementation. As the District's project manager, Rhodora prepared the capital improvement project budget, monitored and updated the project budget and schedule, procured a consultant through a Request for Proposal Process, and negotiated and administered consultant contracts.

Water Supply Assessment for AT Dublin Development Project, Dublin San Ramon Services District, Dublin, CA: Rhodora was the project lead for the preparation of a Water Supply Assessment (WSA) for the proposed AT Dublin Development conforming to the requirements of SB 610. The WSA evaluated the projected water demands for the AT Dublin development and assessed whether adequate water supplies were available to serve the project under normal, single dry and multiple dry year conditions, using the District's Urban Water Management Plan. The WSA was adopted by the District Board of Directors and is planned for inclusion in the Draft EIR for the AT Dublin Project.

2019 Wastewater Collection System Master Plan Update, Dublin San Ramon Services District, Dublin, CA: As a principal engineer and division manager, Rhodora managed the preparation the wastewater collection system master plan, which has not been updated since 2005. In anticipation of a record wet year, Rhodora obtained a separate contract to conduct flow monitoring to capture infiltration/inflow of storm water into the wastewater collection system. The data was used as part of the study and incorporated in the resulting hydraulic model. Rhodora coordinated with internal staff to provide GIS, asset management data, and operational information to the selected consultant. Rhodora provided planned landuse development projections, provided input on service criteria, reviewed the hydraulic modeling results, and provided review comments to the substantially complete the master plan report. As the District's project manager, Rhodora prepared the capital improvement project budget, monitored and updated the project budget and schedule, procured a consultant through a Request for Proposal Process, and negotiated and administered consultant contracts.

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Bonnie Robison, PE

Staff Title: Senior Engineer II

Office Location: Davis, CA

Years of Experience: 11

Years with West Yost: 2

Professional Registrations

- Professional Civil Engineer, California No. 85779

Education

- MS, Civil & Environmental Engineering, University of California, Davis
- BS, Engineering, Calvin College, Grand Rapids, MI

Professional Affiliations

- American Society of Civil Engineers

Bonnie Robison is a civil engineer with a focus in water resource and water supply planning. Her project experience includes preparation of water system master plans, water supply assessments, urban water management plans, and hydraulic studies for new developments. She has previously worked in a municipal utilities department that provided potable water and wastewater services. While there, her project experience included preparation of water planning documents; project management for master planning, design, and construction projects; and review of land development projects. She has experience using ArcGIS and InfoWater.

EXPERIENCE

Marin County Drought Resilience Plan, County of Marin, CA: Project engineer for the preparation of Marin County's Drought Resiliency Plan in conformance with the requirements of State Senate Bill 552 (Drought Planning for Small Water Suppliers and Rural Communities). The Plan will assess the varied impacts of recent droughts, primarily in areas served solely by domestic wells and state small water systems. Bonnie provided guidance and worked with staff engineers to evaluate the area's drought vulnerability and assess drought risk. The Plan will also develop short-term and long-term strategies to mitigate drought impacts. Preparation of the plan involves public and stakeholder outreach. As the County's initial Drought Resilience Plan, it will be prepared as a stand-along plan and policy document to identify information gaps and outline future actions.

Sonoma County Drought Resilience Plan, Sonoma Water, Santa Rosa, CA: Project engineer for the preparation of Sonoma County's Drought Resiliency Plan in conformance with the requirements of State Senate Bill 552 (Drought Planning for Small Water Suppliers and Rural Communities). The Plan assesses the varied impacts of the 2013-2015 drought and the 2020-2022 drought primarily in areas that are not served by Sonoma County Water Agency and its contractors, focused on those areas served by state small water systems and domestic wells. Bonnie evaluated the Study Area's drought vulnerability and assessed drought risk based on information gathered from existing County documents and stakeholder outreach with the County's five Supervisorial Districts. As the County's initial Drought Resilience Plan, it will be prepared as a stand-along plan and policy document to identify information gaps and outline future actions.

Water Supply Assessment for The Campus Project, Dixon, CA: Project engineer for the preparation of a Water Supply Assessment for the proposed Campus Project within the City of Dixon in accordance with the requirements of California Senate Bill 610. The proposed project includes approximately 1,041 new residential dwelling units and 2.5 acres of commercial development in northeast Dixon. If approved, the proposed project will be served from the City's existing groundwater supplies.

Water Supply Assessment for Fresno South Central Specific Plan, City of Fresno, CA: Project engineer for the preparation of a Water Supply Assessment for the City of Fresno's proposed South Central Specific Plan in accordance with the requirements of California Senate Bill 610. The proposed project includes approximately 3,365 acres of industrial development, 1,034 acres of commercial development, and 270 acres of residential development in south Fresno. If approved, the proposed project will be served from the City's existing surface water and groundwater supplies.

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Water Supply Assessment, County of Santa Clara, CA: Project engineer for the preparation of a Water Supply Assessment for the County of Santa Clara's Housing Element Update 2023-2031. The proposed project included up to 8,440 potential units of new, multi-family residential development. Tasks included development of water demand projections, evaluation of available water supplies from available SFPUC, groundwater, and surface water supplies, and preparation of the Water Supply Assessment.

2020 Urban Water Management Plan, City of Vacaville, CA: Project manager for the preparation of the City's 2020 UWMP Update. Bonnie reviewed legislative updates to the Urban Water Management Planning Act to identify new requirements for the UWMP. She was responsible for documenting the City's current and project population, calculating and projecting water supply and water demand, reporting on the City's compliance with its SB X7-7 per capita water use target for 2020, assessing supply reliability, and preparing the City's drought risk assessment in response to the 2012 to 2016 statewide drought. Plan preparation included coordination with various City departments as well as with the City's wholesaler. The UWMP was adopted by the City Council and submitted to DWR on schedule.

Water Supply and Facility Master Plan Update, California Water Service, Chico-Hamilton City District: Deputy project manager for an update to Cal Water's previous Water Supply and Facility Master Plan for the Chico-Hamilton City District. The project was a collaborative effort with Cal Water staff to obtain planning data developed by Cal Water (demand projections, supply plans, asset management plans, hydraulic model, etc.) and then provide a summary and analysis in the updated plans. Provided guidance to staff engineers in assessing the District's water system facilities for condition and capacity, as well as preparing a prioritized capital improvement plan for addressing future demand growth and system improvement requirements. The plan also included a high-level evaluation of centralized treatment for groundwater and an evaluation of existing property available for recommended facilities. The goal of the plan is to provide an updated Capital Improvement Plan to support the next two General Rate Cases.

Water Supply and Facility Master Plan Update, California Water Service, Oroville District: Project engineer providing support for an update to Cal Water's previous Water Supply and Facility Master Plan for the Oroville District. The project was a collaborative effort with Cal Water staff to obtain planning data developed by Cal Water (demand projections, supply plans, asset management plans, etc.) and then provide a summary and analysis in the updated plans. Provided guidance to staff engineers in assessing the District's water system facilities for condition and capacity, as well as preparing a prioritized capital improvement plan for addressing future demand growth and system improvement requirements. The goal of the plan is to provide an updated Capital Improvement Plan to support the next two General Rate Cases.

Water Master Plan, City of Petaluma, CA: Project engineer for the update to the City of Petaluma's Water Master Plan. The City's previous water master plan had been completed several years earlier, and since then the City had refined growth estimates and experienced changes in water use patterns. Bonnie evaluated the City's future water supply plan and existing facilities compared to recommended criteria.

Water Master Plan, Suisun-Solano Water Authority, Solano County, CA: Project engineer for the development of the Suisun-Solano Water Authority's (SSWA) Water Master Plan. Work included analysis of existing system demands, development of future demand projections, demand allocation for use in calibrating SSWA's hydraulic model, and system evaluation against defined performance criteria. Bonnie provided guidance to staff engineers in assessing the capacity of SSWA's water system facilities in both current and future conditions. Bonnie's work also included using the results from capacity analyses and hydraulic evaluations to develop a comprehensive capital improvement program.

Water Master Plan Update, City of Vacaville, CA: Staff engineer for the update to the City of Vacaville's Water Master Plan. The City's previous water master plan had been completed two years prior, and since then the City had refined growth estimates and experienced changes in water use patterns. Bonnie evaluated and summarized the City's future water supply plan and developed a recommended capital improvement program based on the recommended system improvements under existing and future demand projections.

Water and Wastewater Facilities Planning, Berryessa Point Marina, Napa County, CA: Project manager/engineer for the development of a conceptual plan and a basis of design for water and wastewater systems for the redevelopment of a marina at Lake Berryessa. The water facilities included an on-site treatment system designed to treat water from Lake Berryessa at approximately 150,000 gallons per day, as well as associated distribution system pipelines, pump stations, and a storage tank. Wastewater facilities include on-site treatment for approximately 99,000 gallons per day, as well as collection system pipelines, a lift station, and on-site disposal using evaporation and percolation ponds with an underground leach field. A conceptual-level cost estimate was also prepared for the proposed facilities.

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Melissa M. Duffy, PE

Staff Title: Senior Engineer II

Office Location: Sacramento, CA

Years of Experience: 14

Years with West Yost: 7

Professional Registrations

- Professional Civil Engineer, California No. 87217

Education

- BS, Civil Engineering, Loyola Marymount University, Los Angeles, California

Professional Affiliations

- California Stormwater Quality Association
- Floodplain Management Association

Melissa Duffy is a civil engineer with a focus on hydrologic and hydraulic modeling and analysis for storm drainage master plans, drainage analyses, and FEMA Letter of Map Change applications. Melissa provides engineering analysis and design for pipeline, open channel, pump station, detention basin, and levee projects. Melissa's construction management experience includes treatment plants, electrical systems, and health care facilities. Melissa is proficient in AutoCAD, Civil 3D, and ArcGIS. She has developed hydrologic and hydraulic models using HEC-RAS, HEC-HMS, Sacramento County Hydrologic Calculator, XPSWMM, PCSWMM, and MIKE URBAN.

EXPERIENCE

Stormwater Management Flood Mitigation Plan, City of Benicia, CA: Staff Engineer for the city-wide Stormwater Management Flood Mitigation Plan (SWMFMP). The SWMFMP included conducting site investigations, updating the City's GIS database, developing land use planning information, developing engineering design criteria and performance criteria to use in evaluating system compliance, evaluating and recommending hydraulic modeling software to use, and developing hydrologic and hydraulic models in the selected XPSWMM software.

General Plan Update, De Novo Planning Group/City of Atwater, CA: Project Manager for the Infrastructure Analysis for the City of Atwater General Plan Update. West Yost is a subconsultant to De Novo, providing a planning-level analysis of the potable water and wastewater collection systems. The analysis includes an evaluation of the City's potable water and wastewater infrastructure under existing conditions, three General Plan Land Use alternatives, and a Preferred Land Use Plan selected by the City. The evaluations are used in preparation of the Environmental Impact Report (EIR).

General Plan Update, Dyett and Bhatia/City of Fairfield, CA: The City of Fairfield is currently updating their General Plan. Melissa is serving as the Project Manager for potable water, sewer, storm drainage, and flood control infrastructure support for the General Plan Update. This support has included preparing the utilities section of the existing conditions report and evaluating three General Plan Land Use alternatives, including estimated infrastructure costs, to help select a preferred l and use alternative. The alternatives evaluation included projecting the water demands, wastewater flows, and stormwater runoff rates for each alternative. Once the preferred alternative is selected, West Yost will prepare a preliminary utility plan to be used for the EIR that identifies utility impacts resulting from the General Plan growth and if possible, mitigation measures that reduce the impacts to a less-than significant level.

On-Call Drainage Engineering Services, City of Rancho Cordova, CA: Project Manager for peer reviews of drainage studies and drainage infrastructure designs prepared by other consultants for compliance with County and City standards.

Storm Drain Master Plan, City of Pinole, CA: Project Manager responsible for developing a Storm Drain Master Plan for the City of Pinole. The project includes delineating subwatersheds for each outfall to Pinole Creek and the bay, managing the survey subconsultant to obtain data for the City's infrastructure, updating the City's GIS

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database, and developing new hydrologic/hydraulic models in PCSWMM software. The models will be used to identify deficiencies and recommend capital improvement projects.

Basin 67 Hydrologic and Hydraulic Analysis, City of Sacramento, CA: Project Manager for the evaluation of the City's Basin 67 drainage shed. The project included reviewing record drawings and GIS data to develop a hydrologic and hydraulic model in XPSWMM software. The model was used in the evaluation of the existing storm drain system, identification of system deficiencies during the 10- and 100-year design storm events, and an alternatives analysis to evaluate pump station and detention basin alternatives. West Yost provided a technical memorandum to the City with a comparison of the model results for the existing conditions and proposed alternatives and a recommendation for improvements.

Basin 111 Hydrologic and Hydraulic Analysis, City of Sacramento, CA: Project Manager for the evaluation of the City's Basin 111 drainage shed. The project includes reviewing record drawings and GIS data to develop a hydrologic and hydraulic model in Innovyze ICM software. The model has been used to evaluate the existing infrastructure under existing and 2040 General Plan land use types to identify deficiencies in the 10- and 100-year design storm events. The model is also being used to evaluate improvement alternatives including pump station upgrades, pipe upsizing, and detention storage.

Residences East and West, Baker Williams Engineering Group, Rancho Murrieta, CA: Project Manager for the hydrologic and hydraulic analysis of the proposed 145-acre Residences East and West project. The analysis included the evaluation of pre-project, post-project, and interim grading conditions using a hydrologic and hydraulic model developed in XPSWMM software. The analysis and results were summarized in a Level 4 Drainage Study and approved by the County of Sacramento.

Rancho Cordova Storm Drain Master Plan, City of Rancho Cordova, CA: Lead Project Engineer responsible for coordinating field assessments, developing hydrologic and hydraulic models, and identifying recommended improvements. West Yost prepared a stormwater master plan to evaluate the City's trunk storm drain system. Services included data collection and condition assessment field work; preparing hydrologic and hydraulic modeling for the trunk system to identify capacity deficiencies; and evaluating potential low impact development projects that can help reduce runoff and improve water quality.

Drainage Support for the Sunrise Boulevard Widening, City of Rancho Cordova, CA: Project Manager serving as the drainage subconsultant to Dewberry. West Yost is preparing a comprehensive hydrologic and hydraulic analysis for the widening of a section of Sunrise Boulevard from Kiefer Boulevard to Jackson Highway. Widening the existing two-lane Sunrise Boulevard to four-lanes and ultimately six lanes will likely increase stormwater flows discharging to Laguna Creek due to added impervious surfaces. West Yost is completing a drainage evaluation for the proposed drainage facilities, including detention basins, stormwater pipelines, ditches, and culverts.

Rocklin City Tributary Letter of Map Revision (LOMR) Application, City of Rocklin, CA: Project Manager and Lead Project Modeler for the hydrologic and hydraulic analysis and LOMR submittal for the Rocklin City Tributary. Developed a hydrologic model in HEC-HMS software, in accordance with Placer County Standards. The resulting hydrographs were routed through the City's storm drain system using XPSWMM software. Peak flows were used as input to the revised FEMA HEC-RAS model. The hydrologic and hydraulic analysis was used to submit a LOMR application to FEMA, including a certified topographic work map with modified floodplain boundaries. The updated analysis corrected the floodplain boundary to remove multiple houses from FEMA flood hazard zones.

Storm Drain Master Plan Update, City of Dixon, CA: Deputy Project Manager for the City's Storm Drain Master Plan Update. The update includes developing and populating a GIS database of the City's storm drain system, performing a condition assessment of the City's storm drain system, developing a City-wide hydrologic and hydraulic model in XPSWMM software, identifying deficiencies, and developing recommended capital improvement projects.

Storm Drain Master Plan Update, City of Tracy, CA: Project Manager for the Storm Drain Master Plan Update. West Yost is tasked with evaluating detention basin design criteria for the City based on criteria for surrounding agencies, developing a new hydrologic/hydraulic model in PCSWMM software and updating it based on the established basin design criteria, evaluating dual-use detention basins, and providing and updated City-wide Storm Drain Master Plan document.

Conditional Letter of Map Revision Based on Fill (CLOMR-F) Application for the Proposed PEP Housing Property, PEP Housing, Vacaville, CA: Project Manager for the hydraulic analysis and CLOMR-F submittal to remove the proposed development from the FEMA Zone A floodplain. A two-dimensional hydraulic model was developed using HEC-RAS software to evaluate the existing and proposed conditions and determine the mitigation necessary to minimize the impact to the surrounding area. The conditions were compared by exporting and evaluating the results in ArcGIS, and the results were used to submit a CLOMR-F application to FEMA.

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SAXELBY ACOUSTICS RESUMES

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Qualifications and Experience

Key Staff

LUKE SAXELBY, INCE Bd. Cert.

Principal Consultant at Saxelby Acoustics

915 Highland Pointe Drive, Suite 250 | (916) 760-8821 | Luke@SaxNoise.com | SaxNoise.com

Mr. Saxelby has been practicing acoustic and noise control engineering for the past 18 years and is a Board-Certified member of the Institute of Noise Control Engineering (INCE). He is an expert in the requirements of the California Environmental Quality Act (CEQA) relating to noise impacts and has been involved in the preparation of hundreds of noise studies, including CEQA Environmental Impact Reports (EIR) and Mitigated Negative Declarations (MND). He is also a recognized expert witness in issues relating to building acoustics and noise control and has given testimony on various legal projects including construction defect claims and CEQA litigation.

Mr. Saxelby has extensive experience in the use of complex noise modeling programs including the Federal Highway Administration (FHWA) Traffic Noise Model (TNM), the CadnaA (Computer Aided Noise Abatement) sound prediction model, SoundPLAN acoustic model, the Federal Aviation Administration's (FAA) Integrated Noise Model (INM), and the Enhanced Acoustic Simulator for Engineers (EASE) model. He has also developed many custom computer models used in his practice. Special interests and areas of practice include the application of noise control techniques for mechanical systems, building noise control design, low noise HVAC systems, and architectural acoustics.

KEY EXPERIENCE

- Airstrip/Helipad Noise Assessment
- Architectural Acoustics Design and Testing
- Community Noise Ordinance Development
- Compliance Monitoring
- Construction Noise/Vibration Analysis
- EIR / MND / EIS / HUD Noise Assessments
- Expert Witness
- General Plan Noise Element Development
- Green Building Code Analysis
- Industrial Noise Control
- Low Noise HVAC Design
- Master Plan / Community Plan Noise
- Mining Noise Assessment
- Peer Review
- Transportation Noise Studies
- Wind Turbine Noise Analyses

PROFESSIONAL EXPERIENCE

- Vice President & Senior Consultant | j.c. brennan & associates, Inc. | 2006-2017
- Consultant | Bollard Acoustical Consulting | 2005
- Consultant & Technician | Bollard & Brennan, Inc. | 2002-2005

EDUCATION/TRAINING/PROFESSIONAL AFFILIATIONS

- Institute of Noise Control Engineering (INCE) | Board Certified (2011)
- FHWA Traffic Noise Model (TNM) Training Course | Burlington, MA (2005
- B.S. Mechanical Engineering | California State University | Sacramento, California (1999-2004)
- Board for Professional Engineers and Land Surveyors: Engineer-In-Training (EIT) #116045 (2003)

PUBLICATIONS

- *Noise Control for a Metal Shredder and Recycling System* | Sound & Vibration Magazine | August 2012

PROJECT EXPERIENCE – ACOUSTICAL DESIGN AND NOISE CONTROL ENGINEERING

- **4045 Broadway Multi-Family Development. Oakland, California.** Consulted with the project architect during design of the project. Provided review and recommendations for sound isolation at common party walls, floor/ceiling assemblies, stairwells, rooftop patios, garbage chutes, rooftop HVAC equipment, and mechanical shafts. Conducted construction inspections to ensure that acoustic details were being implemented correctly and consistently. Conducted final acoustic testing to verify required performance ratings.

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- **401 29th Street Multi-Family Development. Oakland, California.** Consulted with the project architect during design of the project. Provided review and recommendations for sound isolation at common party walls, floor/ceiling assemblies, stairwells, rooftop patios, garbage chutes, rooftop HVAC equipment, and mechanical shafts. Conducted construction inspections to ensure that acoustic details were being implemented correctly and consistently.

- **Scotia Apartments Multi-Family Development. San Jose, California.** Consulted with the project architect during design of the project. Provided review and recommendations for sound isolation at common party walls, floor/ceiling assemblies, stairwells, rooftop patios, garbage chutes, rooftop HVAC equipment, and mechanical shafts. Conducted construction inspections to ensure that acoustic details were being implemented correctly and consistently.
- **California School for the Deaf Acoustical Design. Riverside, California.** Designed acoustic and noise control measures to limit the potential for noise intrusion in classrooms designed for deaf and hearing impaired students. Gave recommendations for specific acoustical wall treatments and noise control measures for HVAC systems.
- **Jackson Street Multi-Family Housing. Seattle, Washington.** Conducted an analysis of interior noise levels from the adjacent Interstate 5 highway on the proposed high rise residential development. Specific wall and window design recommendations were given to minimize noise infiltration into the proposed residential units.

PROJECT EXPERIENCE – ENVIRONMENTAL NOISE ASSESSMENT

- **Bethel Church Collyer Drive Campus. City of Redding, California.** Responsible for preparing the Noise and Vibration study for the project EIR. Conducted measurement of existing ambient noise levels and analyzed potential noise and vibration impacts at the nearest residential receptors. Analysis included assessment of off-site traffic, parking lot noise, use of amplified sound, HVAC mechanical equipment, and outdoor congregation of people.
- **Isabella Dam Safety Modification EIS. Lake Isabella, California.** Responsible for preparing the Noise and Vibration study for the Army Corps of Engineers proposed modifications and/or replacement of the Lake Isabella Main and Auxiliary dam structures. Prepared a technical noise study report for the project EIS addressing potential noise and vibration impacts associated with the proposed project at sensitive receptors located around the project. Recommended noise control measures where necessary to reduce the potential impacts.
- **Central Trunk Sewer Rehabilitation Construction Project. Sacramento, California**. Responsible for conducting noise and vibration monitoring and development of Noise/Vibration Reduction Plan prior to, and during, construction. Worked with the Sacramento Area Sewer District and the project contractor to develop noise reduction measures for construction equipment during the project stages and to respond to various noise complaints.

PROJECT EXPERIENCE – EXPERT WITNESS

- **Arden Owners Association v. BOSA Development California II, Inc.** San Francisco, California. Retained by Lorber, Greenfield & Polito, LLP. Provided expert witness review of plaintiff's acoustical testing of wall, floor/ceiling, and plumbing sound transmission claims. Case pending.
- **Foo 1996 Trust v. Matarozzi Pelsinger Builders, Inc.** San Francisco, California. Retained by Green & Hall LLP. Provided expert witness review of plaintiff's acoustical testing of wall, floor/ceiling, and plumbing sound transmission claims. Provided expert deposition. Case settled.
- **Davis v. AOAO Ko'olina Kai Golf Estates and Villas.** Ko'olina, Hawaii. Retained by Jenny Davis. Conducted acoustic testing for plaintiff and provided expert witness deposition and testimony at arbitration. Case settled.
- **Blue Lake Rancheria v. Wright Development-California, Inc. et al**. Humboldt County, California. Retained by Green & Hall LLP. Provided expert witness review of plaintiff's acoustical testing of wall and floor/ceiling sound transmission. Settled out of court.

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- **Dani Garrett, et al. v. K. Hovnanian, Inc. et al.** Sacramento, California. Retained by Green & Hall LLP. Provided expert witness review of plaintiff's acoustical testing of wall and floor/ceiling sound transmission. Settled out of court.
- **La Paloma HOA v. IREC/Buffalo, Inc., et al.** Las Vegas, Nevada. Retained by Springel & Fink LLP. Conducted visual inspections, provided expert witness review of plaintiff's acoustical testing of wall and floor/ceiling sound transmission, HVAC noise, and plumbing noise. Gave expert testimony at arbitration hearing. Settled out of court.
- **Tanamera Resort Condominiums v. Fleur De Lis HOA, et al.** Reno, Nevada. Retained by Springel & Fink LLP. Conducted visual inspections, provided expert witness review of plaintiff's acoustical testing of wall and floor/ceiling sound transmission, HVAC noise, and plumbing noise**.** Settled out of court.
- **Mantova Community Association v. LLV-IRC, LLC.** Las Vegas, Nevada. Retained by Springel & Fink LLP. Conducted visual inspections, provided expert witness review of plaintiff's acoustical testing of wall and floor/ceiling sound transmission, HVAC noise, and plumbing noise. Settled out of court.
- **Galt Citizens for Sensible Planning, et al. v. City of Galt, et al.** Galt, California. Retained by Kronick, Moskovitz, Tiedemann, & Girard. Responded to comments on noise studies. Provided expert testimony to City Council. Settled out of court.
- **Riva/Del Rio v. Nevada Pacific West Builders**. Sacramento, California. Retained by Bullivant Houser Bailey PC and Springel & Fink LLP. Conducted visual inspections, provided expert witness review of plaintiff's acoustical testing of wall and floor/ceiling sound transmission, HVAC noise, and plumbing noise. Settled out of court.

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Rex Crayne

Acoustic and Vibration Engineer at Saxelby Acoustics

915 Highland Pointe Drive, Suite 250 | (916) 760-8821 | Rex@SaxNoise.com | SaxNoise.com

Mr. Crayne has been practicing acoustic and noise control engineering since graduating with his BS in Mechanical Engineering in 2019. He is an associate member of the Institute of Noise Control Engineering (INCE). He has extensive experience in the use of complex noise modeling programs including the Federal Highway Administration (FHWA) Traffic Noise Model, the SoundPLAN sound prediction model, and VBA script writing for complex data processing techniques.

KEY EXPERIENCE

- Architectural Acoustics Testing
- Compliance Monitoring
- Construction Noise/Vibration Analysis
- EIR / MND / EIS / HUD Noise Assessments
- General Plan Noise Element Development
- Green Building Code Analysis
- Industrial Noise Control
- Low Noise HVAC Design
- Mining Noise Assessment
- Transportation Noise Studies

PROFESSIONAL EXPERIENCE

- Student Research Assistant | CSUS Mechanical Engineering Department | 2019
- Materials Laboratory Assistant | CSUS Mechanical Engineering Department | 2018-2019

EDUCATION/TRAINING/PROFESSIONAL AFFILIATIONS

- Environmental Noise Analysis Training Course | Fullerton, CA (2019)
- B.S. Mechanical Engineering | California State University | Sacramento, California (2015-2019)

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FEHR AND PEERS RESUMES

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FEHR PEERS

Bill Burton

Principal

EDUCATION

Master of Science, Civil Engineering,
University of California at Berkeley, 1993

Bachelor of Science, Civil Engineering,
University of California at Berkeley, 1992

REGISTRATIONS

Licensed Civil Engineer, State of California (#53977)

Licensed Traffic Engineer, State of California (#1857)

AFFILIATIONS

Institute of Transportation Engineers
American Planning Association
American Society of Civil Engineers
Woman's Transportation Seminar

EXPERTISE

- Transportation Planning and Impact Analysis for Developments, Specific Plans, Master Plans, and General Plans
- SB 743 Implementation
- Transit System Planning and Design
- Corridor Studies
- Traffic and Transit Facility Planning and Engineering
- Traffic Signal and Lighting Design
- Pedestrian and Bicycle Planning and Design
- Traffic Operations Analyses for Roadway Infrastructure Projects

ABOUT

Bill has more than 30 years of experience in the planning and design of transportation systems. A registered Civil and Traffic Engineer, his experience ranges from transportation planning studies of region-wide significance to the planning and design of improvements to local intersections and roadways. Bill has prepared the transportation and circulation sections for numerous environmental documents including environmental assessments, mitigated negative declarations, environmental impact reports (EIRs), and environmental impact statements (EISs) and is adept at ensuring that impacts are identified and that mitigation measures are adequately addressed. Bill's recent work in Brentwood includes the 4th Middle School, Lone Tree Way widening, Vineyards Amphitheater, and Sand Creek Road Regional Sports Complex transportation assessments.

PROJECT EXPERIENCE

City of Antioch Housing Element Update and SB 743 Implementation
Bill Is currently serving as project manager for the City of Antioch's Housing Element Update and SB 743 Implementation project. Fehr & Peers is serving as the transportation consultant preparing the technical analysis supporting the City's update to the General Plan's Housing Element. As part of this work, the firm is preparing analysis supporting the development of housing plans and programs that will result in beneficial VMT outcomes. In a separate but linked piece of work Fehr & Peers is preparing the analysis and updates to the City's transportation guidelines for the full implementation of SB 743 and the use of VMT to evaluate projects within the city.

City of Benicia Housing Element Update and VMT Guidelines
Fehr & Peers assisted the City of Benicia in developing VMT analysis methodology, metrics, and thresholds of significance for purposes of CEQA impact evaluation. Bill served as principal in charge for this effort. The project developed a tool to process model output to generate VMT metrics and other attributes for activity-based travel demand models including the MTC and SNABM models. As part of the work, Grace and Fehr & Peers prepared the transportation impact assessment evaluating the potential impacts of the City's Housing Element Update, 6th Cycle.

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Brentwood Boulevard & Downtown Brentwood Specific Plan Updates

Bill is currently managing the transportation planning work for the updates to the Brentwood Boulevard and Downtown Brentwood Specific Plans. As part of the projects the team is developing and assessing land use and transportation infrastructure options for re-envisioning the future of these areas of the City of Brentwood. Multi-modal transportation plans reflecting bicycle, pedestrian, transit, and vehicular circulation options are under development with the project team.

City of Pittsburg On-Call Traffic Engineering Services

Fehr & Peers is extremely proud to have provided the City of Pittsburg with on-call transportation and traffic engineering services since 2012. Bill Burton has served as project manager on this assignment for the last five years. Recent work has included the preparation of successful grant applications for the Clean California grant and multimodal improvements to the Delta De Anza trail. In the past year we have also assisted in the development of new guidelines for the preparation of Transportation Impact Analyses (TIA) and the implementation of Vehicle Miles Traveled (VMT) for projects in the city.

A key project completed for Pittsburg under the on-call agreement was an evaluation of Railroad Avenue within the vicinity of the newly opened BART station to identify potential multimodal safety and access improvements. As part of this project, Fehr & Peers conducted a safety evaluation to identify any apparent safety concerns that could be addressed, which was accomplished by evaluating recent collision reports and performing a near-miss analysis. Fehr & Peers retained Brisk Synergies to conduct the near-miss analysis using their conflict detection algorithms. Fehr & Peers will provide recommended improvements to address identified safety concerns, which will be vetted through microsimulation operational analysis, and will provide recommended programmatic solutions for reducing single occupant vehicle travel in the project area. Selected improvements will be laid out in a conceptual plan. In addition, Fehr & Peers evaluated if the Courtyard by Marriott planned development would impact operations of the Railroad Avenue and Center Drive intersection and reviewed the project's frontage on Railroad Avenue.

BART On-Call Planning (San Francisco Bay Area, CA)

Project manager responsible for overall contracting and performance on the On-Call Planning and Environmental Services contract for the San Francisco Bay Area Rapid Transit District. As part of task orders for BART, Bill served as Project Manager to develop conceptual station modernization plans for the Coliseum and 19th Street Stations. The work included assessments of existing and future conditions at the stations, including the potential for a large-scale "Coliseum City" development adjacent the Coliseum Station to include new sporting venues.

Fehr & Peers is currently leading the BECCAP that is a collaborative effort of BART and the cities of Berkeley and El Cerrito to identify station access strategies for communities served by the El Cerrito Plaza, North Berkeley, Downtown Berkeley, and Ashby BART stations before 2500 mixed-income apartments are built on the three parking lots. The goal of the plan is to develop strategies that equitably distribute investments in walking, rolling, biking, riding transit, driving, and parking. The plan will incorporate and balance stakeholder input for these interrelated stations in a way that is consistent with Berkeley's and El Cerrito's adopted community plans as well as BART'S TOD and Station Access policy goals and performance metrics.

High Speed Rail – San Jose to Central Valley Transportation Technical Report and Station Access Plans (California)

Bill is managing the preparation of a Transportation Technical Report for the Central Valley to San Jose section of the California High Speed Rail section. The transportation assessment addresses planned stations in Gilroy and San Jose, a planned maintenance facility in Gilroy, and 25 at-grade crossings along the corridor.

As part of the project, Bill led the Fehr & Peers team that developed station access plans for the Diridon, Gilroy and East Gilroy station alternatives. Each plan was developed within the context of the local station areas, which are quite different for each location. A station access hierarchy for each modal user group (transit, bicycle, pedestrian, TNCs, taxis, rental cars, automobiles) was developed and used to assign real estate in and around the stations. Integration with other transit providers, such as BART, VTA light rail and various other user groups was key to the plans. TNCs are playing an ever-increasing role in urban mobility and the provision of adequate curb space in appropriate areas was a central element in the development of each station area plan.

Roddy Ranch Reuse Transportation Assessment (Antioch, CA)

Fehr & Peers prepared the transportation assessment for an environmental document to evaluate the potential impacts of the reuse of the Roddy Ranch Golf Course as an East Bay Regional Park. The evaluation focused on the safety and adequacy of site access and internal circulation. Detailed safety analysis pertaining to the project's access intersection on Deer Valley Road is being undertaken. In addition, the project's effects on area Vehicle Miles of Travel are being assessed in accordance with SB 743 requirements.

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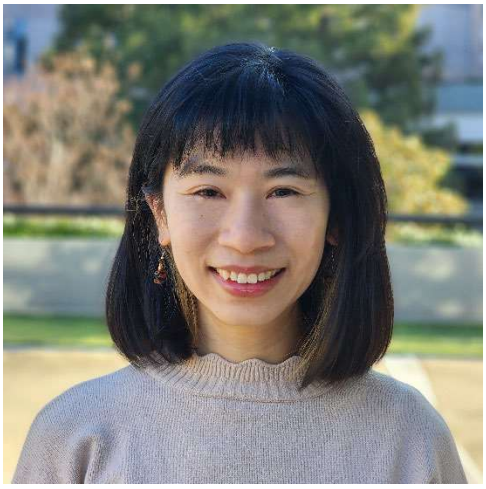
FEHR PEERS



Grace Chen

Sr. Transportation Engineer & Planner | Project Manager

EDUCATION

M.C.R.P., Georgia Institute of Technology at Atlanta, 2021
M.S., Civil Engineering, Georgia Institute of Technology at Atlanta, 2021
B.L., National Taiwan University at Taipei, 2014

EXPERTISE

- Travel Demand Modeling
- Wildfire Evacuation Analyses
- VMT & CEQA
- Traffic Analysis

LANGUAGES

- Mandarin Chinese

ABOUT

Grace is passionate about exploring the intersection between natural and social sciences, and she was first drawn to the transportation industry because of its ability to bridge these two fields. Prior to joining Fehr & Peers, Grace was a technical specialist for the Taipei City Government's Department of Transportation, allowing her to apply international best practices and perspective to her work. Grace is based in Fehr & Peers' Walnut Creek office, and focuses her work on modeling, forecasting, and climate-related studies. For Fehr & Peers internally, she leads the Bay Area Climate/Resiliency Working Group, for topics ranging from climate adaptation, evacuation, to zero-emission vehicles. Her experience at Fehr & Peers includes travel demand modeling, VMT and CEQA analysis, wildfire evacuation analysis, and traffic operations analysis, throughout the Bay Area and Northern California. Grace's software experience includes ArcGIS, R, Python, Cube, Adobe Illustrator, TransCAD, and Synchro.

PROJECT EXPERIENCE

City of Benicia Housing Element Update (Benicia, CA)
Fehr & Peers assisted the City of Benicia in developing VMT analysis methodology, metrics, and thresholds of significance for purposes of CEQA impact evaluation. Grace developed a tool to process model output to generate VMT metrics and other attributes for activity-based travel demand models including the MTC and SNABM models. As part of the work, Grace and Fehr & Peers prepared the transportation impact assessment evaluating the potential impacts of the City's Housing Element Update, 6th Cycle.

Benicia Eastern Gateway Mixed-Use Traffic Study (Benicia, CA)
Fehr & Peers conducted a transportation impact analysis for a proposed new land use district in a portion of eastern Benicia. The company's work included development of an approach to evaluate the VMT impacts of the project, and

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preparation of the CEQA transportation impact analysis for the project. Grace was a key staff person in the execution of the study.

Koi Nation Shiloh Resort Casino Evacuation EIS Analysis (Windsor, CA)
Fehr & Peers is completing an evacuation time estimate analysis for the proposed Koi Nation Casino project at Shiloh Road/Old Redwood Highway. Grace is the Project Manager leading this effort.

Sonoma County Airport Specific Plan (Sonoma County, CA)
Fehr & Peers is conducting the CEQA EIR analysis for the Sonoma County Airport Specific Plan. This work includes recommendations for MTC PDA requirements, CEQA transportation assessment (VMT, other CEQA multimodal analysis, evacuation analysis) and non-CEQA circulation system analysis. SCTA model validation and calibration will also be conducted. Grace is the Project Manager for this ongoing effort.

Fairfield General Plan Update (Fairfield, CA)
Fehr & Peers conducted the existing conditions, trends, and opportunities assessment, as well as the transportation analysis for various general plan alternatives. We are supporting the Draft General Plan writing and the Environmental Impact Report (EIR) preparation. Grace is serving as the analyst for the travel demand modeling efforts.

Mare Island Master Planning & Specific Plan (Vallejo, CA)
Fehr & Peers is assisting in the master plan refinement and the development of the transportation element for the Specific plan. We are also preparing the transportation section for the Environmental Impact Report (EIR). Grace is serving as the analyst for the travel demand modeling efforts.

Railroad Avenue/East Tabor Avenue Realignment (Suisun City, CA)
Fehr & Peers assessed the operations along the East Tabor Avenue corridor regarding the Railroad Avenue Widening and Realignment project in the City of Suisun City, as proposed in the City's General Plan Vehicular Transportation Network. Fehr & Peers had studied many different aspects of the Railroad Avenue project since 2016, with the latest study evaluating the feasibility of removing the Railroad Avenue realignment from East Tabor Avenue to Olive Avenue from the General Plan in 2020. The 2020 study concluded the elimination of the Railroad Avenue realignment at East Tabor Avenue would not cause internal inconsistencies within the General Plan Transportation Element. Since the latest studies completion, the City has requested Fehr & Peers conduct further operations study to evaluate the East Tabor Avenue corridor under existing, near-term, and cumulative conditions that consider the existing conditions, realignment, and alternative designs. Grace served as the lead analyst for the cumulative conditions travel demand forecasting.

Dermody Industrial TIA (Fairfield, CA)
With Grace as Project Manager, Fehr & Peers worked on the Dermody Industrial Project for the administrative use permit application for Buildings 2 and 3 of an industrial development at the corner of Beck Avenue and Cordelia Road in the City of Fairfield, California. The size of the buildings are 428,241 square feet in total (Building 2 is 260,022 square feet and Building 3 is 168,219 square feet). Fehr & Peers will prepare a trip generation analysis, a queueing analysis, and truck turning templates at the Project driveways.

Rio Vista General Plan Update (Rio Vista, CA)
Fehr & Peers is working to update Rio Vista's General Plan. Our scope of work includes circulation element support, VMT for CEQA transportation analysis, a general plan buildout analysis, and a traffic study to reduce congestion along Highway 12. Grace served as the lead analyst for the cumulative conditions travel demand forecasting.

Lagoon Valley TIA (Vacaville, CA)
Fehr & Peers is assisting triad Lagoon Valley with a VMT analysis and a LOS analysis for a residential development in the City of Vacaville. The project proposes to include up to 350 multi-family residential homes. Grace is the Project Manager for this effort.

Wiseman Campus Lane Apartments (Fairfield, CA)
With Grace as Project Manager, Fehr & Peers completed an initial transportation study for the Campus Lane Apartments, which is a multi-family residential project that proposes to construct up to 84 three-story dwelling units. The study includes an estimation of project trip generation, a preliminary LOS analysis, and a VMT analysis.

PUBLICATIONS & PRESENTATIONS

Chen, Y. H., Lee, Y., Circella, G., Mokhtarian, P. L., & Thigpen, C. (2022) "The What, Who, and Why of Shared E-scooter Mode Substitution Patterns." *TRB 101st Annual Meeting. (*Accepted for presentation).

Lee, Y., Chen, Y. H., Circella, G., & Mokhtarian, P. L. (2022). "A Latent-Class Cluster Analysis of Ridehailing Impacts on Other Travel Modes." *Transportation Research Part D*. (Accepted Dec 23, 2021).

Chen, Y. H., & Lin, J. J. (2021). Determinants of flight delays at East Asian airports from an airport, route and network perspective. *Journal of Air Transport Management*, *94*, 102064. https://doi.org/10.1016/j.jairtraman.2021.102064

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26-018

PROFESSIONAL SERVICES MASTER AGREEMENT (ON-CALL PLANNING)

BETWEEN

CITY OF BENICIA AND

Ratcliffe Consulting

This Professional Services Master Agreement ("Agreement") is dated July 1, 2025, and is by and between the City of Benicia, a political subdivision of the State of California ("CITY") and Ratcliffe Consulting, a California Corporation located at PO Box 6101 1191 Solano Avenue, Albany, California 94706, licensed to do business in California, ("CONTRACTOR") relating to Ratcliffe Consulting - Planning Master Service Agreement (FY26-27) Services (“Services").

1. Agreement

1.1. 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 by the City Manager, or designee who is hereby authorized to execute any Task Order and issue a Notice to Proceed, without further action by the City Council, provided the Task Order is within the total authority of this Master Service Agreement. Amendments to this Master Service Agreement require City Council approval.

Services may include, but not be limited to:

A. Current Planning Development Review

B. Long-Range Planning Policy and Strategies

C. Grant Applications and Management

D. Rapid Response Services

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.

1.2. Term of Agreement

A. This Agreement will conclude on June 30, 2027 unless it is extended in accordance with paragraph B below.

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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.

1.3. 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.

1.4. Compensation

CONTRACTOR shall be compensated, a total value not to exceed $325,000 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 not to exceed 5% or the current year's February change of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Francisco-Oakland-Hayward, CA index, whichever is lower, and must seek CITY's authorization for rate changes. 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.

1.5. 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 in excess of $1,000.00, where prevailing wages are required by 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 City's Public Works 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 subconsultants shall keep and

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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. If the Agreement exceeds $2,000 and is funded with federal funds, then CONTRACTOR shall pay federal Davis Bacon wages and comply with applicable federal requirements.

B. 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.

C. CONTRACTOR, where applicable, 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.

1.6. 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

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in addition to, and shall not in any way be limited by the insurance obligations contained in this Agreement.

B. **Patent Rights, Copyright, Trade Secrets:** CONTRACTOR 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.

C. **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 artd will survive termination of this Agreement.

D. **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.

E. **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.

F. **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.

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G. **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 al I 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

1.7. 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.

1.8. 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.

1.9. 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.

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1.10. 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 based on a final invoice from the CONTRACTOR.

1.11. 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 I 101, 1102and1102.1; 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.

1.12. 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

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2. Possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel. (2Cal. Code Regs. § l8700(a) (2))

1.13. 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.

1.14. 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.

1.15. 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.

1.16. 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.

1.17. 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.

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1.18. 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.

1.19. 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.

1.20. 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.

1.21. 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: Stacy Hofacre

Senior Management Analyst

shofacre@ci.benicia.ca.us

To Contractor: Christina Ratcliffe

Principal

christina@ratcliffe.net

1.22. 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.

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1.23. 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.

2. Insurance Requirements

2.1. INSURANCE REQUIREMENTS

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated July 1, 2025, by and between Ratcliffe Consulting, hereinafter referred to as "Contractor", and the City of Benicia, hereinafter referred to as "City", providing for professional services.

2.2. 1. Contractor's Duty to Show Proof of Insurance

Contractor, 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 Contractor's acts, errors, or omissions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Contractor shall not perform any work under this Agreement until Contractor 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, Contractor 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, Contractor 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. Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or City as an additional insured.

2.3. 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

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for liability arising out of Contractor'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. Contractor 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.

2.4. Workers' Compensation Insurance

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

2.5. 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.

2.6. 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.

2.7. Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Contractor, at Contractor'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.

2.8. Insurance terms and conditions:

3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Contractor shall not be suspended, voided, cancelled or

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reduced in coverage or in limits except after ten (10) days written notice by Contractor 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. Contractor 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 Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor 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 Contractor is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Contractor'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 Contractor'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 Contractor 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 Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor. City, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Contractor 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 Contractor of its obligation to obtain and maintain the insurance coverages required by this Agreement.

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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 Contractor and its Subcontractors shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Contractor's fees under this Agreement (and the fee of its Subcontractors under Subcontractor agreements) shall be reduced by the amount of insurance premiums that may be avoided by Contractor and its Subcontractors 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 Contractor's and Subcontractors policies. Construction Manager and its Subcontractors shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

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

"Ratcliffe Consulting" By: DocuSigned by: Christina Ratcliffe 21F4894B1719406... 6/20/2025

Christina Ratcliffe

Its: Principal

"City" By: _____

Its: _____

"Department" By: _____

Its: _____

"City Attorney" By: _____

Its: City Attorney

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Exhibits List

A - Scope of Work

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Exhibit A

Scope of Work

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RATCLIFFE CONSULTING
PLANNING-MANAGEMENT

April 6, 2025

Suzanne Thorsen,
Community Development Director
City of Benicia

RE: Proposal No. 25-063 On-Call Planning Services

Thank you for your time and attention in reviewing this Proposal. I am truly excited at the possibility of working in Benicia again.

In June of 2024, after over 30 years of Planning experience with a private firm (the former PMC) and jurisdictions in the Bay Area, I began Ratcliffe Consulting. The goal of this venture is to leverage my decades of experience in Northern California land use planning to assist select jurisdictions, agencies and nonprofits in the creation of housing and catalyst projects that contribute to economic growth and sustainability.

Over the last thirty years I have:

- Served as Director of Planning, Building, Engineering, Code Enforcement and Economic Development Departments,
- Facilitated countless workshops and community meetings,
- Staffed and presented before numerous Boards, Councils and Commissions,
- Managed numerous complex discretionary planning projects, including shepherding them through the CEQA/NEPA process,
- Written Zoning Code, General and Specific Plan amendments and updates,
- Created and implemented COVID response operational protocols for City of Martinez Planning, Building and Engineering Departments,
- Opened and managed the Oakland office for a private firm supplying planners to jurisdictions in the Bay Area.
- Successfully applied for and managed multiple grants,
- And other duties as needed.

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I bring a wealth of experience in managing complex projects and Departments, (including when I served as Director for Benicia) as well as implementing meaningful community outreach, ensuring that the project helps to achieve the community's goals and vision.

I am also part of the Team working on the Port of Benicia Facilities and Infrastructure Modernization project. I will be completing the Industrial Design Guidelines Update and associated Zoning Code Amendments.

Following is my understanding and approach to the work, more detailed information about my qualifications and experience, and other information as requested by the RFP.

I believe that my experience in Bay Area planning, my familiarity with Benicia and my geographic location and availability would be an excellent fit for the City's needs.

If there are any questions about this proposal, please reach out and I will be happy to assist.

Best,

Christina

Christina Ratcliffe, AICP (she/her)
Principal

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Project Understanding and Approach

It is my understanding that the City of Benicia is compiling a list of consultants who are pre-qualified for specific tasks and can respond to a request for services on short notice. This would allow the City flexibility and agility to respond in a timely manner in processing projects.

Ratcliffe Consulting is submitting for consideration to provide services for:

4.2 Current Planning Development Review
4.3 Long-Range Planning Policy and Strategies
4.8 Grant Applications and Management
4.9 Rapid Response Service

I am an experienced planner, having begun as an intern for the City of Berkeley and worked my way up to the position of Director in three different cities, including Benicia. In shepherding projects through the process, whether ministerial or discretionary, timelines and thoroughness is key.

4.2 Current Planning Development Projects

For current Planning Development Projects, this would begin with a review of the project in relation to the application checklist, applicable City and State codes, CEQA/NEPA, General and Specific Plans and the Subdivision Map Act. The submittal must be checked for accuracy, completeness and a complete/incomplete letter issued in a timely manner.

Density Bonus Projects, whether ministerial or discretionary must be evaluated against the ever-changing State regulations as well as Benicia's affordable housing requirements, and likewise processed in a timely manner, ensuring that CEQA and/or NEPA processes are followed.

If the project goes before a decision-making body, then one or more staff reports are required. These should follow City template and be written in a clear and concise manner, being mindful of the decision-making body. The report needs to speak to the understanding and authority of the given Board, Commission, Committee or Council.

If the project does go to a public meeting or hearing, consultant presence and presentations is key in walking the community through the project, clearly presenting the submittal, and explaining how it was reviewed and the purview of the review authority. This usually involves a PPT presentation and taking questions from the deciding body and/or the community.

I am accustomed to speaking in public at informal workshops as well as public hearings. I am an experienced presenter and endeavor to listen to questions and respond in a thoughtful manner.

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In the review and processing of submittals, tracking deadlines is extremely important. Whether it is the PSA letter, publication deadlines, CAO review or packet day, keeping on top of these is a priority.

More important than meeting deadlines is being consistent and transparent with the applicant, the community, and, as a consultant with the City.

4.3 Long-Range Planning Policy and Strategies

A clear understanding of the goal of the planning policy or strategy is key to developing a document that is clear and can be implemented seamlessly with existing City documents. In addition, meaningful community outreach and input ensures a document that is responsive to the City's specific needs.

As with current planning projects, adherence to timelines established by the City and transparent, clear communication are key. As noted in my experience, I have dealt with many such projects and seen them through to completion and implementation.

4.8 Grant Application and Management
The most important aspect of writing and applying for grants is reading the application thoroughly and understanding the requirements and being able to match the City's goals with the grant. In this way, one can write the grant so that the City has the best chance a successful application. Also key is gathering information from all relevant Departments in the City, presenting a unified vision and clearly identifying the City's contribution to the work and how it furthers the City's goals and meets the grant requirements.

After the grant is won, it is necessary to maintain a calendar of milestones and deliverables and working with Departments, especially Finance, to accurately track staff time and other reporting requirements of the grant.

4.9 Rapid Response Service
I am available to assist Benicia on one to two days' notice after an emergency in preparing amendments to the City's Municipal Code to facilitate rebuilding and the expedited review and processing of planning and construction permits. I have experience with successfully processing amendments to both zoning and building code sections of the municipal code.

In the event of an emergency, I can work with the City Attorney and City staff to streamline the process and get permits issued in an expedited manner while maintaining the integrity and safety of the City and individual structures.

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Qualifications and Experience

A primary reason I started Ratcliffe Consulting was to use my experience to aid cities in the creation of housing and catalyst projects that contribute to economic growth and sustainability. I have years of experience reviewing and processing both current and advanced planning projects. Most recently, as a Director, I have helped to guide planners through the review process and encouraged them to be curious about the project, and understand the final goal with a mind to finding a path forward within the confines of the code.

Attached is a highlighted list of my qualifications and experience.

Costs and Assumptions

Hourly billing rate is $195.

Hourly rate is subject to a 5% increase or the current year's Consumer Price Index (CPI) increase for the San Francisco Bay Area, whichever is lower.

Work can be performed remotely or on-site, as needed. It is clearly understood that Ratcliffe Consulting LLC is a contractor to the City and is not an employee.

It is anticipated that any work product will be delivered electronically. Any requirement for hard copies will be billed at cost plus 20%.

Invoices will detail work in 30-minute increments, or as directed by the City. Invoices will be submitted monthly and shall reference the project title and application number (if applicable) and will include a running tab of the remaining budget.

It is assumed that:

- The City will make available templates for all required Notices, Staff Reports, Conditions of Approval, Resolutions and Ordinances.
- All Codes and Plans are accessible on-line or will be provided
- The City will publish and mail any required public hearing notices.
- Work will be performed either on-site or remotely, as agreed upon by the City and Ratcliffe Consulting.

References

Anne Cardwell, Consultant
Management Strategies Group
Sloan Sakai Yeung & Wong, LLP
acardwell@mgmt-strategies.com
707-771-4213

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I worked with Anne on many projects over eight years in the Cities of Benicia, Martinez and Vallejo.

Gillian Haen, Assistant City Manager, City of Vallejo
Gillian.Haen@CityofVallejo.net
707-508-5877

I worked with Gillian in the City of Vallejo for four years. She was my direct supervisor and Planning and Development Services Director prior to my tenure in that role.

Margaret Kavanaugh-Lynch, Planning Manager, City of San Rafael
margaret.Kavanaugh-Lynch@CityofSanRafael.org
510-323-3436

I worked with Margaret on multiple projects in the Cities of Alameda, Martinez and Vallejo, PMC, and am on the San Rafael bench currently working on an SB 330 project.

Mike Malone, Retired City Manager, City of Vallejo
MaloneBears@gmail.com
916-997-0133

I worked with Mike on achieving Council goals in the City of Vallejo for the last three years he was City Manager. He retired early in 2024.

Brad Kilger, AICP, Senior Advisor, ICMA/League of California Cities
Former City Manager at City of Benicia and City of Martinez
BradKilger19@comcast.net
707-208-3674

I have worked with Brad on multiple projects and implementation of both Planning and Economic Development Plans for both the City of Benicia and Martinez.

Conclusion

I believe that I have the experience and skills to assist the City of Benicia in the areas referenced above. Attached is a more complete list of my experience and qualifications.

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Christina Ratcliffe, AICP (she/her)
Principal

Christina@Ratcliffe.net
510-666-7097

Experience and Qualifications

I have over thirty years of experience managing planning and economic development programs and projects. This includes experience with Planning, Building, Engineering, Code Enforcement and Economic Development Divisions in various cities. I also have experience managing multiple offices for a private consulting firm serving public agencies. I have worked on both sides of the counter in conjunction with elected officials, senior management, line staff, community groups, state and regional agencies, developers and nonprofits to define community goals and move projects forward to achieve those goals.

Below are highlights of relevant experience.

Update City of Benicia's Industrial Design Guidelines and associated Zoning Code Amendments

Part of the team awarded the Port of Benicia Facilities and Infrastructure Modernization project.

Overall work includes preparation of a Port of Benicia Facilities and Infrastructure Modernization Plan with key deliverables for the Planning Commission and City Council to adopt as a roadmap for infrastructure improvements, investments and modernization revitalizing the Port as a key part of Benicia's Priority Production Area. This includes extensive public engagement, and recommended updates to the City's Industrial Design Guidelines and Zoning Regulations, as well as an environmental review document commensurate with capital plan project definition.

My work on the project will dovetail into the Modernization Plan and recommend updates to the Industrial Design Guidelines and Industrial Zoning regulations, and identify needed updates to land use classifications, development standards and/or

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performance standards to facilitate recruitment and retention of employment-generating uses, particularly focused on renewable energy and related infrastructure, in the Port and Industrial Park.

Contract Planning Assistance

City of San Rafael, April, 2025-present
Currently processing an SB 330 application for the City of San Rafael. This is a residential project consisting of a seven-story building with five floors of residential. The project consists of 250 residential units, ranging from one to two-bedroom apartments. A total of 132 vehicle parking spaces are provided, accessible via two entry points, with the main entry located adjacent to Northgate Drive. The total building area is approximately 257,057 square feet. At the time of this writing the formal submittal is under review.

Contract Planning Assistance

City of Rohnert Park, December, 2024-present
Serving in a part time advisory capacity to the Development Services Director and training/mentoring planners during the Planning Manager's leave. Work includes processing development review applications, Zoning Code Amendments and the LHMP update and supporting the Housing Division on a Project Homekey application.

Contract Planning-Assistance

City of Vallejo July, 2024-January, 2025

Review and develop City's comments to a Bureau of Indian Affairs of an Environmental Assessment (EA) for a conversion of land to trust lands for a casino, housing and tribal administration structures. This project involves wetlands, waters of the US and species of concern, as well as wildfire, safety, and geotechnical concerns. Bringing forward Zoning Code Amendments to Design Review Board, Planning Commission and City Council. This involves substantive as well as clean-up items, as well as amendments mandated by HCD.

Planning and Development Director

City of Vallejo ~ 2020-2024

Management of Planning, Building and Code Enforcement Divisions with a full-time staff of 35 plus several consultants. Work included budget projections and management, coordination with other departments, elected officials and outside agencies, as well as extensive community outreach. Key projects included:

- Three-Element Update: Safety, Environmental Justice and Housing Elements
- Transition Code Enforcement Division into the Department
- Wrote Successful Grants for Waterfront and Downtown Specific Plan updates

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- Coordination with Mare Island Developer on Specific Plan Update
- Comprehensive Zoning Code update (first since early 90's)
- Staffed City Council and four Commissions/Boards
- Shepherded several controversial projects:
  Project Homekey: ministerial, wrote grant to partially fund project, there was a legal challenge, which failed
  Navigation Center: ministerial, assisted in identifying appropriate City-owned property
  Elite School in Downtown: Planning Commission approval, appealed to Council, who ultimately denied the project

Community and Economic Development Director

City of Martinez ~ 2017-2020

Responsible for all aspects of Planning, Building, Engineering and Economic Development Divisions (CED Department), including budget, hiring, training, and managing of staff. Key accomplishments included:

- Developed and implemented COVID policies and protocols for Department as well as operational changes to the City Hall Building
- Worked with Executive Team on budget reductions, including freezing positions and layoffs in response to COVID revenue losses
- General Plan Update/FEIR
- Assisted in drafting Measure F (2019)
- Oversight and Preparation of Economic Development Action Plan
- Preparation of new ADU and Objective Design Standards ordinances
- Preparation and adoption of Commercial Cannabis Ordinance
- Oversaw timely preparation and submittal of Trust Lands Use Plan to State Lands Commission
- Coordinated purchase of property to create a City-owned block for future development
- Lobbying WETA to re-establish Ferry service
- Northern Waterfront Economic Development Initiative (NWEDI): Regional cluster-based economic development strategy with Contra Costa County and seven partner cities

Community Development Director

City of Benicia ~ 2015-2017

Responsible for all aspects of development, including management of full-time staff of nine and up to six consultants in the Planning and Building Divisions. Duties include overseeing working with other departments on streamlining economic development and improving customer service, budget and projections, training and retention of staff, coordination between departments on development projects, public presentations to Council, Commissions and Boards and staff to five Commissions. Accomplishments in the last year of service include:

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- Crude By Rail: Difficult and prolonged project with an amazing amount of public participation
- Northern Gateway application and workshops: A sensitive political project with a lot of public interest.
- Vulnerability Assessment and Adaptation Plan: Multiple meetings and revisions to this multi-year plan, accepted by the Council in 2016.
- TEC Plan/IS/MND: multi-year project that should be adopted by City Council in June 2017.
- LAFCO MSR update
- Cool California Challenge: Responsible for organizing and outreach efforts Benicia placed 3rd.
- Water Reuse Project: Work with Public Works Department's CEQA consultant on IS/MND
- LHMP
- Mills Act Program workshops: possible revisions to the program
- CDBG funds distribution: tentatively June, 2017
- Downtown Parking discussion/issues in coordination with ED, PD, PW and Chamber and Main Street
- FEMA map update workshops/outreach
- Building Division changes to organization/policies and procedures

Ordinance/GP amendments:

- Complete Streets and ALUC GP Updates
- Floodplain ordinance update
- Medical Marijuana ordinance
- Large Family Day Care ordinance
- Density Bonus ordinance
- Building Code update
- CalGreen/Recycling ordinance

Previous related experience:

Senior Associate

Pacific Municipal Consultants (PMC)

Opened the Bay Area and Arizona offices for this 200+ planning consulting firm. Hired, trained and supervised up to 30 planners, including Project Managers for various CEQA projects, General Plans, Conservation and Resource Management projects, Redevelopment services, Specific Plans, Staffing contracts, and other projects. Lead marketing and business development for Bay area and Arizona service areas. Part of PMC's management team, and one of the founding members of the sustainability group within PMC.

- **City of Sunnyvale CAP/LUTE EIR.** Project Manager for the Program EIR evaluating the updated Land Use and Transportation Element for Sunnyvale. A complex project coordinating development of a Climate

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Action Plan and EIR with significant public outreach. With a very involved citizenry, aggressive time line and limited budget, this was an interesting project.

- **City of Pinole, General Plan Update.** Served as Project Manager for this Sustainable General Plan Update. Pinole's focus is on enhancing and sustaining their small-town feel, expanding walkability and access to the Bay and Creek.

- **City of Pinole, Three Corridor Specific Plan** Served as Project Advisor for these three Specific Plans to address not only circulation issues and focusing redevelopment efforts, but addressing commercial/housing balance and design.

- **Transportation 2035- Change In Motion.** Served as facilitator for the San Francisco Bay Area MTC, ABAG, BCDC, BAAQMD group outreach effort to form regional policies and actions to reduce greenhouse gas emissions by focused planning between local and regional agencies. Ongoing facilitation work with groups of 12 to 100 decision makers.

- **City of Tracy, Walmart Expansion EIR.** Served as Project Director for this expansion project. A politically sensitive project, this required clear and frequent communication and coordination with the City, sub-consultants and the community on this high profile project.

- **City of Tracy, Tracy Youth Sports Facility EIR.** Served as Project Director for the Initial Study and EIR for the development of 55 ball fields on a 200-acre site. Duties included refining the project description and working with several City and County agencies involved in the process. Environmental issues include neighborhood land use compatibility, possible displacement of endangered species, and impacts to local circulation patterns.

Education

BA Urban Studies, SFSU, 1993,
Masters work: City and Regional Planning, UC Berkeley, 1993-1995

Professional Affiliations

American Planning Association, since 1993
American Institute of Certified Planners, since 1998
Bay Area Planning Directors Association, Steering Committee Member, 2015-2024
Cal APA Northern Section Board Member, Professional Development Officer 2002-2004 & 2009-2010.
2009 Awards Juror, Cal APA Northern Section

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Teaching Experience

AICP training classes: Code of Ethics, Public Interest and Social Justice, and Plan Making and Implementation Sections, 2004, 2005, 2008, 2009, 2010

UC Berkeley, DCRP Teaching Assistant, 2 years

Presentations

People Quit Bosses: Strategies to not be that Boss (or Manager), and strategies to get what you need from your manager, Presenter, CA APA conference, 2023

Time Management for Harried Planners: Creator, Moderator and presenter, CA APA conference 2008, 2009, 2015

The Intersection of Sustainability and Historic Preservation: Presenter, at a workshop for the Benicia Downtown Merchant's Organization, 2009

Using Powerful Visual Representations to Communicate Complex Data: Organizer and moderator: ABAG/APACAN joint brown bag, 2007

Preparing for the AICP Exam: Presenter, CAL APA Conference, 2006

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RATCLIFFE CONSULTING
PLANNING - MANAGEMENT

April 7, 2025

Org-Chart Requirement for City of Benicia On-Call Planning Services

Ratcliffe Consulting is a one-person organization, with Christina Ratcliffe, AICP as the sole consultant.

Best,

Christina

Christina Ratcliffe, AICP (she/her)
Principal

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Exhibit D

PROPOSAL AUTHORIZATION

NAME OF RESPONDENT: Christina Ratcliffe, AICP

1. The above-named Respondent is a Respondent to the Request for Qualifications / Request for Proposals of the City of Benicia for professional services to prepare **[On-Call Planning Services]** and possesses the legal authority to submit this Proposal.

2. The undersigned is authorized to conduct all negotiations for and legally bind the Respondent in all matters relating to this Proposal submittal.

3. The undersigned has reviewed, understands, is able to comply with and agrees to be bound by the General Conditions Governing the RFP described in Section 7 of the RFP.

4. The undersigned grants the City a right to conduct reference checks and reasonable investigation of all information provided by Respondent.

5. The undersigned certifies that this Proposal is irrevocable until 120 days after its submission date.

Signature: Christina Ratcliffe

Print Name: Christina Ratcliffe, AICP

Title: Principal

Date: April 7, 2025

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RATCLIFFE CONSULTING
PLANNING-MANAGEMENT

April 7, 2025

Pricing Proposal for On-Call Planning Services for City of Benicia

Ratcliffe Consulting is a one-person organization, with Christina Ratcliffe, AICP as the sole consultant.

Ratcliffe Consulting is submitting for consideration to provide services for:

4.2 Current Planning Development Review
4.3 Long-Range Planning Policy and Strategies
4.8 Grant Applications and Management
4.9 Rapid Response Service

A. Pricing

At this time, it is not possible to provide an exact price, as the projects are not known. When the City requests assistance on specific projects, a scope responsive to individual projects will be submitted for City review and approval.

Hourly billable rate for Christina Ratcliffe is $195.00.

Hourly rate is subject to a 5% increase or the current year's Consumer Price Index (CPI) increase for the San Francisco Bay Area, whichever is lower.

Work can be performed remotely or on-site, as needed. Ratcliffe Consulting will use its own equipment (computer, phone, WiFi, copy machine, office supplies, etc.) It is clearly understood that Ratcliffe Consulting is a contractor to the City and is not an employee.

B. Reimbursable Expenses

It is anticipated that any work product will be delivered electronically. Any requirement for hard copies will be billed at cost plus 20%.

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Invoices will detail work in 30-minute increments, or as directed by the City. Invoices will be submitted monthly and shall reference the project title and application number (if applicable) and will include a running tab of the remaining budget.

It is assumed that:

- The City will make available templates for all required Notices, Staff Reports, Conditions of Approval, Resolutions and Ordinances.
- All Codes and Plans are accessible on-line or will be provided
- The City will publish and mail any required public hearing notices
- Work will be performed either on-site or remotely, as agreed upon by the City and Ratcliffe Consulting.

C. Additional Services

No additional services are proposed.

D. Overtime

No overtime will be charged.

E. Travel

Ratcliffe Consulting will not charge for travel, mileage or tolls unless required to travel to locations outside of Benicia. In that event, current IRS mileage charges and actual tolls will apply.

F. Signature

Christina Ratcliffe

Christina Ratcliffe, AICP (she/her)
Principal
Ratcliffe Consulting

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RATCLIFFE CONSULTING
PLANNING-MANAGEMENT

April 7, 2025

Level Of Effort Requirement for City of Benicia On-Call Planning Services

Ratcliffe Consulting is a one-person organization, with Christina Ratcliffe, AICP as the sole consultant.

When the City requests assistance on specific projects, a scope responsive to individual projects will be submitted for City review and approval.

Best,

Christina

Christina Ratcliffe, AICP (she/her)
Principal

AGENDA ITEM
CITY COUNCIL MEETING DATE – JULY 1, 2025
CONSENT CALENDAR

TO : City Manager

FROM : Assistant City Manager

SUBJECT : **ACCEPTING THE PROPOSALS FOR BUILDING SAFETY ON-CALL SERVICES AND AWARDING BUILDING SAFETY MASTER SERVICE AGREEMENTS**

EXECUTIVE SUMMARY:

The Community Development Department recommends awarding master service agreements to establish a list of pre-qualified, contracted on-call firms to provide professional services for building safety development reviews, staff augmentation, specialty refinery services, and rapid response services. The agreement period is two years, commencing July 1, 2025, through June 30, 2027, with one optional two-year renewal.

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) accepting the proposals for building safety on-call services (Exhibit A), authorizing the City Manager to sign agreements on behalf of the City with seven firms for a two-year term expiring June 30, 2027, not to exceed $325,000 per firm with the option for up to one 2-year renewal and authorizing the City Manager or designee to execute any task order, without further action by the City Council that is within the total authority of the master service agreement.

BUDGET INFORMATION:

The not-to-exceed amount for each agreement is $325,000 over two years. Services or projects based on a defined scope of work would be executed by task order upon approval of the City Manager or designee. Funding for said contracts shall be provided on the basis of passthrough fees and reimbursement agreements for applicable projects (such as large-scale projects requiring extensive contract support). The anticipated expenditures pursuant to the agreements has been included as part of budget development for FY26 and FY27. Projects administered on a reimbursement basis would be initiated by task order, following the execution of a reimbursement agreement and receipt of a deposit (25% of the bid amount. These projects would require the project applicant to fully reimburse consultant costs, plus a 15% administrative fee for staff oversight and management.

BACKGROUND:
In December 2021, the City Council authorized the execution of five-year agreements for on-call building safety professional services. The agreements, which were $300,000 per firm, provided a resource of consultant expertise for a range of building safety services, including plan review, staff augmentation, and specialty services. These agreements are set to expire in December 2026.

The City of Benicia Building Safety Division utilizes consulting services to support plan reviews, provide on-call coverage during staff absences or vacancies, and assist with specialized technical projects. Consultants are crucial to maintaining current customer service levels and achieving the City Council's economic development goals. They help ensure timely plan review turnaround, support staffing flexibility, and prevent delays in permit approvals and construction activities. Additionally, consultants bring specialized expertise to complex projects, thereby enhancing the Division's technical capabilities. Without consultant support, plan review timelines would increase, negatively impacting development schedules and economic growth within the City.

Requests for Proposals (RFP) for building safety professional services and staff augmentation was released on March 17, 2025, with a response deadline of April 14, 2025. The City received ten proposals for professional services; the top-scoring firms were interviewed by staff, and four (4) firms were selected to provide on-call services, which are listed below.

4LEAF, Inc.	TRB and Associates, Inc.
CSG Consultants, Inc.	True North Compliance Services, Inc.

The City received eight proposals for staff augmentation; the top-scoring firms were interviewed by staff, and three (3) firms were selected to provide on-call staff augmentation, which are listed below.

4LEAF, Inc.	TRB and Associates, Inc.
CSG Consultants, Inc.	

An RFP for building safety specialty refinery professional services was released on March 24, 2025, with a response deadline of April 21, 2025. The City received three proposals; the top-scoring firms were interviewed by staff, and one (1) firm was selected to provide on-call specialty refinery services, which are listed below.

TRB and Associates, Inc.

Exhibit A provides a breakdown of each firm's on-call building safety service areas. The master service agreements for the seven firms are listed under the attachment section (Attachments 2-8).

NEXT STEPS:
Following the City Council's adoption of the resolution, the City Manager will execute agreements for on-call planning services.

ALTERNATIVE ACTIONS:
The City Council may decline to adopt the resolution. If the City Council takes this action, then any future building safety consultant task, such as for development review services, specialty refinery services, or staff augmentation, would require a RFP and subsequent selection, including City Council approval for contracts exceeding $100,000.

CEQA Analysis	Authorization of contracts for On-Call Building Safety Services is not a project under Section 15378 (b) of the CEQA Guidelines, which excludes administrative activities of governments. The proposed contracts merely authorize pre-selected, pre-contracted firms to complete various work tasks related to building permit review, refinery services, and staffing and would not result in direct or indirect physical changes in the environment. Therefore, the requested action is not subject to CEQA under Guidelines Section 15060 (c).

ATTACHMENTS:
1. Resolution - Award of Building Safety Master Service Agreements
   Exhibit A - On-Call Planning Services by Service Areas
2. 4LEAF - Professional Services Master Service Agreement
3. CSG Consultants - Professional Services Master Service Agreement
4. TRB and Associates - Professional Services Master Service Agreement
5. True North Compliance Services - Prof. Services Master Service Agreement
6. 4LEAF - Staff Augmentation Master Service Agreement
7. CSG Consultants - Staff Augmentation Master Service Agreement
8. TRB and Associates - Staff Augmentation Master Service Agreement
9. TRB and Associates – Refinery Professional Services Master Service Agreement

For more information contact: Suzanne Thorsen, Assistant City Manager
Phone: 707.746.4280
E-mail: sthorsen@ci.benicia.ca.us

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA ACCEPTING PROPOSALS FOR BUILDING SAFETY ON-CALL SERVICES AND AWARDING BUILDING SAFETY MASTER SERVICE AGREEMENTS, EACH IN AN AMOUNT NOT TO EXCEED $325,000, AUTHORIZING UP TO ONE 2-YEAR RENEWAL, AUTHORIZING THE CITY MANAGER TO SIGN THE CONTRACTS ON BEHALF OF THE CITY AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ANY TASK ORDER, WITHOUT FURTHER ACTION BY THE CITY COUNCIL, THAT IS WITHIN THE TOTAL AUTHORITY OF THE MASTER SERVICE AGREEMENT UTE ANY TASK ORDER, WITHOUT FURTHER ACTION BY THE CITY COUNCIL, THAT IS WITHIN THE TOTAL AUTHORITY OF THE MASTER SERVICE AGREEMENT

WHEREAS, a Request for Proposals for on-call building safety professional services including specialty refinery services and staff augmentation was released in March 2025; and

WHEREAS, a selection committee reviewed all responses and interviewed the top scoring consultant firms submitting proposals; and

WHEREAS, the firms of 4Leaf, CSG Consultants, Inc., TRB and Associates, Inc., and True North Compliance Services, Inc. were determined to be the most qualified proposers to provide on-call professional services; and

WHEREAS, the firms of 4Leaf, CSG Consultants, Inc., and TRB and Associates, Inc. were determined to be the most qualified proposers to provide on-call services for staff augmentation; and

WHEREAS, the firm of TRB and Associates, Inc. was determined to be the most qualified proposer to provide on-call specialty refinery professional services; and

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia hereby accepts the proposals for on-call building safety services (Exhibit A), authorizes the City Manager to sign Master Service Agreements on behalf of the City with seven firms for a two-year term expiring on June 30, 2027, and authorize up to one 2-year renewal and authorize the City Manager or designee to execute any task order, without further action by the City Council that is within the total authority of the master service agreement; and

BE IT FURTHER RESOLVED funds for said agreements shall not exceed $325,000 per firm; and

BE IT FURTHER RESOLVED, that the City Council of the City Benicia does authorize the City Manager or their designee to execute any task order, without further action by the City Council, that is within total authority of the Master Service Agreement.

*****

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 1st day of July 2025 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

Exhibit A
ON-CALL BUILDING SAFETY SERVICES BY SERVICE AREAS
[see next page]

ON-CALL BUILDING SAFETY SERVICES BY SERVICE

Service	4LEAF	CSG	TRB	True North
Building Safety Professional Services	X	X	X	X
Building Safety Staff Augmentation	X	X	X	
Refinery Professional Services			X	

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26-021

PROFESSIONAL SERVICES MASTER AGREEMENT (BUILDING SAFETY - PROFESSIONAL SERVICES)

BETWEEN

CITY OF BENICIA AND

4LEAF, Inc.

This Professional Services Master Agreement ("Agreement") is dated July 1, 2025, and is by and between the City of Benicia, a political subdivision of the State of California ("CITY") and 4LEAF, Inc., a California Corporation located at 2126 Rheem Drive, Pleasanton, California 94588, licensed to do business in California, ("CONTRACTOR") relating to 4Leaf: Building Safety Professional Services - Master Service Agreement (FY26-27) Services (“Services").

1. Agreement

1.1. 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 by the City Manager, or designee who is hereby authorized to execute any Task Order and issue a Notice to Proceed, without further action by the City Council, provided the Task Order is within the total authority of this Master Service Agreement. Amendments to this Master Service Agreement require City Council approval.

Services may include, but not be limited to:

A. Building Plan Review

B. Certified Access Specialist Professional (CASp) Review

C. California Water Efficiency Landscape Ordinance (WELO) Review

D. Certified Floodplain Manager (CFM) Review

E. Building Official Support Services

F. Rapid Response Services

G. Specialty Services

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.

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1.2. Term of Agreement

A. This Agreement will conclude on June 30, 2027 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.

1.3. 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.

1.4. Compensation

CONTRACTOR shall be compensated, a total value not to exceed $325,000 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 not to exceed 5% or the current year's February change of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Francisco-Oakland-Hayward, CA index, whichever is lower, and must seek CITY's authorization for rate changes. 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.

1.5. 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 in excess of $1,000.00, where prevailing wages are required by 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 City's Public Works Office and may be obtained from the California Department of Industrial Relations website

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[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. If the Agreement exceeds $2,000 and is funded with federal funds, then CONTRACTOR shall pay federal Davis Bacon wages and comply with applicable federal requirements.

B. 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.

C. CONTRACTOR, where applicable, 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.

1.6. 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

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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. **Patent Rights, Copyright, Trade Secrets:** CONTRACTOR 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 contractors 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.

C. **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 artd will survive termination of this Agreement.

D. **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.

E. **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.

F. **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

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Agreement in favor of the CITY and the Indemnitees in the exact form and substance as those contained in this Agreement.

G. **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 al I 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

1.7. 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.

1.8. 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.

1.9. 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

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services, or expenses, except for reasonable administration expenses, incurred by CONTRACTOR by reason of such suspension.

1.10. 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 based on a final invoice from the CONTRACTOR.

1.11. 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 I 101, 1102and1102.1; 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.

1.12. 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:

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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. § l8700(a) (2))

1.13. 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.

1.14. 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.

1.15. 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.

1.16. 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.

1.17. 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.

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1.18. 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.

1.19. 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 during the term of this Agreement.

1.20. 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.

1.21. 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: Stacy Hofacre

Senior Management Analyst

shofacre@ci.benicia.ca.us

To Contractor: Kevin J. Duggan

President

kduggan@4leafinc.com

1.22. 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.

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1.23. 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.

2. Insurance Requirements

2.1. INSURANCE REQUIREMENTS

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated July 1, 2025, by and between 4LEAF, Inc., hereinafter referred to as "Contractor", and the City of Benicia, hereinafter referred to as "City", providing for professional services.

2.2. 1. Contractor's Duty to Show Proof of Insurance

Contractor, 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 Contractor's acts, errors, or omissions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Contractor shall not perform any work under this Agreement until Contractor 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, Contractor 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, Contractor 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. Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or City as an additional insured.

2.3. 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

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for liability arising out of Contractor'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. Contractor 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.

2.4. 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.

2.5. Workers' Compensation Insurance

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

2.6. 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.

2.7. 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.

2.8. Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Contractor, at Contractor'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.

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2.9. Insurance terms and conditions:

3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Contractor shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Contractor 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. Contractor 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 Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor 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 Contractor is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Contractor'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 Contractor'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 Contractor 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 Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor. City, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Contractor agrees to reimburse City for

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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 Contractor 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 Contractor and its Subcontractors shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Contractor's fees under this Agreement (and the fee of its Subcontractors under Subcontractor agreements) shall be reduced by the amount of insurance premiums that may be avoided by Contractor and its Subcontractors 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 Contractor's and Subcontractors policies. Construction Manager and its Subcontractors shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

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

"4LEAF, Inc." By: DocuSigned by: Kevin Duggan 813734D554DD4B5... 6/25/2025

Kevin Duggan

Its: President

"City" By: _____

Its: _____

"Department" By: _____

Its: _____

"City Attorney" By: _____

Its: City Attorney

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Exhibits List

A - Scope_of_Work

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Exhibit A

Scope_of_Work

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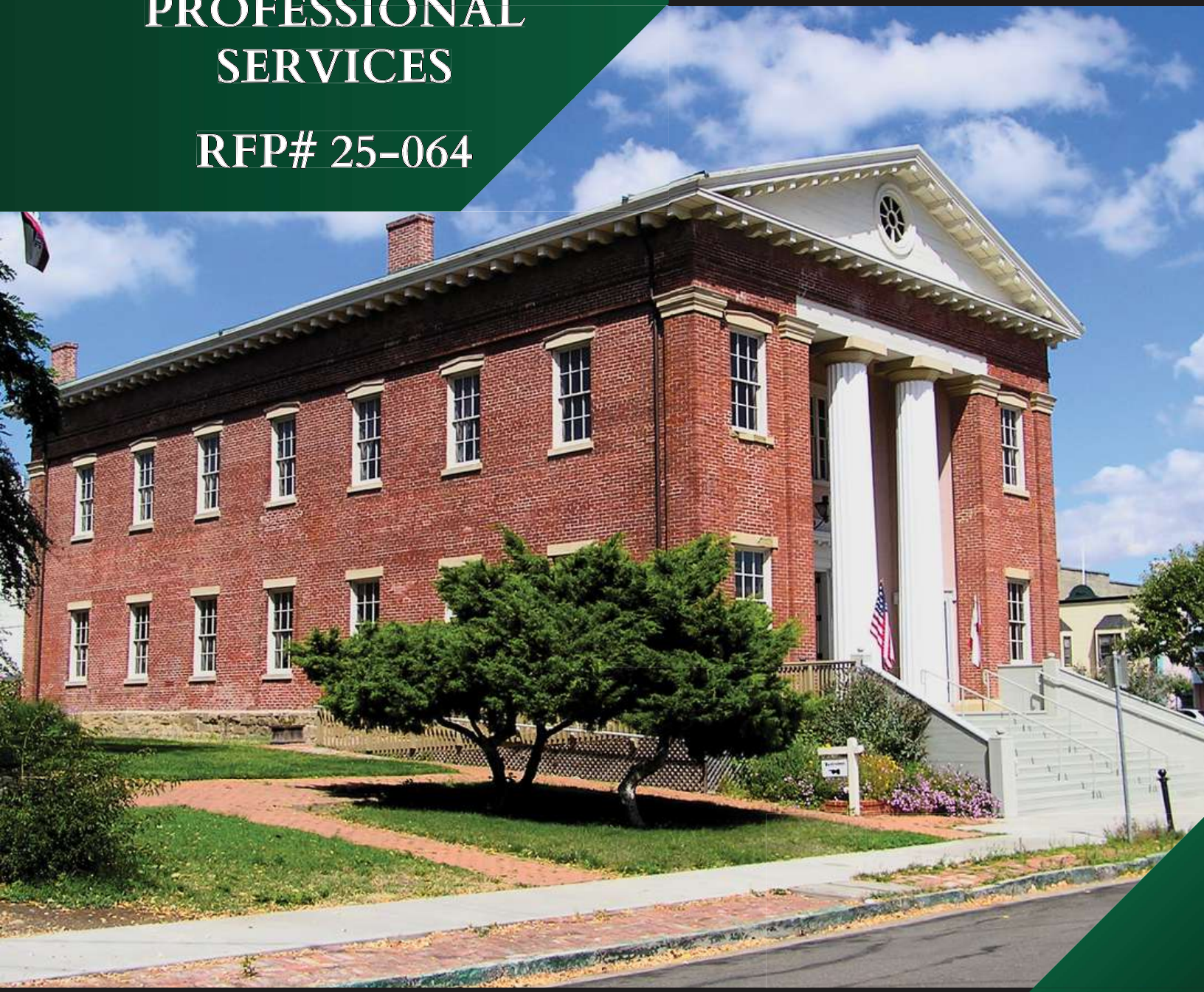
Attachment 2 - 4LEAF - Professional Services Master Service Agreement

PROPOSAL TO PROVIDE ON-CALL BUILDING SAFETY - PROFESSIONAL SERVICES

RFP# 25-064

TO THE CITY OF BENICIA



4LEAF, INC.
2126 RHEEM DRIVE
PLEASANTON, CA 94588
(925) 462-5959

APRIL 14, 2025

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City of Benicia
Community Development Department
250 East L Street
Benicia, CA 94510
Attn: Suzanne Thorsen; Community Development Director, Stacey Hofacre; Permit Services Analyst

April 14, 2025

RE: Proposal to Provide On-Call Building Safety – Professional Services to the City of Benicia

4LEAF, Inc. (4LEAF) is pleased to present our proposal to provide On-Call Building Safety – Professional Services to the City of Benicia (City). 4LEAF has been providing plan check, inspection, and other related services to numerous public clients throughout California for over 24 years. We look forward to the opportunity to provide these services to the City. 4LEAF is uniquely qualified and is an ideal consultant choice for the following reasons:

☑ Familiar Consultant and Local Presence

4LEAF is currently working with the City of Benicia to provide On-Call Building Plan Review, Inspection, and Development Engineering Services. This has allowed us to become familiar with the department's processes and procedures. In addition to serving the City, 4LEAF has provided services to numerous bay area municipalities. As such, our firm has the necessary local staff to address any needs the City may have. Some of 4LEAF's local clients include:

- City of Oakland
- City of El Cerrito
- City of San Leandro
- City of Newark
- City of Union City
- City of Richmond
- City of Pinole
- City of Brentwood
- City of Pittsburg
- City of Berkeley
- City of Walnut Creek
- City of San Pablo
- County of Alameda
- County of Contra Costa
- County of San Mateo

☑ Full-Service Firm

As a full-service firm, 4LEAF can provide departmental services to aid with high project workloads that require additional staff assistance. We provide jurisdictions with Building, Planning, Public Works, and Fire Department services and have qualified staff available to serve the City with remote, on-site, part-time, or full-time project needs. For the scope of this contract, our services include:

- **Plan Review:** 4LEAF is an industry leader in Plan Review services and has a team of Structural Engineers, Accessibility Specialists, and Mechanical/Electrical/Plumbing/Fire Plans Examiners. We provide courier services that guarantee less than 24-hour pickup and delivery of all plan reviews performed off-site, and we also offer electronic and expedited plan review services upon request.
- **Fire:** Our team is comprised of Fire Protection Engineers and Fire Plans Examiners who specialize in Fire/Life Safety Plan Review. 4LEAF also specializes in additional Fire Prevention disciplines such as Fire Inspection, Fire Investigation, Hazardous Materials (HAZMAT), and other related services.

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- **Code Enforcement:** 4LEAF staff have experience working with property owners and other responsible parties to bring properties and conditions into compliance. Our Code Enforcement team is skilled in using processes including issuing administrative citations to establish whether violations of law exist on a property and ensuring compliance.

☑ Management Team Snapshot

Craig Tole: With nearly 20 years of building department experience, Craig has the requisite experience to manage all as-needed requests from the City of Benicia. Craig will ensure that 4LEAF provides curated staff to meet the City's specific plan review and inspection needs.

Lowell Brown: Lowell has over 40 years of experience in the Regulatory Building Industry, working across both public and private sectors. His expertise in code compliance allows clients to rely on 4LEAF for technical guidance, while also understanding the challenges faced by the development team.

Michael Loomis, SE, CBO, CASp, PMP: As 4LEAF's Director of Structural Engineering, Michael is responsible for managing 4LEAF's Plan Review clientele. He will be responsible for all expedited requests, quality control, and performance of critical plan reviews assigned by the City.

Scott Martin, PE: Scott is a veteran plan check engineer with decades of experience providing plan check for various project types. He serves as 4LEAF's Quality Control Manager, playing a vital part in our quality control process and ensuring plan checks meet proper standards.

Vanessa Morales: As Plan Review Coordinator Manager, Vanessa supervises the internal routing and completion of plan reviews. Additionally, she is responsible for the training of 4LEAF's permit technician staff to ensuring staff are prepared to meet the needs of the municipality they are assigned.

☑ Leadership

The contract with the City of Benicia will be managed by Craig Tole and Lowell Brown. Together, they bring over 60 years of experience in the Community Development industry, equipping them with the expertise needed to provide our municipal clients with top-tier staff for their projects and personnel needs.

President	VP, Community Development	4LEAF Local Office
Kevin J. Duggan Office: (925) 462-5959 Mobile: (925) 250-7602 Email: KDuggan@4leafinc.com	Craig Tole Office: (925) 462-5959 Mobile: (925) 580-4055 Email: CTole@4leafinc.com	2126 Rheem Drive Pleasanton, CA 94588 Office: (925) 462-5959 Website: 4LEAFINC.COM

We appreciate this opportunity to present our proposal. If you have any questions or require additional information, please feel free to use the contact information above.

Respectfully submitted,

Kevin J. Duggan
President

Craig Tole
Vice President, Community Development

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PROPOSAL TO PROVIDE

ON-CALL BUILDING SAFETY - PROFESSIONAL SERVICES

TO THE

CITY OF BENICIA

SECTION 1

COVER LETTER

4LEAF, INC

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PROPOSAL TO PROVIDE

ON-CALL BUILDING SAFETY - PROFESSIONAL SERVICES

TO THE

CITY OF BENICIA

SECTION 2

PROJECT ORGANIZATION CHART

4LEAF, INC

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SECTION 2: PROJECT ORGANIZATION CHART

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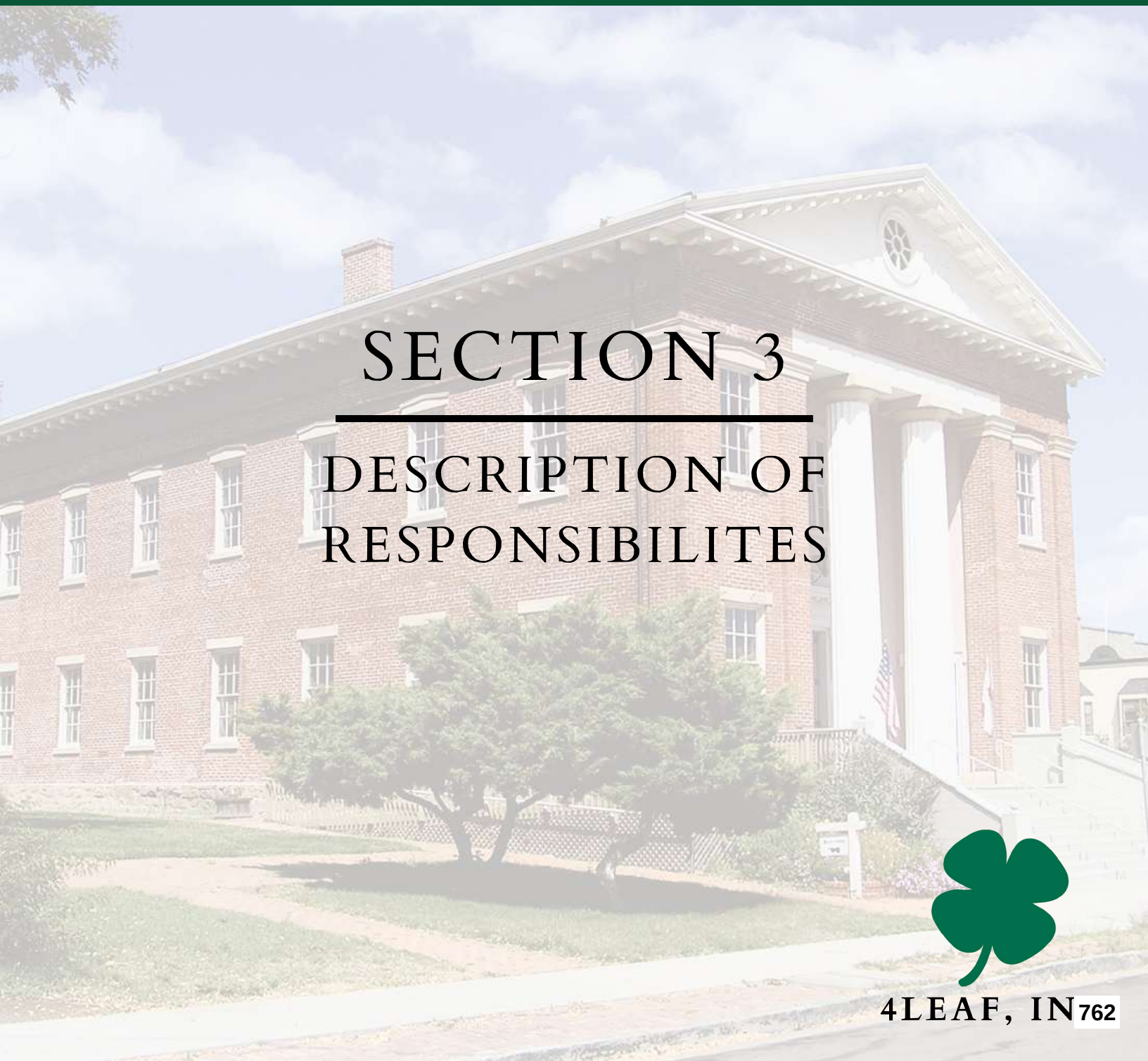
PROPOSAL TO PROVIDE

ON-CALL BUILDING SAFETY - PROFESSIONAL SERVICES

TO THE

CITY OF BENICIA



SECTION 3

DESCRIPTION OF RESPONSIBILITES

4LEAF, INC

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SECTION 3: DESCRIPTION OF RESPONSIBILITIES

We understand that the City of Benicia seeks a qualified firm with the capacity to deliver plan review services for projects of all sizes and complexities. As leaders in the Community Development industry, we are confident in our ability to meet the City's plan review needs.

With extensive experience providing plan review services for a wide range of community development projects, we have a strong understanding of the regulatory frameworks that govern construction in California. Our team includes licensed professional engineers and plans examiners who are well-versed in the requirements of both Federal and State codes, as well as City-specific regulations, ensuring that we can effectively manage and oversee complex construction projects.

Proven Track Record of Timely and Accurate Plan Reviews

4LEAF has a proven history of providing timely, thorough, and precise plan review services. Our approach emphasizes accuracy, clear communication, and collaboration with City staff and applicants to resolve any challenges or discrepancies early in the process. This proactive approach ensures that potential delays are minimized and that all plans are in full compliance with the relevant regulations.

Commitment to Timeliness

Our team is fully committed to ensuring timeliness in all aspects of our work. We ensure initial plan reviews are returned within 10 days, and resubmittal reviews are completed within 5 days, ensuring a swift and efficient process while upholding the highest standards of quality.

Identification and Knowledge of Applicable Regulations

Our team is well-versed in the most current Federal, State, and local regulations that affect Plan Review projects in California. This includes, but is not limited to, compliance with the following:

- California Water Efficiency Landscape Ordinance (WELO) Compliance
- Americans with Disabilities Act (ADA) Standards
- California Building Standards Code (CBSC)
- California Fire Code (CFC)
- City of Benicia Municipal Codes

We will ensure that all plans are reviewed in accordance with the latest versions of these and any other required regulations and that our recommendations and comments are based on these standards.

Additional and Special Services

4LEAF also has the capabilities and understanding to provide additional and specialty services as requested by the City, including Building Official, Fire, and Code Enforcement Services.

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PROPOSAL TO PROVIDE

ON-CALL BUILDING SAFETY - PROFESSIONAL SERVICES

TO THE

CITY OF BENICIA

SECTION 4

TEAM MEMBERS

4LEAF, INC

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SECTION 4: TEAM MEMBERS

Management Team

Craig Tole – Exec. Project Manager / Vice President, Community Development

Craig has served Community Development Departments for the past 20 years under the supervision of the company President. Among Craig's responsibilities include the day-to-day contact with many of 4LEAF's clients in the Building & Safety, Engineering, and Construction Management industries. Craig has successfully managed a multitude of inspection projects ranging from $1 million to $6 Billion. Craig also manages numerous County IOR programs including San Mateo County PDU, Santa Clara County FAF, Alameda County GSA, and Santa Cruz County GSD.

Office - (925) 462-5959 | Cell - (925) 580-4055 | Email - CTole@4leafinc.com

Lowell Brown – Project Manager

Lowell brings over 40 years of experience in the regulatory building industry, having worked in both public and private sectors. His expertise in site development and building systems allows for project coordination that aligns with the best interests of our clients. While managing Architectural, Mechanical, Electrical, and Plumbing plan reviews, Lowell has simultanisly represented 4LEAF on major projects for jurisdictions from Power Generating Stations, Hydrogen Facilities, Chip Manufacturing to Data Centers. His philosophy centers on training and supporting both staff and clients as their liaison to ensure compliance and to maintain flourishing relationships throughout the plan review and construction phase.

Office - (925) 462-5959 | Cell - (925) 890-9979 | Email - LBrown@4leafinc.com

Michael Loomis, SE, CBO, CASp, PMP – Director of Structural Engineering

With more than 28 years of expertise in the industry, Michael has an excellent working knowledge of all types of construction, including architectural, structural, electrical, mechanical, and plumbing systems. Michael is extremely committed and has shown dedication by obtaining multiple certifications through the International Code Council (ICC), and is a Certified Access Specialist, (CASp). Michael is an adaptable leader that quickly identifies departmental issues and solves them by utilizing his ample experience.

Office - (925) 462-5959 | Cell - (831) 620-2305 | Email – MLoomis@4leafinc.com

Pete Roque – National Director of Code Enforcement

Pete brings with him over 19 years of experience in Code Enforcement and has served in the capacities of Code Enforcement Administrator, Code Enforcement Manager, and Community Development Inspector II for multiple municipalities. Pete is proficient in conflict resolution and has a wealth of knowledge in the subjects of permit regulations, City codes, housing investigations, citation issuance, and lien appeals.

Office – (253) 203-3366 | Cell – (562) 569-0098 | Email – PRoque@4leafinc.com

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Scott Martin, PE – Quality Control Manager / Senior Plan Review Engineer

Scott has over 27 years of engineering experience and has performed a multitude of plan review for many different project types including commercial structures, residential structures, schools, hospitals, and various municipal reviews for clients throughout the country. Scott's duties include the review of plans submitted to local jurisdictions, creation and submission of plan review letters, and constant communication with all project stakeholders.

Office - (925) 462-5959 | Cell - (559) 348-7101 | Email – SMartin@4leafinc.com

Vanessa Morales – Plan Review Coordinator Manager

Vanessa serves as 4LEAF's Plan Review Coordinator Manager, supervising the internal routing and completion of plan reviews, ensuring that all projects are handled efficiently and in compliance with regulations. Vanessa is also responsible for training 4LEAF's permit technician staff, equipping them with the skills and knowledge needed to meet the specific needs of the municipalities they serve.

Office – (925) 462-5959 | Cell - (925) 789-9917 | Email - VMorales@4leafinc.com

Agustin (Augie) Cerdan, FPE – Fire Prevention Manager

Augie has over 35 years of experience as a Fire Protection Engineer and has a successful history of holding management level positions. He is extremely knowledgeable about the Fire Prevention industry and also has experience providing building department services. Augie specializes in performing fire-related engineering reviews to ensure compliance with safety ordinances and codes of practice. The knowledge that he's accumulated through his decades of experience in tandem with his hard-working mentality and ability to work others makes Augie a true asset to any team he works with.

Office - (925) 462-5959 | Email – ACerdan@4leafinc.com

On-Call Supporting Staff

Jay Shih, PE, CBO, CASp – Senior Plan Review Engineer / Accessibility Specialist / Building Official

Jay is a Building Inspector, Building Official, Accessibility Specialist, and Construction Manager with over 38 years of experience in the industry. Given his background in various specialties, Jay is an ideal team member who can adapt to any project, team, and municipality he is assigned. He has spent the entirety of his professional career working for public agencies and consulting companies providing highly skilled design, plan review, and construction management for buildings, sewers, storm drains, streets, sidewalk, curb ramps, grading, SWPPP, and WQMPs.

David Rashe – MWELO Specialist / Building Official / Accessibility Specialist

David is a highly skilled and dedicated code professional and project manager, with over 35 years of experience working with municipal building departments. David has held various Building Department positions including Civil Engineer, Chief Building Official, Permit Center Manager, and Program Coordinator. Most recently, David has provided Civil Engineering plan review services to the City of Oakland's Department of Transportation for their 5G project where he oversees all plans including traffic control, small cell, fiber pull, and monument verification.

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Joseph Leonard, SE – Structural Plan Review Engineer

Joseph is a professional and driven licensed professional structural engineer with over 20 years of plan review experience. He has a great understanding of current California Building Standards Codes, especially the Building, Plumbing, Mechanical, Fire, Title 24, CalGreen, and municipal codes of various jurisdictions. Joseph has served in a number of senior positions, providing him with valuable leadership and interpersonal skills. In addition, Joseph has tremendous customer services skills, always leaving clients he works with satisfied. Joseph is a remarkably dedicated and determined team member, and his depth of knowledge makes him an asset to any team he is added to.

Eriselda (Eddy) Nanchy – Senior Plans Examiner

Eriselda is a dependable and talented professional with over 8 years of plans examining experience. She has the knowledge and skills to examine plans and specifications for Residential and Commercial projects to ensure compliance with Residential, Building, Mechanical, Plumbing, Electrical, and Energy codes, regulations, and ordinances. Her most recent assignments have been with the cities of Algona, Port Orchard, South Lake Tahoe, and Sacramento where she's worked on plans detailing single-family dwellings, duplexes, Solar/PV, ADU's, remodels, additions, signage, and TI's. Eriselda has a demonstrated history of working with plans examination, engineering, and public works civil engineering, along with her willingness to expand her knowledge and experience to add to her continued growth in the industry, making Eriselda a valuable asset for any project.

Dan Skubal – Fire Plans Examiner / Fire Inspector / Fire Marshal

With over 24 years of experience, Dan is a certified Fire Marshal, Plans Examiner, Inspector, and Fire Prevention Officer. He brings expert-level skills in fire protection services, specializing in reviewing fire plans, ensuring compliance with safety codes, and resolving complex site and regulatory issues. Dan's extensive experience spans California, where he has collaborated with various teams and departments, showcasing his strong communication and coordination abilities. As a leader, he sets the standard for fire safety professionals, making him a valuable asset to any team or project in need of a highly qualified fire protection expert.

Michael (Mike) Torres – Code Enforcement Supervisor

Michael is a highly efficient professional with 13+ years of customer service experience and 16+ years of related industry experience in working with building departments. Michael is a resolute team player with a strong suit in problem solving abilities, logistical planning, managing projects, and ensuring project completion while working with stakeholders. His professional and scholastic knowledge and experience with Code Enforcement Units has equipped him with the knowledge needed to respond to blight and nuisance complaints, schedule abatement clean-ups in collaboration with code units, and successfully assist in bringing properties into compliance. Michael is a professional guided by his integrity along with his diligence and ensuring tasks are completed efficiently and timely, making him an asset to any department.

Full Resumes, including qualifications, education, and professional certifications, for Management and On-Call Supporting Staff have been submitted to the corresponding questionnaire via the City's procurement portal.

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PROPOSAL TO PROVIDE

ON-CALL BUILDING SAFETY - PROFESSIONAL SERVICES

TO THE

CITY OF BENICIA

SECTION 5

APPROACH

4LEAF, INC

Docusign Envelope ID: 05116BFB-CE69-41B0-B0B3-883BE54E779D

SECTION 5: APPROACH

Plan Review Services

4LEAF will provide Plan Review for any and all types of structures to ensure compliance with all adopted codes, local ordinances (including Tier 1 of Cal Green, if required) and State and federal laws that pertain to Building and Safety, and for compliance with the adopted International Code Council (ICC) Building, Plumbing, Electrical, Mechanical, National Fire Protection codes and standards, and the Accessibility and Noise and Energy Conservation requirements as mandated by the State of California Title 24, State of California Water Efficient Landscape Ordinance, the State of California Certified Access Specialist (CASp) compliance, and all other applicable ordinances. We provide these services for project types including Single-Family Dwellings, large Multi-Family Mixed-Use Dwelling Units, Commercial, and Industrial.

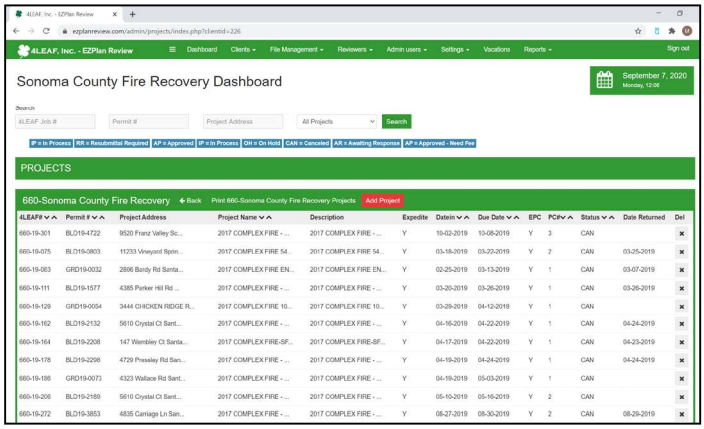
Approach

We understand that the specific building plan review responsibilities will include, but are not limited to:

- Examining plans, drawings, specifications, computations documents, soils reports, and additional data;
- Ascertaining whether projects are in accordance with applicable building and fire codes, and City ordinances, including but not limited to Title 24 and Title 25;
- Performing such reviews as structural, MEP, green building, fire and life safety, grading and drainage;
- Reviewing plans to ensure conformity to the required strengths, stresses, strains, loads, and stability as per the applicable laws;
- Reviewing plans to ensure conformity with use and occupancy classification, general building heights and areas, types of construction, fire resistance construction and protection systems, means of egress, accessibility, structural design, soils and foundations; and masonry;
- Providing additional plan review services as requested by the City;
- Conducting all plan review at the City Department or at a site mutually agreed upon in writing and;
- Supplying all plan review staff with all code books and other basic professional references.

4LEAF's EZPlan Review

EZPlan Review is our in-house tracking software that acts as a communication tool between 4LEAF and the jurisdictions we work with. The use of EZPlan makes communication easy. This web portal allows users visualize project due dates, notes, and status updates so that projects can be followed from start to finish. Additionally, 4LEAF provides electronically stamped and uploaded copies of approved project plans, a value which saves clients time and resources. With the use of EZPlan, 4LEAF hopes to provide a level of ease and transparency during the off-site plan review process.



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QA/QC Review Process

Task 1 – Project Tracking Set-up

The first step of our process will be to set up the project in our system to enable 4LEAF and the City each to track the progress of the review. Our plan tracking procedures are designed to track each submittal throughout the review process and maintain accurate and comprehensive records for each submittal.

Task 2 - Complete Submittal Review

Upon receiving the plans from the City, 4LEAF will triage (preliminary plan review performed by 4LEAF plan review project lead) the submittal to verify that the submittal received is complete (i.e., all pertinent plans, calculations, reports, and other related documents) in order that we can begin our review. If the submitted package is incomplete, we will communicate with the City to discuss the deficient documents needed to proceed with our review.

Task 3 - Plan Review Assignment

After the triage process is performed and a complete package is verified, the project will be assigned to the most qualified Plans Examiner and a turnaround time will be established. We will log each application into our database the same day the plans are received to assure that they are routed in a timely manner and to allow for daily project tracking.

Task 4 - Plan Review

4LEAF will provide the project contact (Developer, Contractor, Architect, or Engineer) desired by the City with a list of any items needing correction and clarification to comply with applicable building codes, ordinances, and regulations. A correction list will be created based on the missing codes and ordinances.

Task 5 - Quality Control

Prior to submitting the plan review correction list to the City, the designated plan review project lead will review the correction list for adherence to applicable codes and ordinances as well as for accuracy and completeness. After completion of our quality control review a correction list will be e-mailed to a designated staff member at the City or as directed by the City. The correction list and a 4LEAF transmittal form will include the following information: a description of the work, type of construction, occupancy group, square footage, number of floors, and sprinkler requirements.

Task 6 - Plan Review Rechecks

Plans received for rechecks will be reviewed for conformance. Our goal is to actively work with the designers to resolve all unresolved issues after our second review. If it appears that there are complicated issues that might cause a project to go beyond our second review, we will communicate directly with the designer to resolve these concerns.

Task 7 - Project Approval

Once the final plan reviews are completed and ready for approval, 4LEAF will organize the plans and supporting documents per the City processing requirements and return them to the City, along with our letter of completion.

Turn-Around Times

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4LEAF has a tremendous reputation for completing projects on-time and under budget. 4LEAF's plan review team is widely recognized for quick turn-around times and prompt service. Off-site plan reviews are performed at our office, with plans transmitted by personal delivery or overnight service. The standard turn-around time is within 10 business days for residential plan reviews and within 10 days for commercial/industrial plan reviews; however, these timeframes are negotiable based on your needs. **4LEAF also provides Fire Plan Review services**.

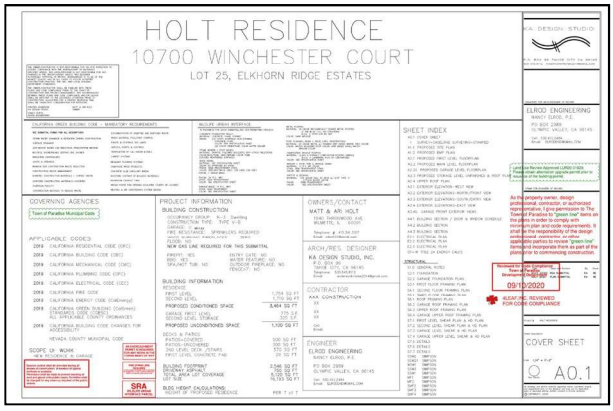
Type of Plans	Transportation	Initial Review	Resubmittal Review	Resubmittal Review #2	Expedited Review	Expedited Resubmittal
*Residential	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
**Multi-Family	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
Commercial	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
***Large Commercial > 15,000 s.f.	< 24 Hours (pick up & delivery)	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable

***Larger complex plan reviews can be negotiated to achieve the best possible pricing. 4LEAF has a proven track record of working with municipalities to provide expedited reviews with special discounted pricing.**

Pick-up of all plans will be performed by 4LEAF staff within 24 hours of the City's phone call or e-mail at no additional cost, 4LEAF staff will transport the plans to and from the City upon a phone call to the 4LEAF office or simply e-mail pickup@4leafinc.com.

Document Control

When plans and documents are received for review, 4LEAF's Plan Review Manager and Document Control Technician analyze the project, creates a job number, and completes a Job Setup Sheet. This form highlights both the jurisdiction, applicable contact information, and all project specific design criteria and notes. Jobs are then transmitted through 4LEAF's easily accessed EZPlan Review Portal which tracks initial and subsequent reviews and is open for view by the client. The City and their customers can view 4LEAF's plan review control log through 4LEAF's EZPlan Review Portal.



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Plans then get distributed for review to a 4LEAF team consisting of Plan Review Engineers, Architect (a licensed state professional) and/or an ICC Certified Plans Examiner, as applicable. Our staff then performs his or her function of analyzing the plans and documentation for effective conformance to the state codes, referenced construction standards, and City amendments. 4LEAF's code review methodology is "The Effective Use of the Codes" reinforced through proprietary and jurisdictional checklists. When complete, the Plan Review Manager overviews the project for quality control purposes and forwards comments or approvals to the client's pre-designated contacts.

On- and Off-Site Review

4LEAF can supply Registered Professional Engineers to the City to work on-site performing structural plan review and non-structural reviews at the jurisdiction's discretion. Our experience includes checking for compliance with the structural, life-safety, accessibility, plumbing, mechanical, electrical, fire, and local codes/ordinances.

Off-Site Electronic Plan Review

Digital plan review allows 4LEAF the ability to review, markup and transport plans of any size electronically. We strongly encourage this service for our clients. This process delivers a high degree of cost effectiveness, time efficiency and a "green" and environmentally friendly system. Through our strong focus on utilizing this digital capability, we offer full access to all 4LEAF engineers and plans examiners company-wide, from any of our office locations. A protected online portal will be established to allow property owners, contractors, developers, businesses, designers, and stakeholders to submit plans electronically for review. Access to the online portal will be given to City staff for immediate access to information regarding project status during the review process.

4LEAF has successfully implemented and used **Bluebeam** for electronic review of files to help eliminate the use of paper and take the plan review workflow to a whole new level. 4LEAF's offices are equipped with large scale monitors for easy review of plans. Bluebeam Revu combines powerful PDF editing, markup, and collaboration technology with reliable file creation. Bluebeam integrates flawlessly with our Green Line approach for electronic and timely turnarounds resulting in permit issuance within 5-7 business days.

Process Mapping

4LEAF aims to bring departmental processes together by identifying and eliminating obstacles to streamline processes. Our subject-matter experts visit each department within a jurisdiction to conduct an analysis of existing processes, identify how best to streamline separate departmental processes to improve workflow, and provide guidance and recommendations on an improved work plan. 4LEAF implementation staff work both on- and off-site during this process and offer extensive training to existing municipal staff members on the use of a jurisdiction's preferred permitting software.

Additional Technologies

Having served more than 400 jurisdictions, 4LEAF and our staff are knowledgeable and have experience working with a variety of different technologies for Electronic Plan Review, Permit Tracking, and Building Inspections. 4LEAF's experience with tracking technologies includes, but is not limited to:

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Building Department Services

4LEAF has a proven track record of providing Permit Technician/Counter staff and Building Officials to jurisdictions. 4LEAF can deploy such staff on short notice and offer training programs for department staff, if required. Our staff encompasses the right combination of experience, education, and certifications.

Permit Technician

4LEAF Permit Technician Staff must be experienced and dedicated to serving the public at the Planning and Building Department counter. 4LEAF has numerous Permit/Counter Technicians on staff, many who are currently assigned to Building Departments throughout the state. All staff will have the materials, resources, tools, and training required to perform the job. Typical Permit Technician duties include:

- Accepting plans for plan check
- Verification that plans are accurate and complete
- Calculating permit fees
- Explaining ordinances and procedures to owners, contractors, developers, architects, and the public
- Assisting with preparation of permit applications
- Receiving plans for Planning and Building permits and route to various agencies (if requested)
- Accepting complaints on code violations, process, and record complaints
- Answering phone calls for field and office staff
- Processing inspection requests
- Maintaining files for building permits
- Operating the Building Department's computerized information system
- Inputting a variety of information, including building permits and inspections
- Completing related duties and responsibilities as assigned by Building Official and Senior staff members

Building Official

The 4LEAF Interim Building Official can provide in-house plan reviews to the City, limiting the amount of projects distributed to outside consultants and helping the City achieve significant cost savings. The Building Official will act as an adjunct staff member to the City and work with City personnel and various departments to perform professional building services including but not limited to plan review, permit technician, building inspection, and code enforcement.

Staff qualifications for this role include evaluating and documenting projects for compliance with applicable building standards and housing codes, on- and off-site plan review, staff augmentation, and other building department related tasks. Proposed staff for this role will be appropriately trained and certified for all work.

Placement Schedule

Building Department Staff	Interim	Full-Time
Permit Technician (ICC Certified)	< 2 Days	< 5 Days
Assistant Permit Technician/ Counter Staff	< 2 Days	< 5 Days
Building Official	< 2 Days	< 15 Days

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Fire Prevention Services

4LEAF understands that the City is seeking a consultant who is highly experienced in providing commercial and residential fire plan review and inspection services. The City would like to contract with a dependable firm who can conduct external plan reviews and provide inspection services as needed by the City in an effort to provide a timely, efficient, and professional service to the needs of the City. Additional services might include professional personnel such as Fire Marshals, Fire Protection Engineers, Fire Inspectors, Fire Prevention Officers, permit technicians, in-house/remote fire plans examiners, and other Fire Prevention personnel as needed. 4LEAF is a qualified fire consultant who can provide:

- ✓ Complete Fire Prevention Services
- ✓ Construction Related Fire Plan Reviews and Inspections
- ✓ Web-based digital platform for Fire Plan Review Permit Tracking
- ✓ Fire Prevention Division Staff Augmentation
- ✓ Annual Fire Inspections
- ✓ Administrative support

Approach

Our Fire team is comprised of experienced Fire Prevention Officers, Fire Inspectors, Fire Investigators, Fire Plans Examiners, Fire Protection Engineers, Fire Marshals, and Fire Chiefs. 4LEAF's Fire Prevention personnel are **professionally licensed, ICC Certified, and/or CSFM Certified** and experienced working within a public and private work environment. Our team can provide complete Fire Prevention services for all types of occupancies and construction types to ensure compliance with all adopted codes, local ordinances and state and federal laws, ordinances, regulations, and standards that pertain to Fire/Life Safety including, but not limited to:

- CA Code of Regulations, Titles 19 & 24
- All NFPA Standards
- Local amendments to the CA Fire Code
- Municipal Codes, Standards, and Policies
- California Health and Safety Code
- National Fire & Building Referenced Standards

4LEAF is a Fire and Life Safety industry leader in Fire Prevention. Our Fire Prevention services include, but are not limited to:

Complete Fire Code New Construction Services:

- Emergency Site Access Compliance
- Fire Flow Water Supply Compliance
- Building Fire and Life Safety Compliance
- Hazardous Materials Code Compliance
- Fire Suppression, Fire Alarm and Gas Detection System Compliance
- Hazardous Occupancies, High Piled Storage, Energy Storage Systems and Plant Processing and Extraction Compliance
- Cause & Origin Investigation
- Emergency Responder Radio Communication System Compliance
- Wildland-Urban Interface Compliance
- Review of Alternative Materials and Methods of Construction
- Review of Performance-Based Code Compliance
- New Construction Acceptance Testing and Inspections
- In-House & Off-Site Plan Review
- Code Adoption

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Complete Fire Prevention Division Services:

- Fire Code Operational Permits
- Annual Business Inspections
- Fire Investigations
- Hazardous Materials Inspections
- Wildland-Urban Interface Compliance
- Codes and Standards Development
- Public Education
- Safety Training
- Special Events Permits

Fire Plan Review

Fire Plans are all reviewed by 4LEAF's Fire Plan Review team for compliance with locally adopted codes and ordinances, State of California Building & Fire Codes, CA Code of Regulations, Titles 19 & 24, and any other applicable nationally recognized standards. We provided these services for all project types including Single-Family Dwellings, large Multi-Family Mixed-Use Dwelling Units, Commercial, and Industrial.

Fire Inspection

4LEAF maintains the largest database of qualified inspectors of varied qualifications. Fire inspectors vary from current full-time inspection staff, idle staff (temporarily between assignments), and pre-qualified staff which include inspectors who are available subject to client demand. 4LEAF's fire inspectors are all ICC Certified and experienced working within a municipal work environment. 4LEAF will provide fire inspectors with all the necessary tools, equipment, and current code books sufficient to facilitate all required inspections.

4LEAF can provide interim or full-time fire inspectors same-day or within one business day — simply call, email, or text our assigned Project Manager for an immediate response. Our on-call database is utilized for all our clients for as-needed requests.

Periodic Fire Inspection Services	→	**Available Next Day**
Part-Time Fire Inspection Services	→	**Available Next Day**
Full-Time Fire Inspection Services	→	**Available Two Days or Less**
Project Specific Fire Inspection Services	→	**Available Two Days or Less**

Fire Investigation

Fire investigations require a unique mix of knowledge, experience, and skills, utilizing a very technical and scientific approach. 4LEAF has qualified Fire Investigators on staff that are able to perform cause and origin investigations to truly determine how a fire was started, regardless of its size or severity. In order to identify the root cause and ignition sequence of a fire, 4LEAF Fire Investigation personnel will collaborate with other professionals to collect, preserve, analyze, and document evidence left at the burn site.

In the event that the origin of the fire is deemed unlawful, 4LEAF is able to equip the City with an experienced investigator that has the ability to assist in any prosecutions, lawsuits, or litigations that may take place. Investigators can assist by providing expert witness testimonies and presenting any evidence discovered in court.

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Code Enforcement Services

Our Code Enforcement personnel are certified through the **International Code Council, CACEO, and various training programs offered through accredited institutions**. In addition, most of our personnel hold a PC832, ICC Property Maintenance and Housing Inspector, and/or CACEO.

4LEAF staff have experience in collaborating with property owners and other responsible parties to bring properties into compliance with regulatory standards. Our team is entrusted with the responsibility of ensuring adherence to local, state, and federal laws, codes, ordinances, and regulations pertaining to various aspects of community development and public safety. Our Code Enforcement team possesses a diverse skill set and expertise covering a wide area, including building construction, zoning, land use, property maintenance, health and sanitation, environmental protection, and public nuisances. Our Code Enforcement team is adept at utilizing various procedural mechanisms, such as issuing administrative citations, investigating potential violations and ensuring prompt resolution while upholding legal integrity. At 4LEAF, our primary goal for our code enforcement team is to promote and maintain the health, safety, and welfare of residents and visitors within the municipality or jurisdiction we serve.

4LEAF Code Enforcement Officers have experience in writing criminal citations and in working with legal counsel to assist in the successful prosecution of Code Enforcement cases either in criminal or civil courts when necessary. We focus on nearly every area of Code Enforcement including, but not limited to, the following categories detailed below.

Scope of Services & Areas of Enforcement

Standard Operating Procedures

4LEAF's Code Enforcement Directors have an extensive history with Cities and Counties in preparing Standard Operating Procedures (SOP's) to ensure consistency while performing code enforcement duties. This will provide guidelines for Code Enforcement personnel to implement and achieve voluntary compliance. These SOP's are specific to each community's needs and we help establish a uniform set of guidelines for consistency and efficiency. Some of these areas include:

- Training guidelines for new Code Enforcement Officers
- Safety guidelines (including Officer Safety Procedures or compliance with SB246)
- Hearings
- Testimony

Blight Enforcement

Our team works to identify and enforce state and local laws pertaining to the maintenance of private property. Through field contact with tenants and property owners, our team works efficiently in providing guidance to address blighted conditions such as overgrown weeds, trash, debris, and graffiti.

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Classroom Training with CEUs

You can often find members of 4LEAF training nationally for organizations such as the International Code Council (ICC), American Association of Code Enforcement (AACE), California Association of Code Enforcement Officers (CACEO), and other nationally recognized affiliations of these chapters. 4LEAF's training leads include Pete Roque, Kenneth Eckman, and Alejandra Molina. Our instructors are nationally accredited and offer Continuing Education Credits (CEUs).

Our trainers currently cover topics such as:

- 10 Most Common Complaints
- Accessible Parking
- ADU Legislation
- Agency Promotion Community Relations
- Banner and Sign Enforcement
- Basic Ethics
- Basic Ethics and Inspections
- Basic Ethics, Authority, and Inspections
- Basic Inspection Protocol
- Basic Report Writing
- Basic Residential Construction
- Blueprint Reading
- Building And Safety Presentation
- Building Blocks for Code Enforcement Officer Success
- Building Code
- Building Inspections and Code Enforcement – A Powerful Duo
- Case Documentation
- Case Management from Start to Finish
- Code Enforcement 101
- Code Enforcement Culture
- Courtroom Testimony and Demeanor
- Dealing With Difficult People
- Effective Communications – Bridging the Gap with External and Internal Customers
- Ensuring Short-Term Rental Reg. Compliance
- Essentials for Short-Term Rental Enforcement
- Ethics
- Hoarding
- Individual Awareness and Preparation
- Inspection Protocol
- Interior Inspections
- Intermediate Communications
- Interview And Interrogation
- Interview And Report Writing
- Investigative Report Writing
- IPMC 2021 or 2018 Exam Prep
- IPMC 2021 Overview
- Landlord Tenant Disputes
- Legal Aspects
- Marketing Your Code Enforcement
- Mobile Vending
- Mold, Lead, Asbestos, & Vectors Enforcement
- Multi-Agency Task Forces
- Officer Safety – Drug Awareness for the Code Enforcement Officer
- Officer Safety – Encountering Mental Illness in the field of Code Enforcement (Self-Care)
- Officer Safety – Field Inspection Protocols for the Code Enforcement Officer
- Officer Safety – Gang Awareness for the Code Enforcement Officer
- Officer Safety – Hazardous Building Safety for the Code Enforcement Officer
- Planning And Zoning Basics
- Property Maintenance

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Community Outreach

4LEAF will review current outreach and engagement initiatives and make appropriate recommendations to the City. Items typically reviewed include:

- Opportunities for involvement in community events
- Creation of pamphlets and marketing material
- Social media engagement
- News media outlets
- Municipal Code Enforcement web page
- Review of frequently asked questions

Department Assessments

4LEAF is working with many Community Development Departments to provide assessments of their code units reviewing closely staffing levels, Standard Operating Procedures (including branding/rebranding, target issues, prioritization of existing Code Enforcement cases, community engagement strategies, written materials such as compliance notices, postings and door hangers, data entry, inspection response time management, and training programs. Additionally, 4LEAF provides in-house assessments and regular meetings with directors and municipal stakeholders for plan implementation and execution.

Hearing Officers

4LEAF has Hearing Officers available for contracted municipalities. Our seasoned officers are trained to understand the existing Municipal Code as well as other adopted codes and make a knowledgeable determination regarding the validity of a violation. Results may include the issuance of fines or granting additional time for compliance for respondents with unusual hardships.

Inspections

4LEAF can provide certified and qualified staff to perform inspections in a lawful manner that respects the reasonable expectations of privacy and security of residents and their properties. Inspections conducted will determine if conditions on the properties are compliant with applicable sections of the current editions of the International Property Maintenance Code (IPMC), Municipal Code, Zoning Code, California Health and Safety Codes, Uniform Housing Code, Uniform Code for the Abatement of Dangerous Building, CA Residential Code, CA Building Code, and trade codes. Upon assignment, 4LEAF's Code Enforcement staff will be ready to respond and provide compliance solutions to code cases, new and existing, with minimal impact to current processes.

4LEAF Code Enforcement Inspectors are qualified to do the following:

- Perform inspections for violations of Building Codes and Ordinances as adopted by the municipality.
- Research properties for prior approvals, permits, and general information relating to violations.
- Investigate and take necessary action when a violation of municipal codes exists.

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- Consult with the City Council as required, when requested by the Code Enforcement Manager/Director, and when escalated enforcement may be required.
- Comply with the City's procedures for reporting inspection results and deficiencies.
- Use City inspection correction forms.
- Complete necessary digital entries that capture site inspection results, case status communications and any documentation of notices provided to responsible parties and stakeholders.
- Conduct follow-up inspections as needed.
- Notify the responsible parties of other agency approvals prior to closing a Code Enforcement action.
- Maintain records as needed for the efficient and effective operation of the City.
- Meet with members of the public and municipal staff on a daily basis as needed.

Short-Term Rental Programs

One of the fastest-growing programs within Code Enforcement Divisions is short-term rentals. 4LEAF assists with compliance with municipal short-term rental ordinances that require property owners to adhere to several rules, including limiting the number of daytime and overnight guests, prohibiting events and amplified sound, and posting specific rules and emergency information, among others. Short-term rentals are presenting challenges within our communities. While these rentals offer unique opportunities for travelers and hosts, they have also brought forth various concerns that warrant immediate attention. Housing availability, neighborhood dynamics, and safety considerations have raised valid apprehensions among residents. 4LEAF understands these issues and is pleased to present a comprehensive scope of services designed to regulate short-term rentals effectively, fostering a harmonious coexistence for all stakeholders involved. Our proposed solution encompasses meticulous research, the development of fair regulations, stringent compliance inspections, and a robust enforcement system to address illegal postings and operations. With these measures in place, we can resolve the prevailing issues and create a sustainable short-term rental ecosystem that benefits the entire community. We look forward to collaborating with you all in implementing this solution and achieving a positive and lasting impact on our neighborhoods. These are scopes of services that we provide, including but not limited to:

1. Research and Analysis: Conducting a thorough study of the local short-term rental market is crucial to understanding the current landscape and potential impact on the community. This data-driven approach enables your jurisdiction to make informed decisions and design effective regulations tailored to your specific needs.

2. Developing Regulations and Policies: Developing clear and well-defined regulations is essential for creating a level playing field for all short-term rental operators. These policies help establish guidelines, standards, and boundaries that ensure the industry operates responsibly, benefiting both residents and hosts alike.

3. Licensing and Registration: Implementing a licensing and registration system ensures that only eligible and responsible operators are allowed to offer short-term rentals. This process helps your jurisdiction track and communicate with operators, making it easier to enforce regulations and ensure compliance with safety and tax requirements.

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4. Compliance Inspections: Regular compliance inspections are vital to guarantee the safety and quality of short-term rental properties. By verifying adherence to regulations, your jurisdiction can maintain community safety, prevent potential hazards, and protect the rights of both guests and neighbors.

5. Enforcement and Penalties: A robust enforcement mechanism, including penalties for non-compliant operators, serves as a deterrent against illegal or irresponsible practices. By imposing consequences for violations, authorities can discourage unlawful behavior and encourage operators to adhere to the established regulations.

6. Data Monitoring and Reporting: Implementing or ensuring that proper documentation is completed is standard operating procedure for 4LEAF. A proper data monitoring system provides insights into the short-term rental market's impact on housing and the local economy. It enables evidence-based decision-making, helping your jurisdiction adjust regulations if necessary and fostering transparency in the regulatory process.

7. Public Awareness and Education: Public awareness campaigns educate both short-term rental operators and residents about their respective rights and responsibilities. By promoting best practices and addressing concerns, these campaigns foster a sense of community understanding and cooperation, reducing potential conflicts.

8. Collaborative Partnerships: Partnering with short-term rental platforms and law enforcement agencies fosters cooperation and facilitates compliance. Data sharing and joint efforts between these stakeholders help streamline the enforcement process and address challenges more effectively.

9. Complaint Resolution: a complaint resolution empowers residents to report issues and complaints related to short-term rentals. Swift and fair resolution of complaints helps maintain harmony within the community and ensures that any problems are addressed promptly.

10. Periodic Review: Regularly reviewing and updating regulations allows your jurisdiction to keep pace with changes in the short-term rental industry and adapt to new challenges or opportunities. This flexibility ensures that the regulatory framework remains relevant and effective in achieving its intended goals.

Lead Abatement

Although lead-based legislation has been around since the 1950s, nationwide regulation was not enforced until 1971 with the introduced of the Lead-Based Paint Poisoning Prevention Act (LBPPPA), which prohibited the use of lead-based paint in residential structures constructed or rehabilitated by the Federal government or with Federal assistance. In 1973, an amendment to the LBPPPA stated that lead-based paint should be removed from pre-1950 housing and structures. Our Code Enforcement team follows the requirements set forth by the State of California to ensure proper lead safe practices are taking place in removal of lead-based paint to protect citizens from exposure.

Additionally, our team participated at the National Healthy Homes Conference in 2022 in Baltimore, MD, where we spoke on the importance of Code Enforcement for Lead Paint Abatement Programs to safeguard communities.

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Massage Parlor Enforcement

This scope can often be utilized for undercover stings with partnering agencies for businesses that not only violate criminal laws but also building code violations, licensing requirements, and potential massage parlor ordinances in the City. Early detection is vital in these cases and steps include background checks and other reasonable means of identification and clearances. Our team has championed programs specializing in identifying and mitigating illegal actions in massage parlors.

Parking Enforcement

4LEAF has the capabilities of providing parking enforcement. This includes:

- Enforcement of state and municipal parking regulations.
- Removal of abandoned and nuisance vehicles from the public right-of-way.
- Issuance of parking citations and review of contested citations.

Policy Review

4LEAF shall review and read current policies and procedures and define policy clearly to set the tone for your municipality's Code Enforcement Program. A clear policy communicates defined expectations to stakeholders whether it's how they handle complaints, how Code Enforcement Officers conduct compliance reviews, or any other aspect that the municipality needs to have communicated and consistently followed. 4LEAF will develop a well-defined user-friendly format.

Program Analysis

4LEAF understands that Code Enforcement is an essential part of a community's public health and safety, providing a regulatory mechanism to ensure the public's overall wellbeing. Addressing the community's concerns in a timely and efficient manner is paramount to a successful Code Enforcement Program. 4LEAF personnel will perform the following:

- Conduct investigative inspections of unpermitted activities.
- Create standard operating procedures, if required.
- Conduct review of all administrative/misdemeanor citations.
- Provide guidance for resolution of high case load along commercial corridors.
- Assist with complex code enforcement cases.
- Provide guidance for resolution of existing cases.
- Provide in-house and/or field training of traditional Code Enforcement protocols.
- Create an outreach plan to address and deter unpermitted vending/commercial corridor violations.

Program Development

4LEAF project managers have experience in working collaboratively with clients to further develop and enhance their Code Enforcement Program when requested. Our project managers are currently working with local jurisdictions to revise and strengthen Code Enforcement Programs to gain voluntary compliance, provide resident education, and effectively communicate with the public. 4LEAF staff takes an approach in recommending, implementing, and executing program assessments, creation of policies and procedures, creation of training manuals for new hires, providing educational materials for the public, providing staff with up-to-date training, teaching current Code Enforcement staff options for compliance using adopted ordinances, and providing

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recommendations to cases that may require specialized expertise that may be sensitive in nature. 4LEAF staff also has designated staff tracking recent legislation to ensure the municipality follows state regulations and clients are aware of upcoming legislation that may affect their Code Enforcement Program.

Project-Specific Assignments

Our Code Enforcement Directors are often brought on board by municipalities to provide consulting for long-standing cases that need a fresh set of eyes and assessment. The Code Enforcement team at 4LEAF will lend their considerable expertise in bringing those difficult cases into compliance. We will review your most challenging cases, assess the work done to date, and confer with the Municipal Code and your department's Standard Operating Procedures. Once our analysis is complete, 4LEAF will provide you with a detailed report of our findings and specific step-by-step strategies to get those cases off the active roster. 4LEAF personnel will be available to speak with stakeholders such as Department Heads, Council, and other elected officials. If necessary, we can also provide Expert Witness Testimony.

Rental Housing Enforcement

Our team will assist with the inspection of residential rental properties on a routine and comprehensive basis to assure the overall quality of the unit meets the requirements of the Health and Safety Code and property maintenance guidelines. This includes educating property owners, property managers, and tenants about those requirements.

Review and Develop SOPs

4LEAF routinely works with Code Enforcement Divisions to review the current Standard Operating Procedures and provide suggestions for enhancing SOPs. Our staff can also help implement and train the existing municipal personnel in these changes. Currently, we are providing these services for California municipalities such as the cities of Escondido, Del Mar, and San Diego.

Staff Augmentation (After-Hours / On-Call Officers)

4LEAF specializes in providing personnel to municipalities on a part-time or full-time basis. At your request, our staff arrives at your door with training opportunities, study materials, company phones, and energy- saving fleet vehicles. When necessary, ***4LEAF is capable of providing Code Enforcement staff outside of normal business hours to improve response times, address code violations, and improve response times and maintain public space integrity***. 4LEAF's Code Enforcement Staff Augmentation personnel categories include:

- Department Director
- Department Manager
- Code Enforcement Manager and Training Officer
- Senior Code Enforcement Officer
- Code Enforcement Officer I & II
- Code Enforcement Coordinator/Technician
- Hearing Officer

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Stormwater Enforcement

4LEAF provides Stormwater Enforcement. This includes the visual inspection of infrastructure dedicated to the management of rainwater. Violations would include having inadequate erosion/sediment controls for property, failing to conduct/document inspections, illegal dumping, overgrowth of vegetation, and flooding.

Substandard Housing

One of the major areas of code enforcement throughout the U.S. is the inspection of Substandard Housing. 4LEAF Code Enforcement Officers routinely inspect and report any violations to housing codes including substandard and uninhabitable conditions, un-permitted construction, unlawfully created units or spaces, inadequate or non-existent heating, accumulated trash and debris, lack of utilities, property maintenance, mold, and rodent/insect infestations.

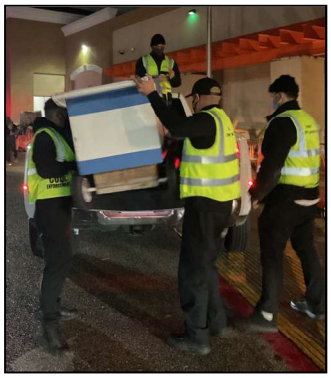
Tobacco Enforcement

These programs ensure that retailers are properly licensed/permitted for the sale of tobacco and such establishments are posting proper notification such as STAKE Act stickers at each point of sale. In addition, we can assist in compliance with work-place smoking and vaping prohibitions.

Vendor Enforcement

In many areas across California, unlawful street vending has become a pressing concern. These vendors, offering a wide variety of products, often operate without adhering to established regulations, leading to challenges such as littering, public right of way obstructions, and unfair competition with authorized businesses. While California has taken commendable steps, such as the introduction of Senate Bill 946 and Senate Bill 972, both of which are designed to regulate and decriminalize certain aspects of street vending, there remains much work to do. Many vendors, driven more by economic desperation than defiance, continue to bypass these regulations, resulting in a surge of potentially unsafe vending operations, many of which are food vendors. This not only jeopardizes public health but also diminishes the state's regulatory efforts.

4LEAF is an experienced solution-oriented firm that recognizes the complexities of this issue. Beyond mere law enforcement, the 4LEAF team understands the socio-economic intricacies driving vendors towards this livelihood. Our tailored programs are designed to address the root causes, ensuring vendors have pathways to legitimate operations while helping jurisdictions maintain public safety and order. Through a partnership with the City, 4LEAF is poised to offer a comprehensive strategy and service that not only aligns with state regulations but also provides sustainable solutions for the challenges of unlawful street vending.



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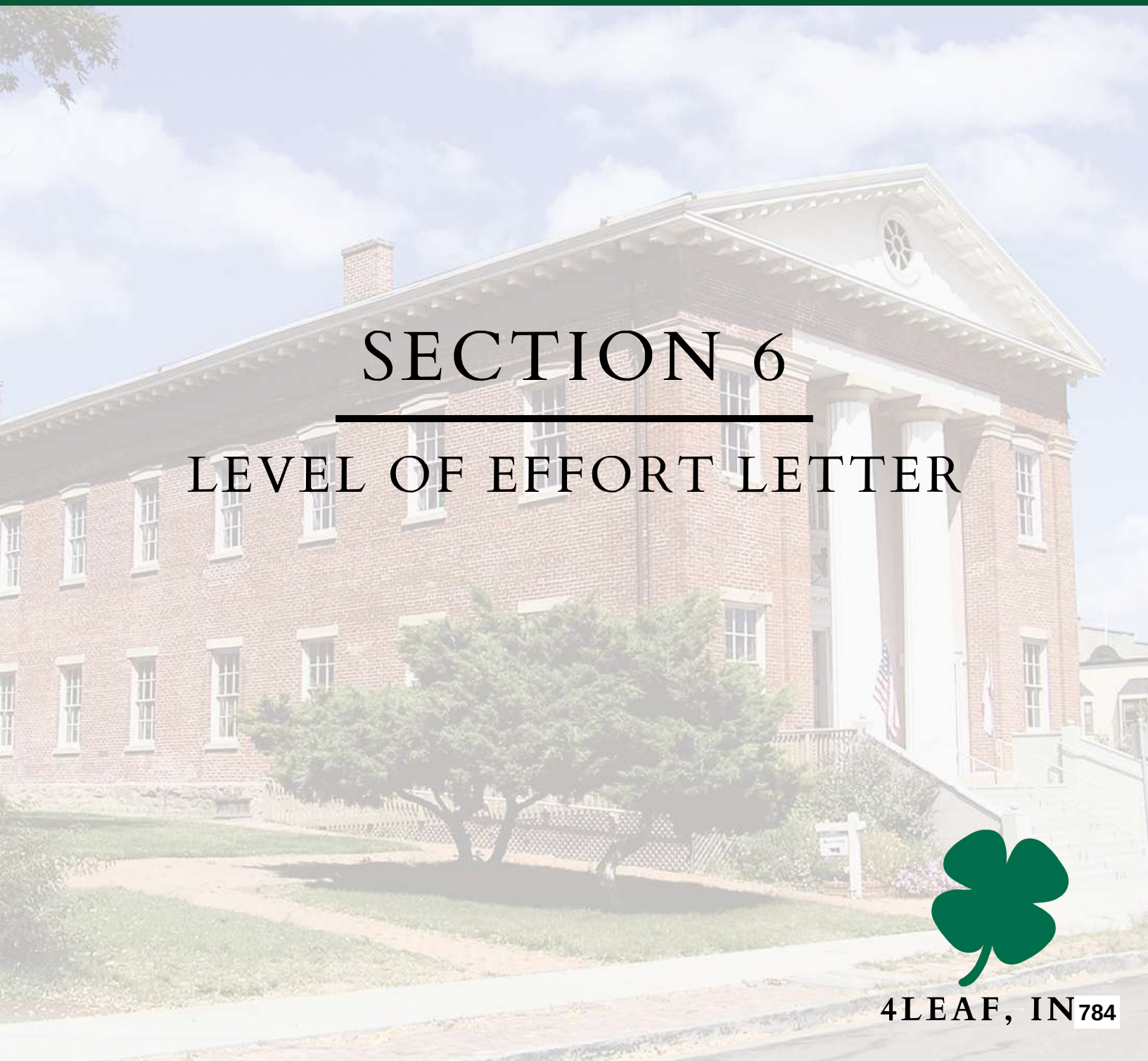
PROPOSAL TO PROVIDE

ON-CALL BUILDING SAFETY - PROFESSIONAL SERVICES

TO THE

CITY OF BENICIA



SECTION 6

LEVEL OF EFFORT LETTER

4LEAF, INC

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SECTION 6: LEVEL OF EFFORT LETTER

Given the on-call nature of this contract, the actual tasks and corresponding hours may vary depending on the specific needs that arise during the term of the agreement. To satisfy the City's request, we have provided a preliminary estimate of level of effort in the itemized spreadsheet below. This includes personnel classifications and estimated hours as a percentage of total time expected. Please note that these estimates are based on current assumptions and are subject to change based on project demands and the scope of work requested by the City throughout the contract.

Name	Personnel Classification	Estimated Hours (Percentage of Time)
Craig Tole	Executive Project Manager	5%
Lowell Brown	Project Manager	10%
Michael Loomis	Director of Structural Engineering	5%
Pete Roque	Director of Code Enforcement	5%
Scott Martin	Quality Control Manger	10%
Vanessa Morales	Plan Review Coordinator Manager	5%
Augie Cerdan	Fire Prevention Manager	10%
Jay Shih	Plan Review Engineer, CASp, Building Official	10%
David Rashe	MWELO Specialist	5%
Joseph Leonard	Structural Plan Review Engineer	10%
Eriselda Nanchy	Plans Examiner	10%
Dan Skubal	Fire Plans Examiner	10%
Michael Torres	Code Enforcement Supervisor	5%

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PROPOSAL TO PROVIDE

ON-CALL BUILDING SAFETY - PROFESSIONAL SERVICES

TO THE

CITY OF BENICIA

SECTION 7

REFERENCES

4LEAF, INC

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SECTION 7: REFERENCES

City of Palo Alto

Plan Review, Permit Technician, Building Official, and Building Inspection Services

Since 2007, 4LEAF has provided several combination inspectors to assist the City staff with routine daily inspections for commercial and residential properties located throughout Palo Alto. Our inspection services vary from full-time to temporary part-time staff to help augment vacation or extended absences to due illness and/or market demand.

Since 2010, 4LEAF has provided on-site plans examiners for the City of Palo Alto. Our Plans Examiners are registered Engineers in the State of California and ICC Certified, who are responsible for reviewing larger projects ranging between $100,000 to $100,000,000 under the direction of the Chief Building Official. Some reviewed and inspected projects include Skype, Stanford Medical Center, Technology Credit Union, and VMware. 4LEAF is currently reviewing and inspecting the following projects:

Public Safety Building, $84 Million (Essential Services Facility)

New three-story, 136,873 SF City of Palo Alto Public Safety Building will have 2 levels of underground parking and will house the Police Department, 911 Emergency Dispatch Center, the Emergency Operations Center, the Office of Emergency Services, and the administration needs of the Fire Department.

Stanford Biomedical Innovation Building, $126 Million

New research laboratory building for Stanford University School of Medicine. Four-story above garage and one below grade for a total of 216,647 SF. Wet-bench research laboratories and associate support spaces, faculty offices and open office spaces workstations, conference rooms and staff amenity spaces.

744 San Antonio Rd., $42 Million

Courtyard by Marriott and an AC Hotel by Marriott. Two, five-story hotels (164,764 SF) hotels offering a combined 294 rooms with surface and underground parking.

ISO 1 Rating

With approximately 13 full-time personnel working in the City, 4LEAF was instrumental in the implementation of the ISO Program achieving the ISO 1 Rating. In March of 2015, Palo Alto became the 8th City in the Country out of 14,000 Building Departments to achieve this status.

Client Name:	City of Palo Alto
Client Contact:	George Hoyt, CBO, Building Official
Contact Telephone:	(650) 329-2368
Contact Email:	George.Hoyt@CityofPaloAlto.org
Date of Service:	2007 – Present

Key Staff
Craig Tole – Project Manager
Scott Martin – Quality Control Manager

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4LEAF, INC.
CONSTRUCTION MANAGEMENT · PLAN CHECK
INSPECTION · PLANNING · CODE ENFORCEMENT

Project Development Unit (PDU) – County of San Mateo

Building and Fire Plan Check, Fire Inspection, and Inspector of Record Services

4LEAF is currently performing Plan Check and Inspector of Record services for multiple projects on behalf of the County of San Mateo's Project Development Unit. This $1.2 billion program consists of up to 18 projects over the course of more than five years. 4LEAF is responsible for the combination building inspections, fire inspections, fire plan check and inspection reports related to all projects including:

County Office Building III – LEED Platinum

The 208,000-square-foot County Office Building III consists of a unique mass timber structure, glulam columns/beams and CLT flooring. The 5-story low-rise building provides business office workspace with exceptional access to daylight, for a variety of county departments including the Board of Supervisors. In addition, there will be assembly spaces on Level One for the Board of Supervisors Chambers and support program associated, press room, conference center, as well as a gym and café.

Regional Operations Center

The new 37,000-square-foot, two-story Regional Operations Center (ROC) will be located on the County Center campus where the motor pool was once located. The Center will house 911 Public Safety Dispatchers, an Emergency Operations Center, and the Office of Emergency Services. The ROC will serve as a hub for public safety responders during major catastrophic events. The building will achieve LEED Silver certification from the U.S. Green Building Council and is the largest project funded to date by Measure K.

Skylonda Fire Station #58

This project consists of a barracks/office building consolidating the functions and operations of two existing structures into a single structure. The building will contain administrative offices and related support spaces, conference and training rooms, a kitchen and dining room, dayroom, dorm rooms, fitness rooms, showers, and restrooms. A new primary vehicular access connection shall be to facilitate improved traffic sightlines and vehicle turning radiuses.

Additional Projects

- Animal Shelter
- Cordilleras
- South San Francisco Health Center
- Parking Structure #2
- San Mateo Medical Center
- La Honda Fire Station
- Portola House
- Pescadero Fire Station
- Pine Street Project

Client Name: County of San Mateo
Client Contact: Adam Ely, Project Manager
Contact Telephone: (650) 224-7119
Contact Email: AEly@SMCgov.org
Date of Service: 2017 – Present

Key Staff
Craig Tole – Project Manager
Scott Martin – Quality Control Manager

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4LEAF, INC.
CONSTRUCTION MANAGEMENT · PLAN CHECK
INSPECTION · PLANNING · CODE ENFORCEMENT

City of Cupertino

On-Call Building Inspection and Plan Review Services

4LEAF performs on-call building inspection and plan review services for the City of Cupertino. 4LEAF has completed numerous residential and commercial plan reviews on behalf of the City.

Apple Park

4LEAF provided the Building, Fire, and Public Works Department Inspection services on the largest private commercial construction project in the Country. 4LEAF was tasked with mobilizing a **project team of more than 20** Building, Fire, and Public Works Inspectors, Project Administration Staff, and Engineering team for this more than **$8 Billion project**. 4LEAF was responsible for coordinating the inspections in relation to the City's permits and ultimately packaging milestones of the project for occupancy approval from the City's Chief Building Official.

- **Main Building –** The Main Building accommodates up to 12,000 employees and comprises approximately 2.8 million square feet.
- **Corporate Fitness Center –** Comprising approximately 100,000 square ft.
- **Corporate Auditorium –** Comprising approximately 120,000 square feet and will hold up to 1,000 people.
- **North and South Parking Structures –** Two above-grade parking structures of approximately 6,000 spaces.
- **Central Utility Plant –** Integrated parking structure and serves all buildings on the Main Building site.
- **Phase 2 Research and Development Buildings –** 600,000 square feet of office, research, and development and two separate above ground parking garages.

Plan Review Services

North and South Parking Structures – 4LEAF reviewed the above grade Parking Garages (2) for Apple Park. The 4LEAF team performed Structural, Architectural, Fire-Life-Safety, Mechanical, Electrical, and Plumbing. The garages included two – 3 story and 300,000 Sq. Ft. structures which included Photovoltaic Array on the rooftops. Both garages will be connected by bridges and spine ramp.

4LEAF was selected to perform inspections for the $2.2 Billion Vallco project. The Vallco project will provide approximately 430,939 square feet of new retail along with 2,402 residential units and 1,981,447 square feet of office with eleven (11) 22-story mixed-use high-rise buildings connected by a 30-acre green roof spanning the majority of the Vallco property.

Client Name:	City of Cupertino
Client Contact:	Sean Hatch, CBO, Chief Building Official
Contact Telephone:	(408) 777-3231
Contact Email:	SeanH@Cupertino.org
Date of Service:	2010 – Present

Key Staff
Craig Tole – Project Manager
Scott Martin – Quality Control Manager

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4LEAF, INC.
CONSTRUCTION MANAGEMENT · PLAN CHECK
INSPECTION · PLANNING · CODE ENFORCEMENT

City of Vallejo

On-Call Building Inspection, Building Official, Permit Support, Planning, Plan Review, Code Enforcement

4LEAF is providing On-Call full Building & Community Development Department services for the City. We are providing on- and off-site plan review for all building codes, including architectural, structural, plumbing, mechanical, and electrical plan check. We currently staff positions including Permit Technicians, Inspectors, Plans Examiners, Planners, and Code Enforcement Officers, ensuring that all project deadlines are delivered as per the City's contract.

Scopes of work include:

- Providing on-call personnel to the Building Department including construction inspectors, building inspectors, building officials, permit technicians, on-site plans examiners/engineers, civil engineers, and code enforcement personnel.
- Providing Building and Civil Plan Review as needed.
- Provide on-call personnel to the Planning Department including Assistant Planners, Planning Technicians, Associate Planners, Senior Planners, Planning Managers, and Planning Directors.
- Reviewing plans and supporting documents submitted for projects.
- Checking for compliance with all applicable codes adopted by the City, including, but not limited to California Building, Mechanical, Plumbing, and Electrical Codes, Uniform Solar Energy Code, and any applicable adopted local amendments, State of California codes or regulations.
- Confirming building use, occupancy, and type of construction, and reviewing construction of buildings and structures to determine satisfaction of safety requirements.
- Coordinating building permit requirements and interfacing with City Departments and other agencies, including but not limited to the Public Works Department and Planning Division.
- Enforcing conditions of approval associated with discretionary permits regarding building and safety regulations, as adopted by the City.
- Providing special inspections by qualified inspectors and conduct investigations as directed by the City, including field and office research and the preparation of letters and/or documents.
- Preparing inspection logs, notice of violations and other documents of building and safety code violation cases for submittal to the City Attorney's office when prosecution action is necessary to obtain compliance with the above codes and regulations.
- Receiving, processing, and issuing building permits and coordinate the plan check and inspection process, including the tracking, routing and storage of building plans and the filing of building permit applications. Input information into the City's computer tracking system.

Agency Name: City of Vallejo
Client Contact: William (Bill) Collins, CBO, CASp, CFM – Chief Building Official
Client Telephone: (707) 648-4522
Contact Email: bill.collins@cityofvallejo.net
Project Dates: 2021 - Present

Key Staff
Craig Tole – Project Manager
Scott Martin – Quality Control Manager

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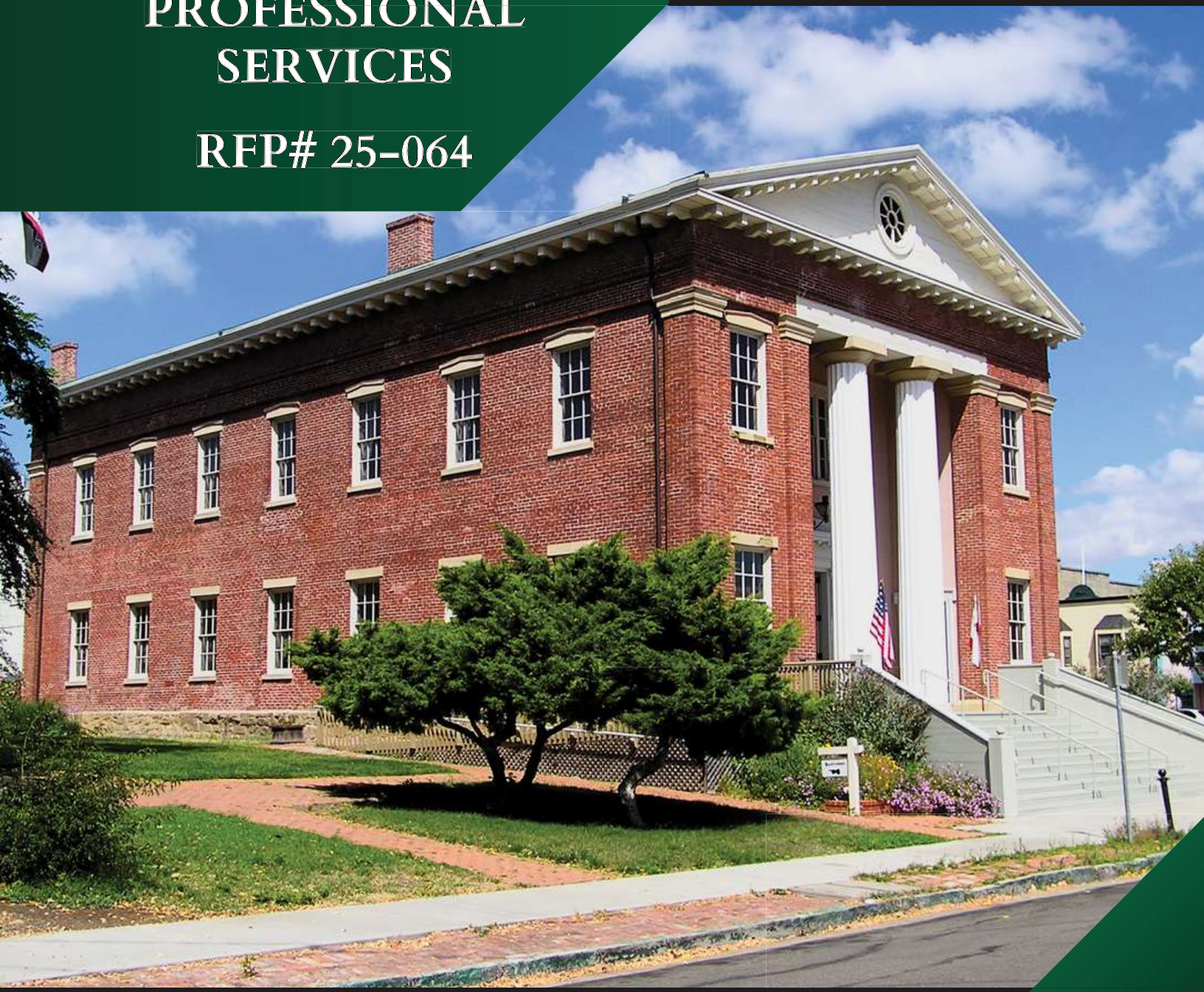
PRICING PROPOSAL TO PROVIDE

ON-CALL BUILDING SAFETY - PROFESSIONAL SERVICES

RFP# 25-064

TO THE

CITY OF BENICIA



4LEAF, INC.
2126 RHEEM DRIVE
PLEASANTON, CA 94588
(925) 462-5959

APRIL 14, 2025

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FEE SCHEDULE

FY2025-2026 FEE SCHEDULE & BASIS OF CHARGES

FOR THE CITY OF BENICIA

All Rates are Subject to Basis of Charges

PLAN REVIEW COST STRUCTURE	NOTES
Plan Review Percentage: 65% *(Inclusive of all disciplines except Fire and Civil which are bulled on an hourly basis)* **Hourly Plan Review**: $142 Structural Review $120 Non-Structural Review	Fee includes: ➢ Initial review and two (2) rechecks. Hourly charges apply after three (3) or more rechecks. ➢ Shipping, courier, and electronic service.

Building

Chief Building Official	$153/hour
Structural Plan Review Engineer	$142/hour
Non-Structural Plans Examiner	$120/hour
Certified Access Specialist (CASp) Inspector	$165/hour
Certified Access Specialist (CASp) Plans Examiner	$165/hour
Floodplain Manager	$145/hour
MWELO Inspector	$120/hour
MWELO Plans Examiner	$120/hour
Senior Combination Building Inspector (Building Inspector III)	$137/hour
Commercial Building Inspector (Building Inspector II)	$115/hour
Residential Building Inspector (Building Inspector I)	$99/hour
Permit Manager	$99/hour
Senior Permit Technician	$81/hour
Permit Technician	$71/hour
Clerk / Administrator	$65/hour
Supervising Inspector of Record	$174/hour
Inspector of Record	$150/hour
DSA Class 1 / OSHPD A Inspector	$180/hour
DSA Class 2 / OSHPD B Inspector	$149/hour
DSA Class 3 / OSHPD C Inspector	$106/hour
TWIC Federal Specialist	$213/hour
Environmental Health & Safety Specialist	$153/hour

Fire

Fire Protection Engineer (FPE)	$213/hour
Fire Prevention Officer	$157/hour
Fire Plans Examiner	$170/hour
Fire Inspector II	$170/hour
Fire Inspector I	$108/hour

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Code Enforcement

Code Enforcement Director	$175/hour
Code Enforcement Manager	$149/hour
Senior Code Enforcement Officer	$133/hour
Code Enforcement Officer II	$118/hour
Code Enforcement Officer I	$99/hour
Code Enforcement Technician	$82/hour
Housing Inspector	$95/hour
Hearing Officer	$155/hour
Principal-in-Charge	$257/hour
Hourly overtime charge per inspector	1.5x hourly rate
Mileage (for inspections performed within the City)	IRS Rate + 20%

Planning

Housing Policy Director	$232/hour
Planning Director	$211/hour
Principal / Planning Manager	$175/hour
Senior Planner	$159/hour
Associate Planner	$128/hour
Assistant Planner	$113/hour
Planning Technician	$98/hour

Project Management

Project Manager	$206/hour
Principal-in-Charge	$288/hour

Engineering, Public Works Inspection, Construction Management (Prevailing Wage)

Civil Plan Review (Grading, Improvement Plans)	$159/hour
Traffic Engineer	$257/hour
Civil Engineer	$206/hour
Construction Manager	$180/hour
Certified Access Specialist (CASp) Inspector (Regular time)	$169/hour
Certified Access Specialist (CASp) Inspector (Nighttime)	$191/hour
Certified Access Specialist (CASp) Inspector (Overtime)	$229/hour
Certified Access Specialist (CASp) Plans Examiner	$169/hour
Public Works Inspector (Regular time)	$156/hour
Public Works Inspector (Nighttime)	$176/hour
Public Works Inspector (Overtime)	(See Basis of Charges – Prevailing Wage)
Public Works Inspector Apprentice	$101/hour
Public Works Plans Examiner	$149/hour

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BASIS OF CHARGES

Rates are inclusive of "tools of the trade" such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- Most plan reviews will be done in 10 business days or less and 5 business days or less for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.
- Expedited reviews will be billed at 1.5x the plan review fee listed in the fee schedule. Return time will be within seven (7) days of receipt of the plans from the City.
- Plan review of deferred submittals & revisions will be billed at the hourly rates listed.
- All plan review services will be subject to a $262.00 minimum fee if percentage-based fee or 2-hour minimum charge if hourly rates apply.
- Larger complex plan reviews can be negotiated to achieve the best possible pricing.
- All plan review services will be subject to 2-hour minimum fee.
- All plan review services are billed on a percentage basis and include the initial review and 2 rechecks.
    - Plan reviews will be billed on an hourly basis only after the initial review and 2 rechecks unless otherwise agreed upon on a case-by-case basis.
    - Fire and Civil Reviews are billed on an hourly basis and are not included in our plan review percentage.
- 4LEAF assumes that these rates reflect the FY2025-2026 contract period. There will be a 3% escalation for each subsequent Fiscal Year. (i.e. FY2026-2027, FY2027-2028, and so forth)
- Overtime and Premium time will be charged as follows:
    - *Regular time (work begun after 5AM or before 4PM)* — *1 x hourly rate*
    - *Nighttime (work begun after 4PM or before 5AM)* — *1.125 x hourly rate*
    - *Overtime (over 8-hour M-F or Saturdays)* — *1.5 x hourly rate*
    - *Overtime (over 8 hours Sat or 1st 8-hour Sun)* — *2 x hourly rate*
    - *Overtime (over 8 hours Sun or Holidays)* — *3 x hourly rate*
- Overtime will only be billed with prior authorization of the Director or other designated City personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Mileage driven during the course of Inspections will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF's liability will be limited to the value of services provided.
- In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.

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BASIS OF CHARGES – PREVAILING WAGE

- Rates shown assume the projects will require compliance with California Prevailing Wage rate requirements and assumes the Client will be filing a PWC-100 Form to the California Department of Industrial Relations (DIR) for the projects.
- Rates for prevailing wage categories are subject to annual escalations in accordance with the bi-annual wage determinations from the California DIR.
- Per the new requirements being enforced under SB 854 and because it is assumed that a PWC-100 Form will be filed by the Client to the CA DIR for each project, 4LEAF is required to notify an authorized Apprenticeship Committee through submittal of a DAS-140 form. We are then required to make an official request to an authorized Apprenticeship Committee for an apprentice by submitting a DAS-142 form. We are not assured the apprenticeship committee will be able to provide a suitable / qualified apprentice for the project. Per the apprenticeship requirements, the hours worked by the apprentice must be in a ratio of 1:5 for apprentice to journeyman hours. 4LEAF will not know the labor classification of the Public Works Apprentice until an Apprentice is dispatched to the site; therefore, the rates for the five Periods listed under the California DIR's Wage determination for Building Construction Inspector were used to determine the range of hourly rates for Public Works Inspector Apprentice.
- Pre-approved Overtime and Premium hours for labor categories subject to Prevailing Wage requirements will be charged per the following:
  - *- Nighttime (work begun after 4PM or before 5AM) 1.125 x hourly rate*
  - *- Overtime (over 8 hour M-F or Saturdays) 1.35 x hourly rate*
  - *- Overtime (over 8 hours Sat or 1st 8 hour Sun) 1.85 x hourly rate*
  - *- Overtime (over 8 hours Sun or Holidays) 2.35 x hourly rate*
- All invoicing will be submitted monthly.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Project-related mileage for inspections will be billed at the allowable IRS Rate plus an additional 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF's liability will be limited to the value of services provided.
- In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.

26-022

PROFESSIONAL SERVICES MASTER AGREEMENT (BUILDING SAFETY - PROFESSIONAL SERVICES)

BETWEEN

CITY OF BENICIA AND

CSG Consultants, Inc.

This Professional Services Master Agreement ("Agreement") is dated July 1, 2025, and is by and between the City of Benicia, a political subdivision of the State of California ("CITY") and CSG Consultants, Inc., a California Corporation located at 550 Pilgrim Drive, Foster City, California 94404, licensed to do business in California, ("CONTRACTOR") relating to CSG: Building Safety Professional Services - Master Service Agreement (FY26-27) Services (“Services").

1. Agreement

1.1. 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 by the City Manager, or designee who is hereby authorized to execute any Task Order and issue a Notice to Proceed, without further action by the City Council, provided the Task Order is within the total authority of this Master Service Agreement. Amendments to this Master Service Agreement require City Council approval.

Services may include, but not be limited to:

A. Building Plan Review

B. Certified Access Specialist Professional (CASp) Review

C. California Water Efficiency Landscape Ordinance (WELO) Review

D. Certified Floodplain Manager (CFM) Review

E. Building Official Support Services

F. Rapid Response Services

G. Specialty Services

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.

1.2. Term of Agreement

A. This Agreement will conclude on June 30, 2027 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.

1.3. 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.

1.4. Compensation

CONTRACTOR shall be compensated, a total value not to exceed $325,000 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 not to exceed 5% or the current year's February change of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Francisco-Oakland-Hayward, CA index, whichever is lower, and must seek CITY's authorization for rate changes. 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.

1.5. 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 in excess of $1,000.00, where prevailing wages are required by 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 City's Public Works 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 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. CONTRACTOR 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 CONTRACTOR shall pay federal Davis Bacon wages and comply with applicable federal requirements.

B. 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.

C. CONTRACTOR, where applicable, 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.

1.6. 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. **Patent Rights, Copyright, Trade Secrets:** CONTRACTOR 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.

C. **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 artd will survive termination of this Agreement.

D. **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.

E. **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.

F. **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.

G. **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 al I 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

1.7. 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.

1.8. 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.

1.9. 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.

1.10. 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 based on a final invoice from the CONTRACTOR.

1.11. 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 I 101, 1102and1102.1; 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.

1.12. 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. § l8700(a) (2))

1.13. 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.

1.14. 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.

1.15. 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.

1.16. 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.

1.17. 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.

1.18. 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.

1.19. 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.

1.20. 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.

1.21. 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: Stacy Hofacre

Senior Management Analyst

shofacre@ci.benicia.ca.us

To Contractor: Cyrus Kianpour

President

cyrus@csgengr.com

1.22. 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.

1.23. 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.

2. Insurance Requirements

2.1. INSURANCE REQUIREMENTS

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated July 1, 2025, by and between CSG Consultants, Inc., hereinafter referred to as "Contractor", and the City of Benicia, hereinafter referred to as "City", providing for professional services.

2.2. 1. Contractor's Duty to Show Proof of Insurance

Contractor, 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 Contractor's acts, errors, or omissions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Contractor shall not perform any work under this Agreement until Contractor 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, Contractor 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, Contractor 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. Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or City as an additional insured.

2.3. 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 Contractor'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. Contractor 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.

2.4. 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.

2.5. Workers' Compensation Insurance

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

2.6. 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.

2.7. 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.

2.8. Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Contractor, at Contractor'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.

2.9. Insurance terms and conditions:

3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Contractor shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Contractor 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. Contractor 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 Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor 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 Contractor is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Contractor'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 Contractor'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 Contractor 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 Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor. City, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Contractor 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 Contractor 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 Contractor and its Subcontractors shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Contractor's fees under this Agreement (and the fee of its Subcontractors under Subcontractor agreements) shall be reduced by the amount of insurance premiums that may be avoided by Contractor and its Subcontractors 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 Contractor's and Subcontractors policies. Construction Manager and its Subcontractors shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

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

"CSG Consultants, Inc." By:_____

Its: President

"City" By:_____

Its:_____

"Department" By:_____

Its:_____

"City Attorney" By:_____

Its: City Attorney

Exhibits List

A - Scope of Work

Exhibit A

Scope of Work

PROPOSAL TO THE

City of Benicia

FOR

ON-CALL PROFESSIONAL SERVICES - BUILDING SAFETY

(RFP #25-064)

April 14, 2024

2150 River Plaza Drive, Suite #255
Sacramento, CA 95833

916.492.2275 phone
916.492.2276 fax

www.csgengr.com

CSG CONSULTANTS

Employee-Owned

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Cover Letter

SECTION 10.1

April 14, 2025

Suzanne Thorsen
Community Development Director
City of Benicia
250 E. L Street
Benicia, CA 94510

Re: Proposal for On-Call Professional Services (Building Safety) – RFP #25-064

Dear Ms. Thorsen,

CSG Consultants, Inc. (CSG) would like to thank the City of Benicia (City) for the opportunity to submit our proposal for on-call building safety professional services. Having provided a variety of engineering services to the City in the past, we look forward to the opportunity to work in concert with the City in any new capacity where our services are needed. CSG offers a talented, dynamic, and experienced team that possesses both the technical expertise and customer service skills to support the City's on-call professional service needs.

We understand the City is seeking qualified firms to provide on-call professional services for building safety, specifically to perform plan reviews during periods of high volume, as well as on-call coverage when Building Division staff is unavailable or vacancies exist. CSG can readily provide all of the requested services with the personnel proposed herein. ***No subconsultants will be used.*** CSG personnel are registered engineers and/or ICC certified, with additional qualifications including CASp, CACEO, and SAP experience and certification. Many of our proposed team members are cross-trained in multiple service levels, enabling delivery of efficient, seamless services and the ability to respond to the City's fluctuating needs. We understand the scope of work to include:

- *Building Plan Review*
- *Certified Access Specialist Professional (CASp) Review*
- *California Water Efficiency Landscape Ordinance (WELO) Review*
- *Certified Floodplain Manager (CFM) Review*
- *Building Official Support Services*
- *Rapid Response Services*
- *Specialty Services (Code Enforcement, Fire Protection, etc.)*

CSG, an employee-owned company, currently furnishes building and safety, public works, fire prevention, code enforcement, planning, and other services municipal services to over 250 public agency clients throughout California. For more than 30 years (since 1991), we have had a solutions-oriented approach to our work, leveraging our team's depth and breadth of experience and technical expertise to address code compliance challenges for our clients. In addition to our prior work with the City, CSG also provides similar services to regional client agencies that include the Cities of Richmond, Alameda, South San Francisco, Brisbane, Mill Valley, Hayward, Albany, Elk Grove, Sacramento, and Mountain House.

Brian Frenger, CBO, will serve as the primary point of contact for the City on all correspondence and communications pertaining to the requested services. His contact information is provided below:

> **Brian Frenger, CBO,** Regional Building Services Director
> (530) 300-0322 ***Mobile*** | (916) 492-2275 ***Office*** | brianfrenger@csgengr.com ***Email***

We greatly look forward to the opportunity to continue to partner with the City in serving the community of Benicia together.

Sincerely,

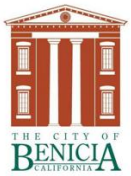
Cyrus Kianpour, PE, PLS
President, CSG Consultants, Inc.

CSG CONSULTANTS
Employee-Owned

Project Organization Chart

SECTION 10.1.2

Brian Frenger, CBO, CSG's Regional Building Services Director, will serve as the primary point of contact for the City. **No subcontractors will be utilized for this project.**



PROJECT MANAGEMENT

Brian Frenger, CBO
Regional Building Services Director

BUILDING & CASp PLAN REVIEW

Thomas Pallinger
Senior Plans Examiner

Randy Brumley, PE
Senior Plan Check Engineer

Miroslav Lhotsky, SE, CBO, MPA
Senior Plan Check Engineer

Bounmy Soumountha, SE, CBO
Senior Structural Engineer

Shweta Prakash, PE, CBO
Senior Principal Plan Check Engineer

Christine Jansen, PE
Principal Plan Check Engineer

Darcey Messner, PE
Senior Plan Check Engineer

Rajesh Vangala, CBO, CASp
Principal Plans Examiner

Linh Tran, PE, CASp
Principal Plan Check Engineer

Helen Chiu, PE, CASp
Senior Plan Check Engineer

David Nesbet, PE
Senior Plan Check Engineer

Kit Wong
Principal Plans Examiner

Lily Hallett, CASp
Associate Plans Examiner

RAPID RESPONSE SERVICES

Brian Frenger, CBO, SAP
Regional Building Services Director

Chai Lor, SAP
Inspection Services Manager

Jerry Schnell, SAP
Senior Building Inspector

Christian Brown, SAP
Building Inspector II

Juan Serrano, SAP
Building Inspector

Earl Jeremiah, SAP
Building Inspector

Mike Brinkman, CBO, SAP, CASp
Senior Building Inspector

Steven Davis, SAP
Senior Building Inspector

Babak Madini, SAP
Permit Technician

Harry Calilong, SAP
Permit Technician

Kathy Lau, SAP
Permit Technician

Ray Sandoval, SAP
Senior Building Inspector

BUILDING OFFICIAL

Mike Leach, CBO
Deputy Building Official

WELO REVIEW

Wayne Carvalho
Principal Planner

CFM REVIEW

Babak Kaderi, CFM
Senior Project Manager

FIRE PLAN REVIEW

George Apple, CFM
Vice President of Fire Services

Morten Myers
Fire Services Specialist

Barbara Easter
Fire Services Specialist

Bryan Clark
Fire Services Specialist

Kurt Johnson
Fire Services Specialist

CODE ENFORCEMENT SERVICES

Lee Holt, CCEO
Code Enforcement Manager

Gary Kornahrens, CCEO
Code Enforcement Supervisor

Thomas Mlady
Code Enforcement Officer I

Description of Responsibilities

SECTION 10.1.3

RELEVANT PROJECTS – BUILDING SERVICES

The following is a small sampling of projects for which proposed CSG staff have provided services for directly related to the scope of work:

SUNNYVALE CIVIC CENTER | CITY OF SUNNYVALE, CA

Building Plan Review, Fire Plan Review & CASp (2022-2023)

CSG provided building plan review, fire plan review, and CASp review for the Sunnyvale Civic Center, a 4-story, 117,000 square foot structure that will serve as Sunnyvale's new city hall. The project received an LEED Platinum rating and a Net Zero carbon footprint—the first city hall in the nation to be recognized for attaining both of these standards–and is now recognized as **"America's Greenest City Hall."** The all-electric building is powered by roof-top solar panels, but also features floor-to-ceiling bird-safe windows, light wells and a unique orientation that allows for maximum use of natural light. The new city hall also includes a revamped public safety emergency operations center, with plans to add six acres of public open space, an outdoor amphitheater, and an expanded library. The project was divided into six phases—with CSG being heavily involved in plan reviews for each phase. Throughout each step in the process, CSG helped ensure that all required building, mechanical, electrical, plumbing, and accessibility requirements were met in all six phases. Before the building ever opened to the public, it was recognized as one the Business Journal's 2022 Structures for public/civic projects.

GOOGLE BORREGAS OFFICE | CITY OF SUNNYVALE, CA

Building Plan Review (2021-2022)

CSG provided building plan review services for Google's new office at 1265 Borregas Ave. in Sunnyvale, CA. This 182,500 square foot, 5-story office building is the first mass timber structure in Google's expansive Sunnyvale campus and features a curtainwall façade that will allow the public to view the wooden ceilings. CSG also performed plan review services for the parking lots (1190/1196 Borregas Ave.) that will serve Google employees and visitors at this office location.

CITYLINE | CITY OF SUNNYVALE, CA

Building Plan Review (2021-2024)

CSG is providing continuous building plan review for the Cityline development in downtown Sunnyvale. Structures CSG has provided plan review for to date include:

- **Building 3A (200 W. Washington Avenue)**: Two 7-story core/shell structures, constructed over two levels of below-grade parking. The buildings will house retail space, a lobby, office, and support space and the ground floor level and include office and flex space on the second level.
- **Block 3 South (200 S. Taaffe Street):** Two new 12-story mixed-use apartment buildings that feature a restaurant and retail space on the ground floor, as well as residential amenities and a publicly accessible plaza. The structures will provide 479 residential units, in addition to 470 residential parking spaces that are located in the two basement levels. One unique feature about the project was incorporating five existing heritage redwood trees into the design.
- **Building B (300 S. Mathilda Avenue):** A new 90-foot tall structure that consists of three parking levels, 12,767 square feet of ground level retail, and 153,488 square feet of office space that spans four levels.

MADRONE TERRACE HOUSING & COMMUNITY CENTER | COUNTY OF ALAMEDA, CA

Building Plan Review (2023)

CSG is providing building plan review for the Madrone Terrace Housing and Community Center in the County of Alameda. The project includes building 79 affordable housing units in a 5-story building and features Type IIIA and Type IA construction. The 38,100 sq. ft. site will also include a 9,400 sq. ft. community center and a 2,800 sq. ft. daycare in addition to the residential units—serving occupancy groups R-2, A-3, and E. One of the unique features of the Madrone Terrace Housing & Community Center is a culvert that splits the building at the foundational level.

ALAMEDA LANDING | CITY OF ALAMEDA, CA

Building & Fire Plan Review (2022-2023)

CSG performed building and fire plan review for this large 72-acre development in the City of Alameda which includes 285 single-family homes, townhomes and condominiums, a 50,000 sq. ft. waterfront district of mixed-use/commercial space, and a shopping center featuring a Target and Safeway grocery store. An example of CSG's plan review work includes review of 9 different townhome condominium buildings arranged into 4-plexes, 5-plexes, 6-plexes and 7-plexes. The condominiums include both 2-story (accessible) units and 3-story units. Construction is type V-B occupancies including R-2 and U. All buildings are sprinklered per NFPA 13.

BELLARA SENIOR LIVING COMMUNITY | CITY OF HAYWARD, CA

Building Plan Review (2021-2023)

CSG is providing building plan review for the Bellara Senior Living Community, a five-story licensed residential care facility for the elderly. The facility features 29 memory care guest rooms, 127 assisted living units, common amenities, a back of house area, and an outdoor courtyard. CSG performed initial plan reviews and continues to review deferred submittals that include fall protection systems, seismic anchorage calculations, and bolt-on balconies.

POLICE/FIRE DISPATCH FACILITY | COUNTY OF SAN LUIS OBISPO, CA

Building Plan Review (2024)

CSG provided building plan review for a new 19,500 square foot dispatch facility that will house the San Luis Obispo County Sheriff and CAL FIRE SLO personnel. The facility replaces two antiquated dispatch centers that were reaching capacity and had little room for expansion—while also allowing both Sheriff and CAL FIRE staff to serve the citizens of the County under the same roof. The new facility will centralize dispatch functions and help reduce the time it takes to process both routine calls and major incidents. The County anticipates construction to be completed in the Fall of 2024, and is aiming to be fully operational by Spring of 2025.

POLICE STATION/HEADQUARTERS | CITY OF LOS BANOS, CA

Building & Fire Plan Review (2022-2023)

CSG provided building and fire plan review for the Los Banos Police Station, a 28,000 square foot facility that is expected to be completed in Fall 2023. The new headquarters will include a dispatch center, community outreach/meeting space, and house divisions that include the police department, code enforcement, and detectives. Additional space within the facility includes a briefing room, evidence storage area, locker rooms, a training room, sleeping headquarters and multiple conference rooms. CSG is also providing building and fire plan review for deferred submittals that include a radio tower, impound building, light gauge metal stud framing, and sprinkler systems.

SIERRA POINT PARKWAY DEVELOPMENT| CITY OF BRISBANE, CA

Building & Fire Plan Review, Building Inspection (2000-Ongoing)

CSG has provided building/fire plan review services and inspection for numerous structures in the Sierra Point Parkway since 2000. Currently, CSG is performing building and fire plan check for the Sierra Point Towers project in Brisbane, CA. This 422,000 square foot biotechnology campus consists of three new buildings and a parking structure that will be located north of Sierra Point Parkway and west of Marina Blvd. Below is a brief description for select projects CSG is performing building plan review and building inspection for:

- **SIERRA POINT TOWERS – BUILDING 1:** CSG is providing building and fire plan review, as well as building inspection for Building 1 of the Sierra Point Towers project—a 14-story, 494,340 square foot structure that is located near the northern boundary of the project site.
- **SIERRA POINT TOWERS – BUILDING 2:** CSG is providing building and fire plan review, as well as building inspection for Building 2 of the Sierra Point Towers project—a 9-story, 317,000 square foot structure that is located near the eastern boundary of the project site.
- **SIERRA POINT TOWERS – AMENITY BUILDING:** CSG is providing building plan review and building inspection for the Amenity Building portion of the Sierra Point Towers project, a 2-story building totaling

40,000 square feet. The Amenity Building is located near the southwest corner of the project site and is being built on the site of an existing parking lot.

- **SIERRA POINT TOWERS – PARKING STRUCTURE:** CSG is providing building and fire plan review, as well as building inspection for the proposed 12-story parking structure that will allow vehicle access from both Sierra Point Parkway and Marina Boulevard. The new structure features 3,771 parking spaces and will be located at the site of an existing parking garage after demolition is completed.

GENENTECH DEVELOPMENT | CITY OF SOUTH SAN FRANCISCO, CA

Building Plan Review, Building Inspection (1991-Ongoing)

CSG has been providing building plan review and inspection services for all of the Genentech corporate headquarters campus buildings since 1991. This campus-wide project consists of over 3.6 million sq. ft. of office, research & development and manufacturing operations space spread across over 59 buildings. CSG helped coordinated pre-construction meetings to clarify and resolve all matters prior to plan submittal; provided building plan review services and 24/7 on-call building inspection services; and coordinated and resolved construction issues between the City, project engineer, Genentech project manager and special inspector(s). Notable recent projects include:

- *Campus wide refrigeration water and hydrocarbon upgrade*
- *Building 34 – New four-story employee center totaling 71,672 sq.ft.*
- *Building 35 – New seven-story office building, totaling 255,000 sq.ft.*

FULL-SERVICE BUILDING DEPARTMENT | CITY OF ELK GROVE, CA

Building Official, Deputy Building Official, Building Plan Review, Permit Counter, Inspection

CSG staffs a full-service Building Department for the City of Elk Grove, which includes a Building Official on-site 5-days per week to perform administration and management of plan review, permit counter, and field inspections. CSG's staff provides coordination with the CMO, CDD, Public Works, Engineering, Fire, Code Enforcement, Planning, and Economic Development. Additional Building Department personnel and/or services CSG provides to the City include:

- **Deputy Building Official:** On-site 5-days per week, responsible for the day-to-day field inspection assignments, customer inquiries at the counter/via email, and light plan review.
- **Plan Review:** On-site one day per week, with full-time offsite plan review of all projects.
- **Public Counter Permit Services:** On-site 5 days per week, CSG staff processes all building applications and issues all permits. Additionally, CSG staff provide customer service at the counter and coordinate with applicants and developers via phone and email.
- **Field Inspection:** CSG staff provide field inspections for all residential and commercial permits (5 days per week).

FULL SERVICE BUILDING DEPARTMENT | CITY OF LOS BANOS, CA

Building Plan Review, Building Official, Deputy Building Official, Inspection, Permit Counter

CSG provides a full-service Building Department to the City of Los Banos. This includes a Building Official who oversees the operations of plan reviewers, permit technicians, and inspectors. Depending on workload, CSG has provided various support staff to supplement the Building Official, including a Deputy Building Official, field inspectors, and permit technicians. Plan review for small projects is conducted on-site by the Deputy Building Official and qualified CSG staff. All other plan review is performed off-site by CSG's experienced team of plan reviewers.

RELEVANT PROJECTS – CODE ENFORCEMENT SERVICES

The following is a small sampling of similar projects and/or client agencies for which CSG has provided code enforcement services:

CODE ENFORCEMENT SERVICES | MULTIPLE JURISDICTIONS, CA

Staff Augmentation (2006-Ongoing)

CSG has and continues to provide Code Enforcement Officers to a wide variety of jurisdictions throughout the state. Our work has included inspections, investigative work, and enforcement to ensure public health and safety, including responsive calls for service, various forms of documentation, preparing and processing of all needed correspondences, providing accurate records, and follow up with stakeholders. Our highly qualified staff also interpret, and enforce provisions of the Municipal Code, including the Zoning, Housing, Building, Nuisance and Property Maintenance codes, along with state and other local codes. We have also provided council presentations and updates supporting the impactful work delivered within those communities.

GENERAL CODE ENFORCEMENT | TOWN OF WOODSIDE, CA

Staff Augmentation (2012-Ongoing)

This is one of many instances where CSG provides a Code Enforcement Officer to support and enforce local ordinances. This includes inspections and investigative work that ensures public health and safety, in addition to resolving other or nuanced complaints and violations. This includes responding to citizen calls for service, documentation, preparing all needed correspondence, maintaining accurate records and following up with stakeholders. Our highly qualified staff also interpret and enforce provisions of the Municipal Code, including the Zoning, Housing, Building, Nuisance and Property Maintenance codes.

CODE ENFORCEMENT TRAINING OFFICER | CITY OF GUSTINE, CA

Staff Augmentation (2018)

CSG staff served as a training officer for their code enforcement staff in the City of Gustine. Training of their new officers included addressing municipal code interpretation, inspections, investigations, case management, officer safety practices, business licensing, handling citizen complaints, and exercising sound decision-making at all times.

ACTING CODE ENFORCEMENT SUPERVISOR | CITY OF MODESTO, CA

Staff Augmentation (2022-2023)

CSG staff served as the interim Code Enforcement Supervisor for their Neighborhood Preservation Unit in the City of Modesto. Duties included assisting with case management, officer training, departmental coordination, officer and case management oversight, assessing and helping improve response times, staff morale, and overall improvement to program functions.

"AGED CASES" | CITY OF CAMPBELL, CA

Specialty Program Staff Augmentation (2017-Ongoing)

CSG has a long standing relationship working with the City to focus on the management and closure of older cases. Many of these cases have complexities that include incomplete records, multiple changes in ownership, cross-platform violations, and other challenging characteristics. These cases have required the experience of a veteran officer due to the high level of finesse needed to manage non-compliant responsible parties. A significant number of cases required direct coordination with and approval of various departmental City staff. Our officer has coordinated with outside resources (e.g., County agencies), created a new collaborative model and unified partnership with Building and Planning Departments, and represents the Community Development Department as a seamless extension of the City. CSG's code enforcement officers' work for the City of Campbell has resulted in a substantial caseload reduction and has been able to successfully close "unsolvable" cases.

Through this assignment, CSG has been able to showcase its diversity in problem solving, diplomacy, ability to work with a community, beneficial coordination, organizational approach, supportive documentation abilities, and a capacity to effectively tailor services for communities with distinct needs.

MASSAGE PROGRAM IMPLEMENTATION AND MANAGEMENT, HOUSING INSPECTION, GENERAL CODE ENFORCEMENT | CITY OF SAN RAFAEL, CA

Program Management and Staff Augmentation (2013-Ongoing)

CSG's Code Enforcement staff has assisted the city in the development and ongoing implementation of its highly successful Massage Inspection Program (MIP). The program provides full administrative services in managing and monitoring all permitted massage businesses in San Rafael, and addressing unpermitted activities. This is done in combination with specialized inspections: initial inspections, annual inspections, compliance inspections, sting operations, and after-hour & weekend inspections. Additionally, the staff coordinates the following administrative duties on the City's behalf: new-business intake and certifications, employee registrations (including credential verification), public education, permitting, and issuance of administrative citations. Additionally, we have also provided full service support for City's Housing Inspection Program (HIP), Residential Building Record (RBR) program which addresses current property status in resale situations (and addresses unpermitted construction), and general code enforcement support.

SHORT-TERM RENTAL PROGRAM ENFORCEMENT | COUNTY OF VENTURA, CITIES OF MONTEREY AND SAUSALITO, CA

Program Management and Staff Augmentation (varied from 2016-Ongoing)

CSG provided short-term rental enforcement for the County of Ventura and City of Sausalito, and has a long and continuing partnership with the City of Monterey since 2015. Our inspectors specialize in enforcing short-term rental regulation, as well as proactively identifying rental properties that are in violation. We have handled a large cases that requires taking the appropriate steps through the administrative process and issuance of administrative citations.

PROGRAM ASSESSMENT SERVICES | SAN JOAQUIN COUNTY, CA

Program Review and Training (2020)

CSG performed a comprehensive program evaluation to examine processes to improve operational benchmarks and efficiency. This effort included a thorough review of services and interactions with collaborative departments. A formal report encapsulating the findings and recommendations was provided to the agency for reference.

COMMUNITY DEVELOPMENT BLOCK GRANT | CITIES OF LOS BANOS, LIVINGSTON, CA

Program Management and Staff Augmentation (varied from 2016-2023)

CSG provided Community Development Block Grant (CDBG) sponsored inspection services and assistance, including general code and vehicle abatement support services in the cities of Los Banos and Livingston. Our inspectors effectively specialized in resolving blight and nuisance complaints in these cities by concentrating inspection and nuisance abatement services within the low to moderate income census tracts in block grant cities.

Team Members

SECTION 10.1.4

ROLES OF KEY PERSONNEL

PLAN REVIEW
Thomas Pallinger (Senior Plans Examiner)
Randy Brumley, PE (Senior Plan Check Engineer)
Miroslav Lhotsky, SE, CBO, MPA (Senior Plan Check Engineer)
Bounmy Soumountha, SE, CBO (Senior Structural Engineer)
Shweta Prakash, PE, CBO (Senior Principal Plan Check Engineer)
Christine Jansen, PE (Principal Plan Check Engineer)
Darcey Messner, PE (Senior Plan Check Engineer)
Rajesh Vangala, CBO, CASp (Principal Plans Examiner)
Linh Tran, PE, CASp (Principal Plan Check Engineer)
Helen Chiu, PE, CASp (Senior Plan Check Engineer)
David Nesbet, PE (Senior Plan Check Engineer)
Kit Wong (Principal Plans Examiner)
Lily Hallett, CASp (Associate Plans Examiner)
MODEL WATER EFFICIENCE LANDSCAPE ORDINANCE (MWELO) REVIEWS
Wayne Carvalho (Principal Planner)
CERTIFIED FLOODPLAIN MANAGER (CFM) REVIEWS
Babak Kaderi, CFM (Senior Project Manager)
BUILDING OFFICIAL SUPPORT SERVICES
Mike Leach, CBO (Deputy Building Official)
RAPID RESPONSE SERVICES
Brian Frenger, CBO, SAP (Regional Building Services Director)
Mike Brinkman, CBO, CASp, SAP (Vice President of Building Services)
Chai Lor, SAP (Inspection Services Manager)
Jerry Schnell, SAP (Senior Building Inspector)
Christian Brown, SAP (Building Inspector II)
Juan Serrano, SAP (Building Inspector)
Earl Jeremiah, SAP (Building Inspector)
Steven Davis, SAP (Senior Building Inspector)
Babak Madini, SAP (Permit Technician)
Harry Calilong, SAP (Permit Technician)
Kathy Lau, SAP (Permit Technician)
SPECIALITY SERVICES (CODE ENFORCEMENT & FIRE PROTECTION SERVICES)
Lee Holt, CCEO (Code Enforcement Manager)
Gary Kornahrens, CCEO (Code Enforcement Supervisor)
Thomas Mlady (Code Enforcement Officer I)
George Apple, CFM (Fire Services Manager)
Morten Myers (Fire Services Specialist)
Barbara Easter (Fire Services Specialist)
Bryan Clark (Fire Services Specialist)
Kurt Johnson (Fire Services Specialist)
Sarah Pearson (Fire Services Specialist)

Approach

SECTION 10.2

BUILDING PLAN REVIEW SERVICES

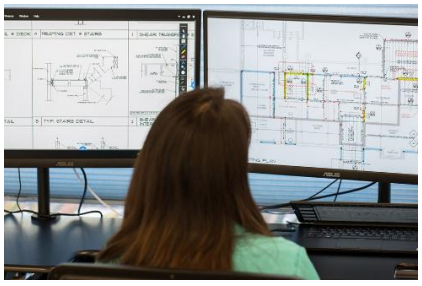
CSG's team of professionals is ready to assist in all aspects of plan review and to focus on the special needs and requirements of each of our clients. We pledge thorough and accurate reviews and prompt turnaround times, and offer proven digital plan review services and comprehensive online status reports. CSG serves as an active partner, working as a seamless extension of our public agency clients in performing the requested services and working closely with the development community and public as directed.

Compliance Standards

Our engineers and plan reviewers carefully review all plans and documents for compliance with building codes, fire codes, energy conservation standards, and accessibility regulations adopted by the State of California, and all local policies and ordinances including but not limited to:

- *California Building Code, Volumes 1 and 2*
- *California Residential Code*
- *California Electrical Code*
- *California Plumbing Code*
- *California Mechanical Code*
- *California Fire Code*
- *California Energy Code*
- *California Green Building Standards Code (CALGreen)*
- *California Existing Building Code*
- *California Health and Safety Code*
- *National Fire Protection Association (NFPA) Standards as adopted and referenced by the State of California (California Code of Regulations, Title-19)*
- *State Historical Building Code*
- *NPDES/WQMP/SWPPP Compliance*
- *Local adopted ordinances and amendments relative to building, fire and municipal codes, including project Conditions of Approval from other agency departments, divisions, and regulating agencies*

Digital Plan Review



CSG has been providing digital plan review services for over 20 years, leading the consultant field with this ground-breaking service. All paper plans submitted to CSG for building and fire plan review are immediately scanned into digital files and stored on CSG's servers for quick and easy access by both our clients and our plan reviewers.

Leading the field in digital plan review services for over 20 years.

Our plan reviewers furnish electronic versions of their plan comments conforming to each client's established correction list templates. Any additional forms utilized by the agency will be incorporated into the correction comments and returned with the appropriate recommendations. Plan check comments can be delivered electronically by email or other agency-approved means, enabling staff to immediately modify CSG's checklist for incorporation with other department comments. We provide convenient, environmentally friendly digital storage of all construction-related documents, and on request, can provide clients with a set of digitally scanned plans at no additional cost.

In addition, for jurisdictions requesting a pure digital plan review workflow, we can enable an applicant to submit digital files—**with no size limitations**—directly to CSG via our web-based application. Our application includes an online portal for the applicant/jurisdiction to retrieve comments and marked-up digital plans including redlines. Importantly, this service tracks the status of all submittals and re-submittals until the plans have been approved. Key features of our digital plan review service include:

- ***Efficient.*** *Plans are pushed to plan review staff the same day they are received.*
- ***User-friendly.*** *CSG developed its own online portal specifically to manage the electronic file submittal process. Through use of this interface, the applicant is no longer faced with size restrictions on email attachments or required to learn complex file transfer settings.*
- ***Proven.*** *We have provided a digital plan review option to our clients for over 20 years.*
- ***Non-Proprietary.*** *CSG's electronic review process is 100% PDF-based with no additional software required to view redlines.*

All paper plans submitted to CSG are immediately scanned into digital files for quick and easy access by our clients and plan reviewers.

Online Plan Check Status

CSG offers a convenient service allowing clients to check plan review status and comments online. By accessing our secure Plan Check Status website, agency staff as well as authorized applicants can view their project documents and plans and communicate with the specific plan checker via e-mail. Staff and authorized applicants can download comments upon completion of the plan check. ***There is no additional cost for this service.***

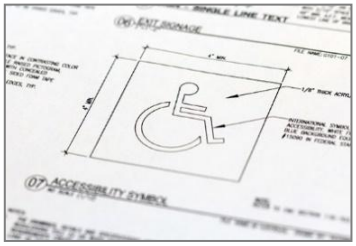
Plans Pickup and Delivery

CSG will coordinate pickup and delivery of plans and other materials from/to the agency via CSG personnel or an approved alternative service.

Green Building and LEED Accreditation

Our Building Division team is experienced in plan review and inspection for compliance with CALGreen and local green building ordinances and includes LEED Accredited Professionals. In addition, CSG Consultants has the qualifications necessary to assist with both the development of policy and the implementation of green and sustainable building practices. CSG's Sustainability Programs division can assist, for example, with construction and demolition debris recycling programs and public outreach to the building industry.

CASp Review Services



We understand California Building Departments are required to have CASp certified staff in place and available for technical questions and interpretations. Our CASp certified team members are knowledgeable of state and federal accessibility laws and regulations and possess the expertise necessary to promote access to facilities for persons with disabilities. When requested and in accordance with current regulations, CSG can provide CASp certified professionals to review plans for accessibility and to facilitate compliance with regulations.

OSHPD 3 Reviews

Our professional engineers and certified plans examiners are well-versed in the differences between CBC and OSHPD 3 facilities and have successfully completed OSHPD 3 plan reviews for multiple client agencies.

Third-Party Plan Review Services

Subject to the Building Official's approval, CSG can offer comprehensive, cost-effective third-party plan review services to our public agency clients on projects for which applicants may be seeking plan review turnaround times that cannot be readily accommodated by building department staff. Under such third-party agreements, and the agency's approval, CSG negotiates plan review fees and review schedules directly with the permit applicant, with CSG's fees paid by the applicant.

PLAN CHECK TURNAROUND TIMES

The following are CSG's proposed plan check turnaround times:

TYPE OF REVIEW	INITIAL REVIEW (BUSINESS DAYS)[2]	RE-CHECK (BUSINESS DAYS)[2]
Residential New Construction	10	5
Residential Additions	10	5
Small Residential Remodels	10	5
Commercial New Construction & Large/Complex Projects[1]	15	10
Commercial Additions	10	5
Small Commercial Remodels/Tenant Improvements	10	5
Expedited[1]	5-10	5
EVCS, PV, ESS		
Residential EVCS	5	5
Commercial/Multifamily EVCS	5	5
Residential PV + ESS (38.4 kw maximum)	3	3
Residential PV + ESS (38.4 kw or greater)	10	5
Commercial/Multifamily PV + ESS (38.4 kw maximum)	5	5
Commercial/Multifamily PV + ESS (38.4 kw or greater)	10	5
Residential ESS	3	3
Commercial/Multifamily ESS	5	5

[1]Turnaround time may vary with the complexity and magnitude of the project. If a review is anticipated to take longer than the maximum turnaround time, CSG will notify the City's representative and negotiate additional time required to ensure an appropriate level of review.

[2] The number of working days associated with the plan check turnaround time is based on time of project submittal. The first working day will be the day the project is received by CSG if submitted by 3:00 PM. For a project that is received by CSG after 3:00 PM, the first working day will be the next business day.

Expedited Plan Check Services

At the City's request, we can perform plan check services on an accelerated schedule based on the fees indicated in our fee schedule.

Office Hours and Meeting Availability

Plan Review

CSG plan checkers are available for inquiries anytime during normal business hours via phone or email, Monday through Friday. Our plan checkers can typically respond to the City for all questions or requests generated during any plan review on the same day, but no later than the following day a request is received. To assist the City, we can also meet in-person with City staff and project stakeholders or can utilize video conferencing with all parties involved. Additionally, we recognize the value of pre-design consultation with prospective applicants and are available to provide this service at no additional cost. Our designated Project Manager and/or technical staff will be available in-person for consultation and meetings with a reasonable lead time.

Inspection

CSG inspectors can be ready to provide services upon request to CSG's designated project manager. We are flexible and can alter our hours to meet the City's needs. Evening and weekend inspections for special construction needs can be accommodated with sufficient notice. CSG staff can typically respond to the City for all questions or requests generated during field inspections on the same day, but no later than the following day a request is received.

BUILDING OFFICIAL SERVICES

CSG's Building Officials are certified and have extensive building industry experience. They have the proven skills, technical knowledge and a well-rounded approach to performing Building Division administration and providing management oversight and direction to plan reviewers, inspectors, and permit technicians. Our Building Officials are well-known for their consummate customer service skills and successful identification of solutions through innovative problem solving. They can be available full-time or part-time as needed. CSG's Building Officials have expertise in providing the following services and can easily adapt to other requests as needed:

- *Building Official Administration, including addressing complex Building Code issues, code interpretation, and resolution of inquiries and complaints*
- *Rapidly familiarizing themselves with local code amendments*
- *Applying knowledge of all aspects of the California Building Codes and local amendments*
- *Making determinations on the approval and use of alternative materials and methods*
- *Staying abreast of ongoing changes to applicable state and federal laws through long-standing industry relationships and associations*
- *Providing technical assistance and educating stakeholders*
- *Building and maintaining relationships with other departments and agencies*
- *Participating in pre-development reviews and providing comments*
- *Processing Planning Commission and Council staff reports*
- *Attending Planning Commission and Council meetings*

FIRE PLAN REVIEW

Our team of professionals is ready to assist in all aspects of plan review and to focus on the special needs and requirements of each of our clients. We pledge thorough and accurate reviews and prompt turnaround times, and offer proven digital plan review services and comprehensive online status reports. CSG serves as an active partner, working as a seamless extension of our clients in performing the requested services and working closely with the development community and public as directed.

Multi-faceted Expertise

CSG furnishes plan review for fire and life safety, fire department access and water supply, wildland urban interface, fire protection systems, and special hazards for all structures with emphasis on the unique needs and requirements of each of our clients. We have expertise in the special requirements and risks associated with industrial and commercial buildings as well as single- and multi-family complexes. All fire plan review and inspection personnel are thoroughly trained in and familiar with jurisdictional processes, working with multiple agency departments, and serving the public.

TURNAROUND TIMES

CSG will ensure that all Fire Life safety duties and follow-up actions will be performed in a timely and responsive manner. If a review is anticipated to take longer than the maximum turnaround timing, CSG will notify the designated representative and negotiate additional time required to ensure an appropriate level of review.

The following are CSG's proposed turnaround times.

REVIEW	TURNAROUND TIME
First Submittal	10 business days
Second Submittal and Subsequent Submittals	5 business days
Accelerated Submittal and Subsequent Submittals	5 business days

Expedited Plan Check Services

At the City's request, we can perform plan check services within an accelerated time frame; with fees negotiated between the City and CSG.

CODE ENFORCEMENT SERVICES

Code enforcement activities are a crucial service to ensure not only public health and safety, but also to enhance economic development throughout a community. Blighted conditions such as graffiti on public and private properties, illegal dumping, vacant lots, overgrown vegetation, deteriorated building exteriors, missing or broken windows and screens, foreclosures, illegal signs, and inoperable vehicles all contribute to a community's negatively to its image and deterioration. Municipal Code standards are enforced to ensure that communities remain attractive, inviting, and safe. Well-kept communities help to maintain or increase values, discourage crime, encourage quality development while preserving the overall quality of life in the community. And supportive education of community members plays an essential role in a jurisdiction's ability to self-regulate and reduce program demand.

As consultants, CSG and its Code Enforcement Officers are driven to provide a high standard of performance and program delivery. CSG staff are highly skilled, experienced, culturally sensitive, and possess various certifications such as PC 832, California Association of Code Enforcement Officers (CACEO) or equivalent. In addition, their computer literacy includes familiarity with Central Square (TrakIt), Accela, iWorQ, Tyler, Microsoft Office programs (Word, Outlook, and Excel), and other current code enforcement databases or supportive platforms. As part of their normal duties, CSG officers enforce state/local laws; issue Administrative Citations; author reports, can testify at hearings, and perform other duties as may be required. CSG has Code Enforcement Officers who are bilingual in Spanish, who can be assigned to meet the City's needs. While each officer has their own background and style, to be successful in their duties, all of CSG's team members are articulate, coachable, driven, effective, and relatable.

CODE ENFORCEMENT OVERVIEW

CSG has and continues to provide Code Enforcement Officers to a wide variety of jurisdictions throughout the state. Our work has included inspections, investigative work, and enforcement to ensure public health and safety, including responsive calls for service, various forms of documentation, preparing and processing of all needed correspondences, providing accurate records, and follow up with stakeholders. Our highly qualified staff also interpret, and enforce provisions of the Municipal Code, including the Zoning, Housing, Building, Nuisance and Property Maintenance codes, along with state and other local codes. We have also provided council presentations and updates supporting the impactful work delivered within those communities.

CSG's Code Enforcement Officers work to identify code violations and engage stakeholders and responsible parties to correct code violations consistent with municipal and state codes tailored to the specific needs of the agency.

Examples of codes and ordinances enforced include:

- *Zoning codes*
- *Building codes*
- *Housing codes*
- *Public nuisance codes*
- *State health & safety codes*
- *Property Maintenance*
- *Special concerns such as noise abatement issues, business licensing and permits, work and safety regulations, short term rental enforcement, massage, and human trafficking, and marijuana dispensaries*

Our Code Enforcement Officers have extensive experience and skills in the following key areas:

- *Bringing flexibility and transferable knowledge from various jurisdictions*
- *Being team oriented and communicating with staff and partner agencies*
- *Interfacing and working collaboratively within communities*
- *Meeting with property owners and guiding them in the pathway obtain compliance*

- *Providing respectful and thorough site inspections*
- *Educating the public and stakeholders regarding the regulations and due process*
- *Providing proper documentation*
- *Operating within the legal framework of the jurisdiction and industry*
- *Communicating and encouraging individuals towards voluntary compliance*
- *Drafting and issuance of required documents and processes*
- *Preparing administrative remedies including issuing notices of violations and citations*
- *Conducting administrative hearings with an Administrative Hearing Officer*
- *Preparing program updates and staff reports, as well as committee and City Council presentations*
- *Coordination of activities with multiple departments including Building, Planning, Community Development, Police and City Attorneys*
- *Providing information on municipal regulations to property owners, residents, businesses, and the public, as well as for agency departments*
- *Performing license and permit application review and processing*
- *Maintaining records of inspections using online databases such as Infor, Trakit, Accela, and Citizenserve*
- *Providing code enforcement program review and analysis*

Although a majority of our results are gained by voluntary compliance, our services include a full range of code enforcement activities, including:

- *Managing administrative abatements and receiverships*
- *Testifying on behalf of clients in administrative hearings and court proceedings*
- *Facilitating settlement agreements*
- *Recommending changes or updates to the code*

In addition, CSG can review existing code enforcement programs to look for efficiencies and help establish appropriate policies and procedures to facilitate the mission of the code enforcement unit.

DANGEROUS BUILDINGS AND PUBLIC NUISANCES

CSG will assist the City in administering the Uniform Code for the Abatement of Dangerous Buildings and Nuisance Chapter of the Municipal Code, including the following services:

- *Conduct preliminary investigations of conditions of property and make initial contact with tenants and property owners as appropriate;*
- *Prepare courtesy notices and warning letters as appropriate;*
- *Conduct inspections and prepare documentation of violations;*
- *Prepare inspection warrants if necessary in order to gain access to conduct inspections;*
- *Prepare "Compliance Orders" and "Notice and Orders;"*
- *Organize appeal hearings if needed;*
- *Conduct follow-up inspections to monitor compliance with "Compliance Orders" and "Notice and Orders;"*
- *Provide support to legal counsel including preparation of declarations and documentation suitable for submission to Court;*
- *Make Court appearances as necessary; and*
- *Prepare documentation for recovery of costs through administrative penalties and recordation of liens.*
- *Appearing as expert witnesses*

HEARING OFFICER SERVICES

If requested, CSG will assist the City with an on-call or designated Administrative Hearing Officer providing the following services:

- ***Conducting Administrative Hearings:*** *CSG's Hearing Officer will preside over administrative hearings and ensure proper conduct during proceedings. CSG's Hearing Officer will hear all parties and review relevant evidence to determine an unbiased decision and/or recommendation based on the facts presented.*
- ***Management of Procedural Issues:*** *This includes ruling on motions, written appeals, and other related evidence. CSG's Hearing Officer also has the authority to administer oaths, receive testimony, and is committed to upholding due process while facilitating an impartial environment where all parties can fairly present their case.*
- ***Records Management:*** *CSG's Hearing Officer will maintain detailed records of all proceedings, compiling all pertinent documents and evidence. Additionally, a transcript of the proceedings can be provided upon request.*
- ***Issuing Decisions:*** *After careful review of the evidence, information, and arguments presented during hearings, CSG's Hearing Officer will issue a written decision detailing the findings and a subsequent order and/or remedy to be executed.*

WILDLAND URBAN INTERFACE (WUI)

CSG can assist the City if it is required to administer California Fire Code Chapter 49 (Requirements for Wildland-Urban Interface Fire Areas). CSG can provide professional services to prepare and implement requirements for fire resistant landscape vegetation and defensible space requirements. Services would include preparing local landscape standards, assisting with outreach to property owners, conducting inspections, and documenting violations.

CODE ENFORCEMENT SUPERVISION

CSG can provide interim staffing to oversee an agency's code enforcement personnel and day-to-day activities ensuring, for example, that procedures are followed, caseloads are managed effectively and that code enforcement officers work fairly and consistently with property owners and reporting parties. Our personnel are adept at serving as liaisons for code enforcement units when interacting with members of other departments. CSG Code Enforcement Managers may be called upon to attend department meetings, committee meetings and County Council meetings as a code enforcement program progresses. They can also be available to assist code enforcement officers, law enforcement and other County staff as well as representatives of other agencies on field visits when needed.

HOUSING INSPECTIONS

Upon request, CSG will conduct inspections in response to complaints about substandard housing consistent with Health and Safety Code Section 17900. Services could include contacting property owners and tenants, conducting inspections, documenting violations, and monitoring repairs.

RAPID RESPONSE SERVICES

CSG offers a deep bench of Safety Assessment Program (SAP) certified staff who can step in to help orchestrate a building department during building-related disasters and/or emergencies. CSG's staff can readily accommodate an influx in permitting activity, which includes setting up special departments to streamline reviews and address unique permitting requirements in such circumstances. Many of our staff members are cross-trained in multiple services levels, as CSG has the breadth and depth of staff to work across departments by utilizing our building, public works, planning, code enforcement, and fire services staff as needed.

When time is of the essence, CSG can provide prompt emergency response services as directed by the City. This could include fast-tracking permits for critical projects in response to an emergency or urgent public need, but also encompasses planning and coordinating a way forward in the aftermath of natural disasters or crises. When faced with these crises, we share a common goal of rebuilding communities to be stronger, more vibrant, and more resilient than before. CSG can work alongside the City to perform expedited reviews in these situations, streamlining the review and processing of construction permits.

WELO REVIEW

CSG will review submitted Landscape Documentation Packages, landscape plans, and irrigation plans for compliance with the local and State Water Efficient Landscape ordinance(s).

CERTIFIED FLOODPLAIN MANAGER REVIEW

CSG will review subdivision proposals and other proposed development applications, including manufactured home parks for work in the Special Flood Hazard Areas (SFHA's) to determine whether such proposals will be reasonably safe from flooding. We will review all plans and documents submitted prior to recommending the issuance of a Floodplain Development Permit as required by the Federal Emergency Management Agency (FEMA) and the local agency floodplain ordinance. The floodplain development permit requirement is intended to allow the City to monitor activities located in the SFHA to ensure the following:

- *Base flood elevations do not significantly change because of development.*
- *Buildings in the SFHA's are constructed and maintained properly.*
- *Substantially damaged/improved buildings are brought into compliance with current floodplain regulations.*
- *All public utilities and facilities, such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage, and*
- *Adequate drainage is provided to reduce exposure to flood hazards.*

CSG will review other FEMA required documents such as: Conditional Letter of Map Revision based on Fill (CLOMR – F); Letter of Map Revision based on Fill (LOMR-F); FEMA Elevation Certificate (2022 edition or most current version); Letter of Map Amendment (LOMA); Letter of Map Revision (LOMR); Substantial Improvements/Substantial Damage (SI/SD) determination, and other types of floodplain applications.

Additionally, CSG will perform other work such as:

- *Review routine building permit applications for development projects within the SFHA.*
- *Coordination with the City staff on issues related to the above review.*
- *Attend meetings with City staff, and applicants, as needed.*
- *Track/maintain a log of the progress of the reviews coming in and out of CSG office.*

Level of Effort Letter

SECTION 10.2.2

CSG has provided hour rates for staff who would be involved with this work in Section 11.5 (Pricing Proposal). Due to the nature of the on-call scope, we cannot accurately estimate the amount of hours until further direction is provided by the City.

References

SECTION 10.3

CSG CLIENT REFERENCES

Our track record of success with our clients is outstanding and we encourage you to contact our references with any questions or clarification you might require. The following are three client agencies for which CSG has provided similar services as those requested in the City's RFP.

City of Brisbane
Jeremy Dennis
City Manager
50 Park Place
Brisbane, CA 94005
(415) 508-2157
jeremyd@ci.brisbane.ca.us
Building & Fire Plan Review & Inspection, Building Official Services
1991—Ongoing

City of Alameda
Eric Shimp
Building Official
2263 Santa Clara Avenue, Suite #190
Alameda, CA 94501
510.747.6839
eshimp@alamedaca.gov
Building Plan Review, Fire Plan Review

City of San Rafael
Hector Carlos
Code Enforcement Supervisor
1400 Fifth Avenue, Top Floor
San Rafael, CA 94901
(415) 458-5337
hector.carlos@cityofsanrafael.org
Code Enforcement Services
2013-Ongoing

City of Richmond
George Kabaivanov
Building Official
450 Civic Center Plaza
Richmond, CA 94804
(510) 620-6868
george_kabaivanov@ci.richmond.ca.us
Building Plan Review

City of Sunnyvale
Suzanne Park
Chief Building Official
456 W. Olive Avenue
Sunnyvale, CA 94086
(408) 730-7455
spark@sunnyvale.ca.gov
Building & Fire Plan Review, Code Enforcement Services, Engineering Services
2010—Ongoing

City of Elk Grove
Christopher Jordan
Development Services Director
8401 Laguna Palms Way
Elk Grove, CA 95758
(916) 478-2222
cjordan@elkgrovecity.org
Full Service: Building Department Administration, Plan Review/Inspection, Permit Technician Services
2021—Ongoing

City of Mountain House
Jodi Almassy
Deputy City Manager
251 E. Main Street
Mountain House, CA 95391
(209) 831-5637
mhbuilding@sjgov.org
Full-Service Building Department
2024-Ongoing

Resumes

SECTION 10.4

Brian Frenger CBO

Regional Building Services Manager

LICENSES & CERTIFICATIONS

Certified Building Official
Certified Building Code Specialist
Certified Commercial Building Inspector
Certified Commercial Electrical Inspector
Certified Mechanical Inspector
Certified Plumbing Inspector
Certified Combination Dwelling Inspector
Certified Plans Examiner
| ICC 5236356

Fire Inspector 1 (State Fire Training #6220-8981)
Hazardous Material First Responder (FRA)
Post Disaster Assessment Evaluator (CA)
Green Building Professional (Built It Green)
PC 832 – Code Enforcement
FEMA Professional Certifications/NIMS
Liebert Cassidy & Whitmore Supervisor Training

EDUCATION

Building Inspection Technology (BIT) Program Completion
Butte College | Oroville, CA

PROFESSIONAL AFFILIATIONS

Sacramento Valley Association of Building Officials
Shasta Cascade Chapter of ICC
California Association of Building Officials (CALBO)
International Code Council (ICC)

Mr. Frenger has served in roles that include Chief Building Official, Inspection Manager and Plans Examiner and brings more than 20 years of progressively responsible experience in management and building inspection related services for both the private sector and public sector to CSG. He is a proven leader with a track record of high-quality work and customer service that is proactive, professional, and effective. As a leader, he enjoys making positive changes, increasing efficiency, modernizing processes through implementing new technology, while providing exceptional service. His management style is flexible, collaborative and is compatible with a broad range of personalities and proficiencies. Mr. Frenger is proactive in his partnership with fellow employees, industry peers, consultants, and members of the community to achieve goals and implement change. As CSG's Regional Building Services Manager, he operates with the highest ethical standards that will not be compromised:

- *Commitment to customer satisfaction.*
- *Dedication to excellence in service delivery.*
- *Fostering environments that are conductive to innovation, creativity, & collaboration.*
- *Implementing innovative strategies that promote efficiency.*
- *Enforcing the States minimum Building Standards Codes to protect health, safety, and the welfare of the community while balancing the development community needs.*

RELEVANT EXPERIENCE

Chief Building Official | City of Elk Grove, CA

Mr. Frenger served as the Building Official for the City of Elk Grove, overseeing a staff of 11 for the Building Division that included permit technicians, plans examiners, and inspectors. He also was responsible for attending project and management meetings and coordinating staff for inspection services.

Chief Building Official/Inspection Manager/Plans Examiner | Interwest Consulting Group

Mr. Frenger served as the Building Official for the City of Elk Grove, Angels Camp, United Auburn Indian Tribe, and as the Northern California Building Inspection manager. In addition to his Building Official Services, he planned, managed and directed a comprehensive Building Inspection group of 11 staff for Northern California clients to ensure that they provided excellent customer service and met health and safety requirements specified in the California Building Standards Codes, International Property Maintenance Code and California Health and Safety Code. In these roles, Mr. Frenger built and maintained positive working relationships with co-workers, other City employees, and the public, using principles of good customer service. Additionally, he represented the Division and Department to outside agencies and organizations; participated in outside community and professional groups and committees; provided technical assistance, and other duties as necessary.

Senior Inspector/Fire Inspector| County of Sutter, CA

Mr. Frenger maintained supervision over the Sutter County development services staff, which included permit technician staff, building inspection staff and code enforcement. Throughout his time at Sutter County, he successfully completed supervisor training courses with Liebert Cassidy and Whitmore and California State Association of Counties (CSAC). As a Senior Inspector, he performed plans examiner duties and inspections related to commercial and residential occupancies. He worked closely and in conjunction with the Sutter County Fire Chief as it related to fire code plan review, fire inspections, and Fire Marshal duties. Additionally, Mr. Frenger worked with engineers, architects, contractors, and homeowners to ensure their construction needs were met. Additional contributions include implementing policies and procedures to the building division along with cost effective building and code enforcement software programs that met the Counties budget restraint.

Prior to his employment with the County of Sutter, Mr. Frenger also served as a Code and Construction Compliance Specialist for the City of Oroville (2011-2013), and Building Inspector/Plans Examiner for the County of Yolo (2004-2011).

George Apple CFM

Vice President of Fire Services

LICENSES & CERTIFICATIONS

CSFM Certified Fire Prevention Officer | #000122

CSFM Certified Fire Prevention Specialist | #260-2480

CSFM Certified Plans Examiner | 360-2480

CSFM Certified Fire Investigator I | #092708

CSFM Certified Fire Officer | #150-2180

CSFM Certified Fire Marshal | #460-2480

ICC Certified Fire Inspector II | 528431-67

EDUCATION

Bachelor of Science, Engineering Technology – Fire Protection and Safety
Oklahoma State University | Stillwater, OK

Mr. Apple has over 25 years of fire service experience from having served as a firefighter for the City of Isleton, CA to serving as Assistant Chief-Fire Marshal for the Cosumnes Fire Department and servicing the Cities of Elk Grove and Galt. Currently Mr. Apple serves as the Fire Services Manager for CSG Consultants. In this capacity, Mr. Apple oversees the Fire Services Division. The Fire Services Division is responsible for plan review and inspections of new residential and commercial projects as well as conducting annual inspections, and staff augmentation for various jurisdictions.

He has extensive experience providing plan reviews of architectural, civil, mechanical, and fire suppression and detection plans for new construction and building renovation projects. He has also been responsible for performing fire-related inspections in accordance with appropriate laws, codes, ordinances, regulations, and standards.

Mr. Apple has served on code development committees and is highly experienced with the code development process. He also serves as an adjunct instructor in Careers and Technology at Cosumnes River College, developing curricula and lecturing classes in Fire Prevention, Systems and Equipment; Fire Protection Organization; Tactics and Strategies; Fire Investigation; Combustion and Fire Chemistry; and Fire Law.

Mr. Apple has been conducting fire investigations in his role in the fire service for the past 20 years. He is a Certified Fire Investigator I in the State of California and has completed the Fire Investigation 2 series of instruction through the California State Fire Training System. Mr. Apple is also a Certified Post Blast Investigator through the Federal Bureau of Investigations. Additionally, Mr. Apple is a Peace Officer in accordance with Penal Code Section 830.37(a).

RELEVANT EXPERIENCE

Assistant Chief – Fire Marshal | Cosumnes CSD Fire Department, Elk Grove, CA
As an Assistant Chief - Fire Marshal, Mr. Apple was the Department Liaison with City of Galt and City of Elk Grove officials, and managed day-to-day activities of the Fire Prevention Bureau, including new construction, code enforcement, public education, fire investigations, and global information systems. He ensured that necessary training was provided to maintain proficiency of plan reviewers, inspectors, investigators and public education officers.

Assistant Fire Marshal | Elk Grove CSD Fire Department, Elk Grove, CA
Mr. Apple served in capacities of increasing responsibility within the Elk Grove CSD Fire Department including Fire Inspector II and Assistant Fire Marshal. Mr. Apple developed and managed the budget for the Fire Prevention Bureau as well as the Bureau's day-to-day activities, ensuring that all plan reviews and inspections were completed within the District's goals.

Fire Inspector II | Sacramento Metropolitan Fire District, Sacramento, CA

Fire Protection Engineer | Stanford University, Stanford, CA

Fire Protection Engineer | Mount Prospect Fire Department, Mount Prospect, IL

Fire Inspector/Plan Reviewer | Orland Fire Protection District, Orland Park, IL

Fire Fighter | Isleton Fire Department, Isleton, CA

Shweta **Prakash** PE, CBO

VP of Building Services/Sr. Principal Plan Check Engineer

LICENSES & CERTIFICATIONS

Professional Civil Engineer
State of California | 79808

Certified Building Official
| ICC 8014122

Certified Building Plans Examiner
| ICC 8014122

EDUCATION

Master of Science, Civil Engineering
University of California | Berkeley, CA

Bachelor of Science, Civil Engineering
San Jose State University |San Jose, CA

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

Society of Women Engineers

Chi Epsilon National Civil Engineering Honor Society

As a Senior Principal Plan Check Engineer, Ms. Prakash reviews plans for all types of construction including, building, electrical, plumbing, and mechanical systems for both commercial and residential structures. She has performed reviews of master plans, new construction, tenant improvements, and new commercial developments. She has a thorough understanding of Green Building and Energy Code regulations, having reviewed numerous projects for LEED status.

Ms. Prakash has worked both in the public and private sectors and has a thorough understanding of all state and local building safety regulations and enforcement of building and life safety codes. She keeps current within the building industry though routine seminar attendance through the International Code Council and the California Building Officials. Ms. Prakash is currently pursuing her CASp (Certified Access Specialist Program) certification.

RELEVANT JURISDICTIONAL EXPERIENCE

Senior Principal Plan Check Engineer/Building Official | Multiple CSG Client Agencies

Ms. Prakash has provided plan review services for the various agencies/jurisdictions including:

- *City of Redwood City*
- *City of Atherton*
- *City of Fremont*
- *City of Millbrae*

Ms. Prakash has also provided Building Official services for the following agencies:

- *City of Millbrae*
- *Town of Woodside*
- *Town of Los Altos Hills*
- *City of Pacifica*
- *Town of Portola Valley*

NOTABLE PROJECT EXPERIENCE

Apple Park (Campus II) | City of Cupertino, CA

Ms. Prakash provided on and off-site plan review for multiple new structures as part of the Apple Campus 2 project. The combined projects were a total of 731,994 sq. ft.

Artisan Crossing – Multi-Family Residential Building | City of Belmont, CA

Ms. Prakash provided plan review for a new 4 story, 319,893 sq. ft., privately funded multi-family residential building over a 1 story below grade parking garage basement.

Gateway at Millbrae – Mixed Use Building | City of Millbrae, CA

Ms. Prakash provided building plan review for the construction on a new 304,531 sq.ft. 6-story mixed-use building. This building is part of a proposed development which includes construction of new residential and hotel/hospitality buildings.

Fair Oaks Commons – Affordable Housing Project | San Mateo County, CA

Ms. Prakash provided building plan review for this affordable housing project which included construction of 67 dwelling units, 51 parking spaces, lobby, mail room, utilities rooms, and an outdoor courtyard.

Amazon Mixed Use Building Tenant Improvement | City of Cupertino, CA

Ms. Prakash was a building plan reviewer for 64, 726 sq. ft. tenant improvement project which consisted of 3 floors of office space in an 8-story building.

Nanosyn Mixed Use Building Tenant Improvement | City of Hayward, CA

Ms. Prakash was a building plan reviewer for the remodel of a lab space, new HVAC structural support, and MEP associated with the improvements.

YouTube | City of San Bruno, CA

Ms. Prakash provided the review of tenant improvements for this six-story office building. Improvements involved the conversion of 196,000 sq. ft. into YouTube's new headquarters.

Thomas **Pallinger**

Senior Plans Examiner

LICENSES & CERTIFICATIONS

Certified California Residential Building Plans Examiner

Certified California Residential Building Inspector

Certified California Residential Plumbing Inspector

Certified California Residential Mechanical Inspector

Certified California Residential Electrical Inspector

ICC 8275248

Safety Assessment Program, SAPC | 78530

Contractor's General B License and Electrical Classification | 652060 (inactive as of 8/1/16)

Mr. Pallinger has over 35 years of experience in the construction field with extensive work experience as a general contractor and building inspector. He brings to the position not only extensive knowledge of the California building codes, applications and practices, but also the expertise gained from hands on construction experience in multiple trade disciplines. He exhibits excellent communication skills in performance of both plan review and inspection work and is adept at working with design professionals to address complex building regulations and code requirements.

RELEVANT EXPERIENCE

Building Inspector | CSG Client Agencies

Mr. Pallinger provides both residential and commercial building inspection services for CSG client agencies, and is currently serving the City of Manteca.

Building Inspector II/III | City of Fairfield, CA

Mr. Pallinger conducted both residential and commercial building inspections for the City of Fairfield.

Building Inspector II / Plans Examiner | Placer County, CA

Mr. Pallinger conducted residential and commercial building inspections as well as plan checks on residential, commercial and multi-family dwellings. In addition, he reviewed fire sprinkler systems and hydraulic calculations for code compliance, conducted safety assessment evaluations on dilapidated and disaster damaged structures through the California Office of Emergency Services, holds in-depth knowledge of the California Energy Code including residential and non-residential compliance manuals, and is knowledgeable of the Tahoe Regional Planning Association rules and regulations and Placer County MOU's for the Lake Tahoe region.

General and Electrical Contractor | Castlewood Construction, Auburn, CA

Mr. Pallinger estimated, scheduled, monitored and inspected all work from conceptual design through project completion, ensured that all work met state and local building code requirements, supervised and managed all construction trades to ensure conformance with plan specifications, and reviewed all architectural drawings and obtained/scheduled all required building permits and inspections.

Superintendent | Alpine Construction, Napa, CA

Mr. Pallinger oversaw all aspects of daily construction activities from employees and subcontractors. He directed all aspects of the building process on both residential and commercial renovation projects including site preparation, foundations, erecting framework, cut and stack roofs and truss systems, finishing carpentry, plumbing, electrical, mechanical and drywall.

Randy **Brumley** ME

Senior Plan Check Engineer

LICENSES & CERTIFICATIONS

Professional Mechanical Engineer
State of California | M39959

ICC Certified Mechanical Plans Examiner

EDUCATION

Bachelor of Science, Mechanical and Aeronautical Engineering, University of California, Davis | Davis, CA

Mr. Brumley is a Senior Plan Check Engineer and will be providing mechanical, electrical, and plumbing plan review for CSG and its clients. He brings over 20 years of engineering experience. He is an innovative problem solver with extensive experience in complex industrial products, creative design, and development. To this role he brings expertise in design engineering and integration, and excellent interpersonal and communication skills.

RELEVANT EXPERIENCE

Mechanical Plans Examiner | Consulting Firm, Roseville, CA
Mr. Brumley performed building plan examinations to ensure commercial and residential building projects complied with Federal, State, and local rules, laws, and regulations. He provided technical expertise for mechanical, plumbing, energy, and green codes. Mr. Brumley also acted as an instructor for building officials, plans examiners, and inspectors for local chapters and established positive relationships with local agencies, City staff, and the public.

Mechanical Engineer | California Energy Commission, Sacramento, CA
Mr. Brumley reviewed, evaluated, and verified Acceptance Test Technician Certification Provider (ATTCP) applications. He conducted oversight of approved ATTCPs and their programs to ensure continued compliance to Title 24 for the installation and maintenance of mechanical systems for nonresidential buildings. He also worked within a team to develop program requirements, refined acceptance test procedures and updated building energy efficiency standards.

Senior Engineer | Aerojet Rocketdyne, Rancho Cordova, CA
Mr. Brumley provided technical expertise for industrial product development. He managed project scope, schedule, and quality while concurrently controlling costs to meet budget requirements. He directed multi-discipline team of engineers including mechanical, composite, electrical, manufacturing, systems, and testing.

Mr. Brumley also served as Lead Designer Engineer for warhead applications. He maintained design performance requirements and trained and mentored colleagues.

Project Engineer | Aerojet Rocketdyne, Rancho Cordova, CA
Mr. Brumley handled product design and user interfaces, analyzed components, reviewed design merits, and reverse-engineered componentry. He reviewed manufacturing assembly processes and coordinated with Quality Assurance and Production teams to ensure production requirements and standards were met. He successfully integrated newly acquired company product lines and reduced manufacturing costs by developing and testing joint bearing strength panels.

Composite/Design Engineer | Aerojet Rocketdyne, Rancho Cordova, CA
Mr. Brumley designed composite pressure vessels and containers for industrial and military use and worked with composite materials. He ensured on-time delivery of test hardware by providing versatile engineering support and reduced tool manufacturing costs. He also improved structural analysis efficiency and time savings by designing and developing graphic user interfaces in Excel.

Miroslav Lhotsky SE, CBO, MPA

Senior Plan Check Engineer

LICENSES & CERTIFICATIONS

Structural Engineer
State of California | SE 3572

Civil Engineer
State of California | PE 40880

Building Official Certificate |BO, 2014

Building Plans Examiner Certificate | B3, 2007

Commercial Building Inspector Certificate | B2, 2015

EDUCATION

MPA Degree, CSU Northridge (2015) | Northridge, CA

BS, Engineering, CSU Northridge (1982) | Northridge, CA

Certificate of Completion: Building Plan Review, Electrical Inspection, Mechanical Inspection |Orange Coast College/Coastline College

PROFESSIONAL AFFILIATIONS

Current Member of ICC and ICC Los Angeles Basin Chapter

SEAOSC Member of Board of Directors (2007/2008)

Member of SEAOSC Quality Assurance Committee (2007-2009)

Member of ICC Los Angeles Basin Structural Committee

SOFTWARE

CSI and EnerGov Permit Software

BlueBeam and Adobe PDF

MS Office, Risa, CMD 19, EnerCalc, RetainPro, Notability, Good Notes

Mr. Lhotsky brings expertise to CSG and its client agencies gained from more than 40 years of municipal building department and private sector experience. Most recently, Mr. Lhotsky served the City of Glendale Building and Safety division as Deputy Building Official, filling a crucial role after the unforeseen retirement of the existing Building Official during the COVID-19 pandemic. Other notable agency experience includes inspection and plan review services with the Cities of Newport Beach and Santa Clarita. In addition to his public agency experience, he has also been highly successful in the private sector, having launched a successful career in structural engineering and building code compliance.

NOTABLE PUBLIC AGENCY EXPERIENCE

Deputy Building Official | City of Glendale, CA

Under the direct supervision of Building Official, Mr. Lhotsky performed direct supervision and management of the plan check group that consisted of eight staff members. This included monitoring production, quality, and consistency of plan review—in addition to training, mentoring, and evaluating staff. In this role, Mr. Lhotsky's functions also included:

- *Complex code interpretations, review and approval of building code modifications.*
- *Assisting staff with challenging plan reviews, resolving conflicts between customers and City staff.*
- *Acted as a liaison regarding policies and requirements with other departments to maintain a smooth flow of Building & Safety operations*
- *Monitored the creation and development of new Building & Safety information bulletins, standard plan check lists, and policy memorandums.*

Acting Building Official | City of Glendale, CA

After an unforeseen retirement by the existing Building Official during the COVID-19 pandemic, Mr. Lhotsky assumed the role of Acting Building Official and was instrumental in maintaining division operations. Working under the direction of the division head and Permit Services Administrator, Mr. Lhotsky's duties included the following:

- *Directly supervised plan check group and indirectly supervised permit technician and inspection groups*
- *Assisted City Attorney's office with City code enforcement cases and represented the City at depositions and in court as an expert witness*
- *Assisted City Attorney's office and Planning Division with preparation of City ordinances for City Council's review and approved implementations of policies related to SB 9 (lot splits, ADU ordinances and approval process), EVCS policy on fast-track approval, and SB 13 requested delay in enforcement.*
- *Collaborated with Sustainability Commission and City Attorney's office to create the City's first reach code requirement for all new buildings (including all electrification, increase in EVCS facilities and required photovoltaic systems on all new commercial and multifamily buildings).*
- *Supervising participant in City's team for the implementation of a new land management software (EnterGov), and the integration of key City departments to establish the City's first virtual permit services center.*

Principal Building Code Specialist | City of Glendale, CA

In this role, Mr. Lhotsky served as plan check supervisor and was responsible for front counter plan check operations that included four staff members. He also assigned projects, mentored/trained staff, resolved conflicts/disagreements, and monitored production/quality of plan checks and staff interactions.

Assistant Plan Check Engineer | City of Santa Clarita

As Assistant Plan Check Engineer, Mr. Lhotsky was responsible for the review of fire and life safety, accessibility, energy, and structural design compliance to the 2007 California Title 24 Codes, City ordinances, and policies.

Bounmy **Soumountha** SE, CBO

Senior Structural Engineer

LICENSES & CERTIFICATIONS

Professional Civil Engineer
State of California | 32213

Structural Engineer
State of California | 3062

Certified Building Official

EDUCATION

Master of Science
Structural Engineering
Washington University | St. Louis, MO

Bachelor of Science, Civil Engineering
UC Berkeley| Berkeley, CA

A.S., Engineering
Santa Rosa Junior College
Santa Rosa, CA

PROFESSIONAL AFFILIATIONS

Structural Engineers' Association of Northern California

California Building Officials

Mr. Soumountha has over 40 years of experience in civil and structural engineering analysis, public works engineering and land development, project development review and approval, and building inspection plan review and permit services. He managed hundreds of projects in his 22 years of service at the City of Santa Clara including the 49ers Stadium, large development projects such as the Gallery at Central Park consisting of 500 plus single family and multifamily buildings and other projects worth more than 200 million dollars of all complexities in terms of fire and life safety and structural engineering systems.

RELEVANT EXPERIENCE

Permit Service Manager | City of Santa Clara, CA

Prior to joining CSG, Mr. Soumountha worked as a Permit Service Manager and managed 3 in-house and outside consultant Plan Check Engineers who were licensed civil and structural engineers, 3 Permit Technicians, and 1 Customers' Representative. He supported and acted on behalf of the Building Official for all functions as assigned or in the Building Official's absence.

Senior Plans Examiner | City of Santa Clara, CA

Mr. Soumountha served as Senior Plans Examiner where he verified, reviewed, inspected and approved construction of all commercial, industrial, and residential structures in the City of Santa Clara, with an annual construction volume valued at over $500 million. His other responsibilities included: comprehensive review of all structural and life-safety aspects of building construction; providing code interpretation to inspection staff, architects and contractors; responding to city council inquiries in matters of urban planning and zoning issues; and assisting in supervision of Building Inspection staff as assigned.

City Engineer I & II | City of Santa Clara, CA

As City Engineer II, Mr. Soumountha supervised the Title Section of the Land and Property Division of the Engineering Department. Some of his responsibilities included:

- Assisting in the formation of assessment districts and redistribution of surplus assessment district funds
- Reviewing and processing agreements for developments for City departments such as Silicon Valley Powers (the City Electric Department)
- Permitting encroachments into public easements and right-of-ways
- Parcel and final maps inspection for the legal subdivision of private and public properties
- Preparing the Engineering Department operating budget for 5 years

Structural Engineering Designer and Code Consultant | Various Jurisdictions

Mr. Soumountha provided structural analysis and design, consultation on construction issues, and code consulting services for numerous projects outside of City of Santa Clara jurisdiction.

NOTABLE CSG PROJECT EXPERIENCE

Apple Park (Campus II) | City of Cupertino, CA

Mr. Soumountha has provided on and off-site plan review for multiple new structures as part of the Apple Campus 2 project. The project was 731,994 sq. ft. in total

Fremont Warm Springs Bart Station | City of Cupertino, CA

Mr Soumountha provided structural plan review for a cable supported pedestrian bridge to cross over railroad tracks.

PRIOR PROJECT EXPERIENCE

- 49ers' Levi Stadium | 49ers' & City Stadium Agency
- 49ers' Levi Stadium Bridges | 49ers' & City Stadium Agency
- NVIDIA | City of Santa Clara, CA

Christine **Jansen** PE

Principal Plan Check Engineer

LICENSES & CERTIFICATIONS

California Professional Civil Engineer | License No. 79594

EDUCATION

M.S., Civil Engineering
California State University, Sacramento | Sacramento, CA

B.S., Civil Engineering
California State University, Sacramento | Sacramento, CA

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers: Member

SEAOCC: Member

Ms. Jansen is a Principal Plan Check Engineer with over 17 years of engineering experience. Ms. Jansen offers a wealth of California and Nevada Building Code knowledge and project management experience to CSG's clients. To this role, she brings leadership experience, and excellent communication, time management, and customer service skills.

RELEVANT EXPERIENCE

Consultant Plan Review Engineer / Plan Review Coordinator

Ms. Jansen reviewed building plans for compliance with the California building codes and City ordinances for both public and private commercial and residential structures for permit issuance. She also provided structural plan check for projects ranging from small non-habitable structures to complex multi-story commercial buildings. Additional responsibilities included structural plan review coordination and management throughout California and Nevada.

Associate Civil Engineer | City of Sacramento, CA

Ms. Jansen provided building and structural plan check for public and private commercial and residential structures. She also served as an intern supervisor and her responsibilities included processing expedited requests and application extensions, providing over the counter structural plan review, and assisting applicants with code questions.

Civil Engineer | Bureau of Reclamation, Sacramento, CA

Ms. Jansen prepared and reviewed designs and specifications for projects relating to dams and waterway infrastructure in the Central Valley federal waterways. She was also responsible for completing budgets, construction schedules, and inspections for the dams and infrastructures.

Temporary Project Engineer – Single Project | Syblon Reid Engineering Contractor

Ms. Jansen was responsible for general engineering, specification submittals, materials management, site management and oversight, sub-contractor organization, and payroll assistance for a 5-million-dollar project.

Assistant Engineer | Dokken Engineering, Inc., Folsom, CA

Ms. Jansen was responsible for the design, analysis, detailing, specifying, research, calculations, plan check, and planning studies of moderate to complex highway infrastructure assignments.

Intern Engineer | David Evans and Associates, Inc.

Ms. Jansen's responsibilities included roadway modeling, quantities, estimating, creating project reports, utility coordination, public infrastructure design, and the design and analysis of highways and highway interchanges.

Assistant Engineer | Wood Rogers, Inc.

Ms. Jansen's tasks included project coordination, assisting with project and construction management, drafting, submittal processing, and cost estimations for subdivisions, major roadways, and parks.

Intern Engineer | Frayji Design Group

Ms. Jansen's tasks included grading improvement plans, subdivision improvement plans, cost estimations, site design, project coordination and forward planning.

Darcey Messner PE

Senior Plan Check Engineer

LICENSES & CERTIFICATIONS

Building Plans Examiner | ICC 5058093

Permaculture Design Certificate | No. 11452

California Professional Civil Engineer |License No. C59754

Nevada Professional Civil Engineer | License No. 015599

EDUCATION

M.S., Civil Engineering
University of Nevada, Reno | Reno, NV

B.S., Mechanical Engineering
Stanford University | Stanford, CA

PROFESSIONAL AFFILIATIONS

Builders Without Borders: Member

California Straw Building Association (CASBA): Member

International Code Council (ICC): Member

Tahoe Truckee Engineers Association (TTEA): Member, Structural Committee, Former President

Truckee Talkers ToastmastersCompetent Communicator, Advanced Communicator Bronze, Effective Coaching 1 & 2

Sierra Green Building Association (SiGBA): Former Member, Cofounder

Ms. Messner is a Senior Plan Check Engineer with over 36 years of engineering experience. Ms. Messner offers a wealth of California and Nevada Building Code knowledge to CSG's clients. To this role, she brings leadership and management experience, and excellent organizational and time management skills.

RELEVANT EXPERIENCE

Plans Examiner II | Town of Truckee, CA

Ms. Messner performed plan review for residential and commercial plans, specifications, and calculations submitted to the Building Division for structural and non-structural compliance with building codes, regulations, and ordinances. She provided information and assistance to engineers, architects, builders, and the public relating to the codes and regulations. Her responsibilities also included updating forms, checklists, informational handouts, municipal code sections and code petitions as well as training and mentoring Plans Examiner I. Ms. Messner also participated in the Town's Sustainability Committee and Energy Reach Code research.

Owner/Civil Engineer | EcoEngineering, Truckee, CA

Ms. Messner was the sole proprietor of a design and structural engineering practice which specialized in ecologically orientated residential design with an emphasis on straw bale and natural building, passive solar, and green building materials and methods. She provided service for new construction, additions, conversions, and remodels in seismically active, high snow load areas.

Cofounder/ Advisory Board/Technical Consultant | Pakistan Straw Bale and Appropriate Building (PAKSBAB)

Ms. Messner designed an affordable, climate-friendly, and locally appropriate straw bale building system to promote natural and sustainable building for marginalized families in Pakistan. Her responsibilities included organizational oversight, mentoring and training, strategic planning, design and engineering, grant and proposal writing, and presentations. She was also the principal investigator for PAKSBAB's seismic research project.

Civil Engineer | Elise Fett & Associates, Ltd., Incline Village, NV

Ms. Messner performed structural engineering calculations for residential new construction, additions, remodels, and minor commercial projects. She designed retaining walls, custom trusses, and connections and produced architectural and structural plans using AutoCAD. She also created site maps per County and Tahoe Regional Planning Agency (TRPA) coverage, BMP, and permitting requirements.

Project Engineer | Gary Davis Consulting Civil Engineers, Tahoe City, CA

Ms. Messner produced structural engineering calculations for new residences and garages, additions, remodels, retaining walls, decks, covered walkways, re-roofing projects, and docks. She also inspected foundations and framing for engineering conformance. She performed as-builts to document structural layout and coverage, and to create site maps for the TRPA.

Designer/Builder | Messner-Howlett Construction, LLC, Truckee, CA

Ms. Messner was a partner in a residential construction business. She was involved in all phases of construction for two custom houses in Tahoe Donner. She designed and drafted architectural and engineering plans. Ms. Messner was also responsible for agency processing, selecting and ordering materials, evaluating bids, and project scheduling.

Product Design/Development Engineer | Raychem Corporation, Menlo Park, CA

Ms. Messner designed, prototyped, and developed telephone related products with an emphasis on environmentally sealed indoor and outdoor connectors.

Rajesh **Vangala** CBO, CASp

Building Official
Principal Plans Examiner

LICENSES & CERTIFICATIONS

Certified Building Official | 8166142

Buildings Plans Examiner | ICC 8166142

Certified Access Specialist CASp | 711

EDUCATION

Master of Structural Engineering, Andhra University Visakhapatnam, Andhra Pradesh

Bachelor of Civil Engineering, Andhra University Visakhapatnam, Andhra Pradesh

Mr. Vangala brings over 15 years of plan check experience to CSG and its clients. As Principal Plans Examiner, Mr. Vangala has a wealth of knowledge in various aspects of the California Building Codes, applying his knowledge in California building, mechanical, electrical, plumbing and energy codes, as well as OSHPD (OSHPD3). Mr. Vangala is also well versed in analyzing structural engineering aspects of all designs and calculations, evaluating test reports, and approving plans that comply with California Codes and regulations.

CSG EXPERIENCE

Principal Plans Examiner | Multiple CSG Client Agencies

Mr. Vangala has served as a Principal Plans Examiner for the following CSG client agencies:

- *City of Alameda*
- *City of Oakland*
- *City of Half Moon Bay*
- *City of Foster City*
- *City of Marina*
- *City of Cupertino*
- *City of Hayward*
- *City of Salinas*
- *City of South San Francisco*
- *City of Sunnyvale*
- *City of Redwood City*
- *City of Brisbane*
- *City of San Mateo*
- *City of El Cerrito*

CSG PROJECT EXPERIENCE

Veterans Affairs Department of Defense Outpatient Clinic | City of Marina, CA

Mr. Vangala provided complete building plan review for this integrated Department of Veterans Affairs and Department of Defense 146,000 sq. ft., three-story joint health-care clinic, the first in California. This project achieved LEED Gold certification per the LEED for Healthcare 2009 Edition.

Glen Loma Ranch Town Center Senior Apartments | City of Gilroy, CA

Mr. Vangala was project manager and provided plan review for the project involved a 73,784 sq. ft., three-story, 72-unit apartment with a total of 87 bedrooms and 72 bathrooms.

Facebook B103 Offices | City of Sunnyvale, CA

Mr. Vangala was the project manager and provided plan review for a large tenant improvement of an eight-story building for Facebook.

SoHay Mixed-Use Buildings | City of Hayward, CA

Mr. Vangala was the project manager and provided plan review for two mixed-use buildings with 36 apartments units and 10,000 sq. ft. of commercial space.

Half Moon Village Senior Housing Complex | City of Half Moon Bay, CA

Mr. Vangala provided complete building plan review services for this 115-unit affordable senior housing project.

Lincoln Centre Biomed Campus | City of Foster City, CA

Mr. Vangala provided building review of the redevelopment of an existing 280,000 sq. ft. campus into a nearly 600,000 sq. ft. biomedical and life science research campus.

Atria at Foster Square Mixed-Use Senior Housing | City of Foster City, CA

Mr. Vangala provided building plan review of this six-story new construction building. The senior living mixed-use structure includes 155 senior living units, common space, and courtyards.

Sutter Health Memorial Hospital | City of Los Banos, CA

Mr. Vangala provided building plan review of this 5,153 sq. ft. single story non-residential building with $1,286,742 valuation project.

The Promontory Student Housing at CSU Monterey Bay | City of Marina, CA

Mr. Vangala provided complete building plan review for this 270,000 sq. ft., 174-unit apartment complex.

Helen **Chiu** PE, CASp

Regional Plan Check Manager

LICENSES & CERTIFICATIONS

Professional Civil Engineer, State of California | 90321

Certified Plans Examiner | ICC 8213824

EDUCATION

Bachelor of Science, Civil Engineering
Concentration in Structural Design
California Polytechnic State University | San Luis Obispo, CA

PROFESSIONAL AFFILIATIONS

Engineers Without Borders (EWB)

Society of Civil Engineers (SCE)

Society of Women Engineers (SWE)

Mathematics Engineering Science Achievement (MESA)

Ms. Chiu is a Principal Plan Check Engineer with more than 10 years of experience in the building industry. She currently provides building plan review services to CSG clients throughout California.

CSG EXPERIENCE

Senior/Principal Plan Check Engineer | Multiple CSG Client Agencies

Ms. Chiu provides plan review services to CSG client agencies that include:

- *City of Santa Clara*
- *City of Woodside*
- *City of Belmont*
- *City of Alameda*
- *City of Brisbane*
- *City of Sunnyvale*
- *City of San Mateo*
- *City of Hayward*
- *City of Santa Cruz*
- *City of South San Francisco*
- *City of San Leandro*
- *City of Mill Valley*
- *Town of Los Altos Hills*
- *County of Santa Clara*
- *County of San Mateo*
- *Town of Ross*
- *Town of Colma*
- *Town of Hillsborough*

PRIOR EXPERIENCE

Permit Technician | City of San Mateo, CA

Ms. Chiu served as Permit Technician responsible for processing building permit applications; providing plan check review for non-structural over-the-counter permits; and providing information to the public regarding permit process requirements, general building codes and inspection procedures.

Assistant General Contractor | CDX Builders, San Francisco, CA

Ms. Chiu worked closely with the project manager on site to assist with construction scheduling and provide specific instructions for workers to build according to plan details and specifications. Through her work, she gained extensive exposure to construction products and techniques typically used in the industry today, (i.e. Simpson hold down, strong-tie, clips, angles, epoxy grout), special inspections (i.e. ultrasonic test on welded beams & columns, core samples on CMU walls, torque test on electrical mounts, and soil compaction test), rebar placement, concrete pour, structural framing, and interior/exterior finishes.

Summer Intern | Santos & Urrutia Structural Engineers, San Francisco, CA

Ms. Chiu worked closely with multidisciplinary teams in designing and calculating structural beams, moment frames, and generating seismic and geologic evaluation reports for the following projects:

- "Green" Emergency Housing Unit (new portable modular housing to be available throughout the United States)
- Renovation design of a 4-story existing apartment building (San Francisco)
- Structural design on a 5-story new apartment building (Burlingame)

Linh **Tran** PE, CASp

Regional Plan Check Manager

LICENSES & CERTIFICATIONS

Professional Civil Engineer
State of California | 85451

Certified Plans Examiner
| ICC 8297568

EDUCATION

Master of Science, Civil Engineering
San Jose State University, San Jose, CA

Bachelor of Science, Civil Engineering
San Jose State University, San Jose, CA

Mr. Tran is a Senior Plan Check Engineer with over 10 years of engineering experience. Mr. Tran offers a wealth of California Building Code knowledge to CSG's clients. For CSG, he examines plans of single and multi-family projects to determine compliance with the provisions of the California Building, Mechanical, Electrical, Plumbing, Energy, and Green Building Codes.

RELEVANT JURISDICTIONAL EXPERIENCE

Plan Check Engineer | Multiple CSG Client Jurisdictions

Mr. Tran has provided on-site plan check engineer services for multiple jurisdictions in California. He reviewed a variety of projects including residential additions, new construction, and commercial tenant improvements. A sampling of jurisdictions Mr. Linh provided services for are:

- *City of Scotts Valley*
- *City of Gilroy*

NOTABLE PROJECT EXPERIENCE

Office Tenant Improvement | City of South San Francisco, CA

Mr. Tran provided plan review for a tenant improvement of a 43,668 SF office building with a basement and two-stories. The first floor included food services, a gym, and a full-functioning office. The second floor included a full-functioning gym and locker room. And the basement level included a locker room and spa.

Office Tenant Improvement | City of Alameda, CA

Mr. Tran provided plan review of a lower level addition to a three-story building of five residential units, approximately 4,400 square feet, including replacement of existing foundation with new retaining walls.

Camden Place | City of Hayward, CA

Mr. Tran master plan submittal for new tract homes of four different models ranging from 2,300 square feet to 2,900 square feet.

614 Grand Ave | City of South San Francisco, CA

Mr. Tran conducted plan review for a new three-story building of two residential units, approximately 3,300 square feet, with covered parking spaces at the bottom level.

27640 Sherlock Road | Town of Los Altos, CA

Mr Tran performed plan review of first and second floor additions with complete remodel of existing dwelling unit utilizing Wildland Urban Interface in high fire hazard zone. The size of the structure was approximately 5,500 square feet.

739 Clearfield Drive | City of Milbrae, CA

Mr. Tran reviewed plans for a two-story addition with internal remodel utilizing conventional construction.

2135 Leland Avenue | City of Mountain View, CA

Mr. Tran provided plan review of a demolished existing home to building a new one-story house of approximately 3,300 square feet.

Kit **Wong**

Principal Plans Examiner

LICENSES & CERTIFICATIONS

Certified Plans Examiner,
|ICC 5300662

Certificate of Completion
"Fire & Life Safety Plan Review" (DSA)

EDUCATION

Bachelor of Science, Civil Engineering
University of California, Davis
| Davis, CA

Ms. Wong serves as a Principal Plans Examiner in the Plan Review Division of CSG Consultants. Her expertise includes enforcement of Building Codes for several jurisdictions throughout California. Her experience in complex commercial and residential structures provides CSG and our clients with the highest quality plan review.

Prior to her employment with CSG, Ms. Wong developed her skills as a Design Engineer for a structural engineering firm in San Francisco. She was instrumental in developing a wide variety of engineering projects including lateral analysis and design, design of concrete, masonry, steel and wood building elements, design of deep shoring and underpinning systems and preparation of structural assessment reports. Ms. Wong's field work has included building investigations, pre-construction damage surveys and special inspection of deep shoring and underpinning systems.

RELEVANT JURISDICTIONAL EXPERIENCE

Principal Plans Examiner | Multiple CSG Client Agencies

Ms. Wong has provided plan review services to client agencies that include, but are not limited to:

- *City of Colma*
- *City of Hayward*
- *City of Cupertino*
- *City of Marina*
- *City of Carmel by the Sea*
- *City of San Bruno*
- *City of S. San Francisco*
- *County of San Mateo*
- *City of Mountain View*

NOTABLE PROJECT EXPERIENCE

Genentech Development | City of South San Francisco, CA

Ms. Wong has served as the main point of contact between CSG and Genentech for the past 11 years. She provides plan review services (building, mechanical, electrical, plumbing, energy and CALGreen) for all buildings (~65 count) on Genentech's South San Francisco campus.

New Shell Building | City of Hayward, CA

Ms. Wong performed review for this new 1-story shell building of 42,098 sq.ft. with civil improvements (Phase 1).

El Granada Fire Station | County of San Mateo, CA

Ms. Wong performed review of this new single story 12,425 sq.ft. essential services fire station including 7 bunk rooms, 3 drive through apparatus bays, kitchen & dining room, day room, training room, offices, turnouts, fitness room, extractor, laundry, storage room, 72 hour run generator & fueling tank, and trash and recycle containment.

Apple Park (Campus II) | City of Cupertino, CA

Ms. Wong performed review for the new visitor's center and two (2) new reception buildings (named Wolfe and Tantau).

City of San Mateo Regional Operational Center | County of San Mateo, CA

Ms. Wong performed review for new 2 story 35,000 square feet building.

Shops at the Dunes | City of Marina, CA

Ms. Wong performed review for two new buildings with restaurants "Chipotle" and "Deli Delicious".

Southland Mall | City of Hayward, CA

Ms. Wong performed review of tenant improvements for the Southland Mall.

Residential Development | City of Mountain View, CA

Ms. Wong performed review for new three (3) stories 6 units residential development.

Lily Hallett CASp

Associate Plans Examiner

LICENSES & CERTIFICATIONS

Certified Access Specialist | CASp 363

Building Plans Examiner | ICC 8077385

EDUCATION

B.S. Interior Architecture and Design, San Jose State University | San Jose, CA

Ms. Hallett provides building plan review and CASp review services for CSG and its clients. She has over 19 years of experience in construction design and space planning. She is a highly motivated industry professional with extensive knowledge of space planning, plan review for code compliance, and accessibility issues. In performing plan review services for her clients, Ms. Hallett leverages the skills she has gained throughout her prior planning and design work experience.

RELEVANT EXPERIENCE

Building Plans Examiner | CSG Client Agencies

Ms. Hallett is a building plans examiner for CSG Consultants and its client agencies. She is responsible for all aspects of residential building plan review projects including mechanical, electrical, and plumbing reviews.

Designer | Steelwave CDS, San Mateo, CA

Ms. Hallett had an active role in the preparation of space planning and programing and performed field surveys for existing conditions to generate accurate as-built plans. She provided code search and analysis for egress and accessibility compliance prior to developing construction drawings. Additionally, she coordinated with MEP engineers, reviewed constructability with construction project managers as well as coordinated with agency plan reviewers regarding the building permit process.

Designer | Lily Hallett Design, Half Moon Bay, CA

As a designer, Ms. Hallett met with clients to evaluate space requirements, needs and budgets. She also reviewed preliminary plans and developed construction designs for clients. She coordinated with other professionals, such as contractors and MEP engineers to ensure project success. Ms. Hallett also performed CASp inspections for client projects and was also hired by homeowners to perform project surveys to check for any accessibility issues before starting projects.

Designer/Space Planner | SJ Sung and Associates, San Mateo, CA

Ms. Hallett advised clients on interior design factors such as planning, layout and utilization of furnishings or equipment, and color coordination. Her responsibilities also included reviewing shop drawings and using computer-aided drafting (CAD) and related software to produce space plans and construction documents.

Mike Leach CBO

Senior Building Inspector

LICENSES & CERTIFICATIONS

Certified Building Official CB
Building Plans Examiner B3
Building Code Specialist B8
Commercial Combination Inspector C5
Electrical Inspector E5
Combination Inspector C8
Mechanical Inspector M5
Plumbing Inspector P5
Commercial Electrical Inspector E2
Building Inspector B5
Residential Inspector E1

EDUCATION

AA Degree in Construction Technology
Ventura College
Ventura, CA

RELEVANT EXPERIENCE

Building Official | Multiple CSG Clients

Mr. Leach provides Deputy Building Official Services for the City of Elk Grove where he provides administrative management, plan review, and inspection services which include combination inspections for single family residential, commercial, institutional, industrial, and multi-family structures. In addition, Mike has provided services for several CSG clients including Cities of Stockton and Mill Valley, County of Placer, and throughout the County of Napa. Duties include inspections of new residential, commercial, and industrial as well as remodels / additions and tenant improvements to both residential and commercial occupancies.

Chief Building Official | City of Santa Paula, CA

Mr. Leach was responsible for the overall administration and supervision of the Building and Safety and Code Enforcement Departments. Mr. Leach oversaw staff, payroll, evaluations, and customer service for these departments. Some of his responsibilities included review of plans for code compliance prior to permit issuance, collaboration with other city departments to expedite developments, directed the implementation for the recent fee update, code adoption and budget, and helped design and implement a COVID-19 permit issuance and inspection program.

Supervising Inspector | City of Santa Paula, CA

Mr. Leach was responsible for the day-to-day inspections performed by field inspection staff and reporting to the Building Official. Mr. Leach tasks included acting as a lead inspector on more complex projects such as the City's Water recycling Facility, and a multi-story apartment complex with a parking garage. He also performed a limited amount of plan review on regular, light-framed construction.

Building Inspector II | City of Santa Paula, CA

Mr. Leach was responsible both commercial and industrial area inspections under the direction of the Supervising Inspector for new construction. He was also responsible for code enforcement in commercial and industrial properties and enforcement of uninhabitable residential dwellings and property maintenance.

Raymond **Sandoval**

Senior Building Inspector

LICENSES & CERTIFICATIONS

(CA) Residential Building Inspector
(CA) Commercial Mechanical Inspector
(CA) Commercial Pluming Inspector
(CA) Residential Building Inspector
(CA) Residential Mechanical Inspector
(CA) Residential Plumbing Inspector
(ICC) Commercial Building Inspector
(ICC) Commercial Mechanical Inspector
(ICC) Commercial Plumbing Inspector
(ICC) Residential Building Inspector
(ICC) Residential Mechanical Inspector
(ICC) Residential Plumbing Inspector | ICC 5224921

(SAP) Safety Assessment Program Certified
(NIMS) National Incident Management System Certification

EDUCATION

ICC/UBC Certified Building Inspector | Linhart, Peterson, Powers Associates (LP2A) Training Institute (2003)
CSG Academy | Newman, CA

General Education
American River College | North Highlands, CA

Mr. Sandoval is an ICC certified building inspector who brings more than 40 years of building industry experience to CSG and its clients. With more than 20 years of building inspection experience alone, he has developed a deep knowledge base regarding building policies and procedures, codes associated with residential/commercial/multifamily projects, and working with contractors to resolve code compliance issues. During his career, Mr. Sandoval has provided building inspection services for agencies that include the Cities of Oroville, Desert Hot Springs, Elk Grove, Sacramento, Lodi and Yuba City.

CSG EXPERIENCE

Senior Building Inspector | City of Elk Grove, CA
As a CSG Building Inspector, Mr. Sandoval provides inspection services for the City of Elk Grove, inspecting residential, commercial, and multifamily structures.

PRIOR EXPERIENCE

Building Inspector | Interwest
Mr. Sandoval served as a building inspector for Interwest for more than five years, providing inspection services to client agencies.

Building Inspector | City of Oroville, CA
Mr. Sandoval served as a building inspector for the City of Oroville for nearly 10 years.

Building Inspector | Willdan Engineering
Mr. Sandoval served as a building inspector for Wildan Engineering.

Senior Building Inspector | City of Desert Hot Springs, CA
Mr. Sandoval was promoted to Senior Building Inspector with supervisory duties during his time serving the City.

ADDITIONAL INDUSTRY EXPERIENCE

Throughout Mr. Sandoval's 40-year career in the building industry, he has worked in a variety of roles that include the following:

- **Business Owner** – Home Inspector (Grass Valley, CA)
- **Drywall Regional Manager** – Quality Drywall (Temecula, CA)
- **Drywall Superintendent** – WallDesign, Inc. (Irvine, CA)
- **Framing Contractor** – MWB Framing Contractors (Rocklin, CA)
- **Drywall Foreman** – Sierra Wes Drywall (Loomis, CA)

Wayne **Carvalho**

Principal Planner

EDUCATION

Master of Public Administration
California State University, Long Beach
School of Public Policy and Administration

Bachelor of Arts
University of California, Irvine
Environmental Health and Planning
School of Social Ecology

Mr. Carvalho serves as a Senior Planner for CSG and its clients. He has over twenty-seven years of Community Development experience with local municipalities including Current Planning, Advance Planning and Code Enforcement Divisions. His work has included supervising Planning staff and Zoning Counter Operations and he has also facilitated the processing of project entitlement projects to Planning Commission and City Council. He has provided private planning consultative services for land use entitlements and project development, as well as contract planning services for governmental agencies.

RELEVANT EXPERIENCE

Principal | Carvalho & Associates
Mr. Carvalho offered Land Use/Planning Consultant services where he coordinated development projects for private clients including submittal and monitoring of entitlement applications through governmental agencies. He provided clients with land use feasibility studies consisting of conceptual site plan options and zoning conformance review. Additionally, he supplied contract planning services to cities.

Senior Planner |City of Brea
Mr. Carvalho processed planning entitlement applications for various development projects. He also supplied staff support and zoning information to business owners and residents as well as prepared staff reports and represented staff at Planning Commission and Council Committees. He represented city staff in regional organizations including OCCOG.

Department Specialist/Associate Planner |City of Huntington Beach, Planning Division
Mr. Carvalho processed various Planning entitlement applications including General Plan Amendments, Zone Changes, Environmental Impact Reports, Environmental Assessments (Mitigated Negative Declarations), Specific Plans, Master Plans, Tentative Parcel and Tract Maps, Final Maps, Conditional Use Permits, Variances, etc. He represented staff and presented reports to City Council, Planning Commission, Zoning Administrator and other boards and commissions. He coordinated and supplied all plan check review services for the Planning Division, including Building, Zoning, Grading, and Landscaping Plan Check submittals. Mr. Carvalho also supervised 6-8 planning staff and coordinated plan check review. He was the staff liaison to the City's Design Review Board and Environmental Assessment Committee and processed City-sponsored applications to LAFCO and California Coastal Commission.

Senior Project Manager |Civic Solutions Inc.
Mr. Carvalho provided entitlement case processing and plan check services for the City of Anaheim, Planning Services Division. He facilitated environmental (CEQA) review with on-call consultants for preparation of Draft EIRs and Mitigated Negative Declarations. He is proficient in electronic plan check software including Bluebeam, E-PlanSoft and Accela permit software systems.

Contract Planner |RRM Design Group
Mr. Carvalho supplied entitlement case processing and plan check services for the City of Anaheim, Planning Services Division.

Contract Planner |Lilley Planning Group
Mr. Carvalho provided government clients with Planning Services ranging from entitlement processing/case planning, plan check coordination, special projects including preparation of Ordinances, Housing Element updates, Specific Plans, and amendments to General Plans. He was responsible for facilitating Environmental (CEQA) review and processing for all major projects. He coordinated with on-call consultants for the preparation of CEQA compliance documents.

Babak **Kaderi** CFM

Senior Project Manager

LICENSES & CERTIFICATIONS

Certified Floodplain Manager

FEMA Elevation and Floodplain Management Training

South Bay Water Recycling Site Supervisor Certificate

Traffic Control Technician and Traffic Control Flagger Certificate of Training

Certificate of Completions for SF Bay RWQCD Construction Site Compliance for Water Quality Protection

Access Management Traffic Manual Certificate

Autodesk Certificate of Completion 2007

EDUCATION

MS, Industrial Technology
Indiana State University
| Terre Haute, IN

BS, Manufacturing Technology
Indiana State University
| Terre Haute, IN

Mr. Kaderi has over 30 years of civil engineering, land development, and planning and development project management experience. His land development experience includes, but is not limited to plan checking, code compliance, and understanding of regional public agency regulations and requirements.

For CSG, Mr. Kaderi has provided development plan review for the Cities of Mountain View, Belmont and Dublin, as well as onsite review for the City of Hayward, Gilroy, and Monte Sereno. Prior to joining CSG, Mr. Kaderi served as an Assistant Civil Engineer to the City of Milpitas for 25 years. For Milpitas, Mr. Kaderi provided plan check of developments and served as the floodplain manager.

RELEVANT EXPERIENCE

Land Development Staff Augmentation | City of Gilroy, CA

Mr. Kaderi performs onsite land development review for the City's development projects. His general duties included providing Conditions of Approval for Planning projects and plan check review of all major and minor private development (residential and commercial) including but not limited to grading plans, public improvement plans, utility improvement plans, tenant improvement plans, and plot plans. Review and process Tentative Maps, Parcel Maps, and Final Maps. Mr. Kaderi has been involved in processing improvement agreements, writing staff report for project approval, processing reimbursement agreements, and notice of completions. Review and approve major tract on-site and off-site improvements. Notable projects Mr. Kaderi was involved in includeded:

- **Hoey North Tract Development** –80Unit hillside single family residential development with Glen Loma Ranch development area.
- **Town Center Development at Glen Loma Ranch** – Mixed development of affordable apartment, single family residential, fire station and community park.
- **Miller Avenue realignment** – Realignment of major collector and related utilities to accommodate Glen Loma Ranch development area.
- **Heartland Garden Tract Development** – Process development of single-family residential tracts within Hecker Pass development area.
- **Heartland Triangle** - Process development of a single-family residential tract within Hecker Pass development area.
- **Harvest Park Tract Development** - Process development of single-family residential tracts within Hecker Pass development area.
- **Hecker Pass Trail and Bike Staging Park** – Process development of the Hecker Pass bike trail along HWY-152 frontage and a community bike staging park.
- **NISSAN Dealership** – Process development of commercial parcel for Nissan dealership entailing vacation of public street and merging of the parcels to accommodate development.

Land Development Staff Augmentation | City of Hayward, CA

Mr. Kaderi performed on-site plan review for reviewing and approving site permits, building permits, and encroachment permits. His general duties included providing plan check and review of all major and minor private developments (residential, commercial, and industrial) including but not limited to tentative maps, tract maps, parcel maps, legal descriptions, grading plans, public improvement plans, on-site improvement plans, tenant improvement plans, and plot plans. Review and provide Engineering Conditions of Approvals for all development projects.

Mr. Kaderi also reviewed and approved pre-construction Storm Water Pollution Prevention Plan (SWPPP) and post-construction Storm Water Control Plans (C.3).

Morten Myers

Fire Services Specialist

LICENSES & CERTIFICATIONS

CSFM Certified Fire Marshal | 460-8504

CSFM Certified Fire Prevention Officer | 160-8504

CSFM Certified Fire Prevention Specialist | 260-8504

CSFM Certified Fire Plans Examiner | 360-8504

CSFM Certified Fire Training Instructor | 10017778 (SFT ID #)

Certified Fire Plans Examiner | ICC 8248167

NCSA Certified California Fire Code Inspector | CFC0250.10

Certified Fire Investigator I | 881151

Fire Investigator II | 870233

Certified Fire Officer | 016054

Certified Fire Instructor I | 092328

EDUCATION

Associates Degree, Liberal Arts
Butte Community College
|Oroville, CA

AFFILIATIONS

Butte County Arson Task Force, Member

Butte County Critical Incident Stress Management Team, Member

Mr. Myers has over 22 years of experience working as a Fire Code official, during which time he has gained extensive knowledge and expertise in understanding, interpreting and enforcing Fire and Building related codes. He has served on various code development committees and is experienced with the code development process. He applies the skills and knowledge developed through his experience, and is adept at facilitating the development process within reason while maintaining the safety of the public as intended.

RELEVANT EXPERIENCE

Fire Marshal | Chico Fire Rescue, Chico, CA

Mr. Myers managed the Fire Prevention Bureau, providing public education, code interpretation and enforcement, and fire investigation services to the City of Chico. He also performed plan review for fire alarm systems, automatic fire sprinkler systems, fixed suppression systems and various code-related activities requiring a Fire Code permit. Mr. Myers assisted in the development and implementation of electronic inspection and plan review processes. In addition, he oversaw the successful application and implementation of a FEMA grant for public education, successfully obtaining a Fire Prevention Education Trailer and a Bullex Fire Extinguisher Training Prop.

Associate Instructor | Butte Community College. Oroville, CA

Mr. Myers teaches “Fundamentals of Fire Prevention” for the Fire Science program at Butte College.

Fire Prevention Inspector | Chico Fire-Rescue, Chico, CA

As a Fire Prevention Inspector, Mr. Myers enforced Fire and Building Codes in both permitted and non-permitted occupancies. He developed and implemented public education programs utilizing the concept of education through characterization (Fire Clown) for elementary school children. He also developed investigative skills for determining the origin and cause of fires and processing information obtained for prosecution of arson crimes.

Fire Fighter | Chico Fire-Rescue, Chico, CA

Mr. Myers routinely responded to and mitigated emergencies as well as maintained dexterity as a trained firefighter.

Daniel **Najera**

Fire Services Specialist

LICENSES & CERTIFICATIONS

ICC Fire Inspector I

JACHO Life Safety Code Surveyor

JACHO Advanced Life Safety Code Surveyor

JACHO Life Safety Code Surveyor ICHDDH

EDUCATION

Administration of Justice
Sacramento City College

Fire Science, Cosumnes River College

Fire Science, Delta College

California Public Safety Leadership Ethics Program, Santa Rosa Community College

Hazardous Materials Inspections, National Fire Academy, Emmittsburg, Maryland

PROFESSIONAL AFFILIATIONS

Nor Cal Fire Prevention Officers Past Co-Chair Fire Code Committee

Past Co-Char Legislative Committee

Prior to joining CSG, Mr. Najera had an extensive career with the California State Fire Marshal's Office (CSFM) for over 29 years. In addition to managing the CSFM's Code Development Division, Mr. Najera held numerous other positions with the CSFM, working his way up from the CSFM Regional Offices as a Field Inspector, Plans Examiner, Supervising Field Inspector, and Supervising Plans Examiner. His skills and insights earned him a promotion to CSFM Headquarters where he served as the State Operations Coordinator, Regulations Manager, and Department Safety/Training Officer.

Mr. Najera uses expertise gained during his 38 years of fire plan review and inspection experience to provide CSG's clients with the highest quality of fire protection services.

RELEVANT EXPERIENCE

Supervising Deputy | Office of the California State Fire Marshal

Mr. Najera managed the CSFM's Code Development Division. In this capacity, he was responsible for all research and development that was the basis for rule-making packages for all proposed regulatory actions in Title 19 and 24, California Code of Regulations. In addition, he represented the State Fire Marshal in various industry and stakeholder meetings as well as National Model Code development hearings. Mr. Najera advised the State Fire Marshal on technical and code-related issues and served as primary contact and liaison with other private, state and federal agencies on code-related issues. Mr. Najera is an expert in California Building and Fire Codes.

Assistant Fire Marshal | University of California Davis Medical Center

Mr. Najera was responsible for overseeing the Medical Center's efforts in maintaining JCAHO fire accreditation. He reviewed and approved construction documents for compliance with both state and federal requirements for both Health Care and Physical Plant Buildings, and coordinated plan reviews and inspections of OSHPD and non-OSHPD projects with project managers and other campus personnel. Mr. Najera maintained OSHPD-Inspector certification, attended all OSHPD training sessions and subsequently trained his division personnel to perform construction inspections and fire protection systems-related acceptance tests.

NOTABLE PROJECT EXPERIENCE

Shingle Springs Red Hawk Resort and Casino | Shingle Springs Band of Miwok Indians

Jackson Rancheria Casino Resort | Jackson Rancheria Band of Miwuk Indians

Nutrien Ag Solutions | South San Joaquin County Fire Protection District

Olin Chlor Alkali | South San Joaquin County Fire Protection District

Barbara **Easter**

Fire Services Specialist

LICENSES & CERTIFICATIONS

National Code Services Association Certified California Fire Inspector| CFC0022.13
California State Fire Marshal Fire Instructor I | 120-9590
Fire Inspector I | 772129
Fire Inspector II | 870228
Fire Plan Examiner | 870180
California State Fire Marshal Fire Investigator | 881363
Community Risk Educator | 661093
California State Fire Marshal Fire Fighter I | 017804
California State Fire Marshal Fire Fighter II | 008997

EDUCATION

Associates Degree in Fire Technology
American River College | Sacramento, CA

Associates Degree in Forestry
Sierra Junior College | Rocklin, CA

PROFESSIONAL AFFILIATIONS

Past President Sacramento Regional Fire Prevention Officer's Association

Past President Sacramento Valley Fire Prevention Officer's Association

Northern California Fire Prevention Officer's Association

Past Vice President Solano Napa Fire Chief's Association, Fire Prevention Section

Liaison to Napa County Planning Commission

Ms. Easter has over 35 years of experience in the fire services field. She has served in a variety of fire prevention capacities, held positions of increasing responsibility, and is highly knowledgeable of current codes and procedures. She is adept at identifying fire safety hazards and recommending corrective measures – applying the knowledge developed through her extensive experience.

RELEVANT EXPERIENCE

Fire Inspector II/ Fire Investigator | Cosumnes Fire Department, Elk Grove, CA
As a Fire Inspector, Ms. Easter's responsibilities included reviewing plans and specifications of commercial and residential projects and fire alarm systems, as well as participating in pre-construction conferences with contractors, homeowners, developers, City and County staff. She also tracked, prioritized, and managed fire and life safety submittals utilizing the Permits Plus database.

Fire and Life Safety Officer II | State of California Division of State Architect, Sacramento, CA
Ms. Easter tracked, prioritized, and managed fire and life safety submittals utilizing the e-Tracker database. She also addressed questions from design professional related to fire code and life safety.

Fire Prevention Specialist II | California Department of Forestry and Fire Protection, Sonoma-Lake-Napa Unit, CA
As a Fire Prevention Specialist, Ms. Easter enforced Fire Codes and Regulations and reviewed building, sprinkler and fire alarm systems plans. She also served as an instructor in the Mini JAC Academy and as a liaison with the State Fire Marshal's Office.

Deputy State Fire Marshal | California Department of Forestry and Fire Protection, State Fire Marshal's Office
Ms. Easter's tasks included preparing comprehensive reports and correspondence and conducting Fire and Life Safety inspections for compliance. She also applied and implemented Fire Codes and Regulations, and was responsible for fire plan review of buildings and fire protection systems.

Fire Inspector II | Sacramento Army Depot Fire Department, Sacramento, CA
As a Fire Inspector, Ms. Easter provided Emergency Service Response and instructed Fire Prevention and First Aid classes for Army personnel.

Fire Prevention Assistant | California Department of Forestry and Fire Protection, Nevada-Yuba-Placer Unit
Ms. Easter accumulated statistical data and performed budget management. She also managed the Fire Information Center, and developed Fire Prevention and Life Safety Exhibits. She was also responsible for training and supervising volunteers.

Curt Itson

Fire Services Specialist

LICENSES & CERTIFICATIONS

Certified Fire Inspector I | ICC 8716000

California State Fire Marshal Fire Prevention Officer I | 771741

California State Fire Marshal Fire Investigator I | 092812

CSFM Firefighter II | 007360

CA P.O.S.T. Peace Officer | B106785

US/OSFM Lead Campus Fire Marshal Designation

EDUCATION

Fire Science Technology
Palo Verde College, Blythe, CA

Fire Science Technology
Mission College, Santa Clara, CA

Administration of Justice
Delta College, Stockton, CA

PROFESSIONAL AFFILIATIONS

International Association of Fire Chiefs

International Association of Fire Fighters

International Association of Arson Investigators

California Conference of Arson Investigators

National Fire Protection Association

NorCal Fire Prevention Officers Association

Council of Campus Fire Marshals

Mr. Itson serves as a fire services specialist for CSG and its client agencies. He has over 25 years of experience in the fire services field. Mr. Itson has served in a variety of fire prevention capacities, held positions of increasing responsibility, and is highly knowledgeable of current codes and procedures.

RELEVANT EXPERIENCE

Fire Services Specialist | Multiple CSG Client Agencies

Mr. Itson has provided plan review services for a number of CSG's clients including the Cities of Tracy, Modesto, and Ceres as well as over-the-counter plan review for the City of Stockton. In addition, he has performed inspections for the Cities of Tracy, Ceres and Dos Palos.

Fire Inspector III | Merced County Fire Department

Mr. Itson conducted plan review and construction inspections of commercial/industrial buildings, and sprinkler and fire alarm systems, and performed code enforcement activities related to local, State, fire and life safety codes and ordinances. In addition, he conducted annual license inspections of day care homes, pre-schools and mental health care institutions ensuring compliance of these buildings with their intended use and with Title 19 of the State Administrative Code.

Campus Fire Marshal (AHJ) | University of California, Berkeley and University of California, San Francisco—Campus and Medical Center

Mr. Itson supervised Deputy Fire Marshals, provided direction to Department Safety Advisors, and acted as a representative of the California State Fire Marshal (by MOU) in enforcement of State rules and regulations concerning fire and life safety. Other duties included conducting plan review and construction inspections at OSFM regulated occupancies as well as OSHPD regulated occupancies. He chaired the Medical Center Fire and Life Safety committee and represented UCSF Medical Center as Fire/Life Safety manager in Joint Commission and California DPH issues. Mr. Itson also supervised fire alarm and fire sprinkler system testing, and completed all State required inspections and reports. In addition, he provided on-going training to staff and students, represented the universities in meetings, and served as a liaison with local authorities.

Various Positions | CAL FIRE, Office of the State Fire Marshal

Mr. Itson served the Office of the State Fire Marshal in positions ranging from **Division Chief** to **Deputy State Fire Marshal**. As a Division Chief for the San Benito–Monterey Unit, Mr. Itson managed financial, personnel, and administrative functions, as well as the Law Enforcement / Fire Prevention Bureau, and supervised Emergency Command Center and Training Bureau Battalion Chiefs. He also authored the Monterey County Fire Plan.

As Battalion Chief and Department Fire Marshal/AHJ, Mr. Itson supervised members of the Law Enforcement/Fire Prevention Bureau; approved all fire prevention, public education and fire inspection/engineering activities; performed detailed plan review and construction inspections; and conducted detailed criminal and internal investigations.

As Captain/Investigator/Fire Prevention Officer for CAL FIRE Santa Clara Unit, Mr. Itson authored the Unit Fire Plan, conducted over 100 fire investigations, and acted as the lead Public Information Officer for CAL FIRE in the San Francisco Bay Area. He also founded the "Diablo" FireSafe Council to help citizens of Alameda and Contra Costa Counties develop fire safe communities.

As a Deputy State Fire Marshal, Mr. Itson's responsibilities included reviewing plans and performing construction inspections on State properties. He was assigned as University Fire Marshal at the University of California, San Francisco where he provided on-site plan review and field inspection of large construction projects at the Medical Center and Campus. Mr. Itson was also assigned as University Fire Marshal for California State University, Monterey Bay and was an instrumental in the successful construction and conversion of the Fort Ord Army Base to the new CSUMB Campus. In addition, he performed detailed plan review and construction inspections at the University of California, Berkeley.

Lee Holt CCEO

Code Enforcement Manager

LICENSES & CERTIFICATIONS

California Association of Code Enforcement Officers (CACEO):

Certified Code Enforcement Officer (CCEO)
(Basic, Intermediate, Advanced)

Police Officer Standards Training (POST):

PC 832 Arrest, Search & Seizure #2970-80102-15004

PC 832 Firearms Familiarization #2970-80101-15014

Field Training Officer (FTO) #2970-31725-18-001

Crime Through Environmental Design (CPTED) | #2970-31310-17-001

Interview & Interrogation (I&I) #2970-31445-14004

Drug & Alcohol #2970-20315-15003

Crime Scene & Forensic Photography #2970-31684-16001

California Law Enforcement Telecommunications System (CLETS)

California State Fire Marshal (CSFM):

Investigation 1A

Prevention 1A & 1B

Management 1A

Firefighter 1

Command 1A

ICS 200

HazMat:

FRO Awareness OR 194275

Nuclear Biological Chemical Terrorism OR167282

Decontamination OR167259

Emergency Medical Technician (EMT) #E041012 (2020-2022)

Qualified Applicator License (QAL) (C/F/J Categories) | #115185

EDUCATION

B.A., Liberal Studies/Biology
California State University, East Bay
Hayward, CA

PROFESSIONAL AFFILIATIONS

CACEO Region 1 Director
International Code Council (ICC)
American Association of Code Enforcement (AACE)
California State Fire Association (CSFA)

Ms. Holt is a Code Enforcement Manager for CSG Consultants and its public agency clients. Officer Holt has over 25 years of agency and special district experience, serving in a variety of code enforcement, public health, monitoring, and fire capacities. Ms. Holt is widely credentialed; an effective team member and collaborator across departments, agencies and the public; developer of clear, concise and accurate reports, and brings a strategic mindset in delivering solutions for clients. Ms. Holt is perpetually in pursuit expanding her knowledge and training, and elevating the profession and colleagues.

RELEVANT JURISDICTIONAL EXPERIENCE

Code Enforcement Officer | Multiple CSG Client Agencies

Ms. Holt performed comprehensive code enforcement services as well as assisted with targeted programs including vending enforcement, massage ordinance, program review, STR (short-term rental), C4 Storm Water Inspections at commercial and industrial facilities, and provides council updates and presentations. She has provided code enforcement services the following agencies:

- *City of Campbell*
- *City of Half Moon Bay*
- *City of Hercules*
- *City of Larkspur*
- *City of Livingston*
- *City of Los Banos*
- *City of Millbrae*
- *City of Newark*
- *City of Oakdale*
- *City of Rocklin*
- *City of San Rafael*
- *City of Santa Cruz*
- *City of Sausalito*
- *City of Seaside*
- *Town of Colma*
- *Town of Loomis*
- *Town of Portola Valley*
- *County of Marin*
- *County of Ventura*
- *County San Joaquin*

CSG Code Enforcement Training Officer | City of Gustine, CA

Ms. Holt served as the training officer for new staff in the City of Gustine.

CSG Code Enforcement Supervisor | City of Modesto, CA

Ms. Holt served as the acting Supervisor for staff in the City of Modesto.

ADDITIONAL RELATED EXPERIENCE

Water Operator | Yolo County Flood Control, CA

Ms. Holt served as Water Operator ensuring distribution to growers during irrigation season, including water usage and flow calculation. Other responsibilities included setting up SOP's for water quality testing and written protocols (e.g., calibration) for water quality sensors and collection and setting up SCADA (Supervisory Control and Data Acquisition) system.

Fire Fighter | Vacaville Fire Protection District, CA

In addition to responding to fire calls, Ms. Holt assisted in district functions, outreach, recruit training, sponsored events, OES responses; equipment upkeep; and report writing.

Vector Control Technician | City of Berkeley, CA

Ms. Holt's work included maintaining health and safety conditions within the City utilizing local, state, and federal laws. This included providing response to calls for service about sewage, rodents, insects, raccoons (and other wildlife), abandoned/inoperable vehicles, vegetation, mold, and other health-related concerns.

Vector Biologist | Alameda County Mosquito Abatement, CA

Ms. Holt increased coordination between local agencies and businesses within her assigned zone, through outreach, presentations, and education at community events, fairs, and schools, in addition to source management and enforcement of breeding sources.

Gary **Kornahrens** CCEO

Code Enforcement Supervisor

LICENSES & CERTIFICATIONS

California Association of Code Enforcement Officers (CACEO):

Certified California Code Enforcement (CCEO)

(Basic, Intermediate, Advanced)

CACEO Continuing Education

California Mold Update
Boss to Coach
SB296 Officer Safety Update

Peace Officer Standards Training (POST):

Reserve Officer I

Leadership & Development (250 hours) I Santa Clara County Sheriff's Department

PC 832 Arrest, Search & Seizure

PC 832 Firearms Familiarization

EDUCATION

General Education, Chabot Community College | Hayward, CA

Public Administration, California State University Hayward | Hayward, CA

Reserve Police Academy, College of San Mateo | San Mateo, CA

PROFESSIONAL AFFILIATIONS

California Association of Code Enforcement Officers (CACEO)

Abandoned Vehicle Abatement Service Authority | (AVASA)

Silicon Valley Animal Control Spay and Neuter Committee

TAGNET Anti-Graffiti Task Force

Mr. Kornahrens has over 40 years of enforcement experience, including 26 years as a Code Enforcement Officer and Supervisor with the City of Cupertino, and another 10 years with CSG. Additionally, he has 5 years direct experience conducting Administrative Hearings for the Cities of Fremont, Union City, San Rafael, Lathrop, Napa, Salinas, Ceres, and the Los Rios Community College District. He has served on several boards and commissions including serving three terms on the Abandoned Vehicle Abatement Service Authority (AVASA) and service on the TAGNET Anti-Graffiti Task Force. Mr. Kornahrens has completed the 250-hour POST certified Santa Clara County Sheriff's Leadership and Development class. Now as a Code Enforcement Supervisor, he continues to provide staff mentorship and guidance and assist the Program Manager with proposals and overall program support.

CSG EXPERIENCE

Senior Code Enforcement Officer | Town of Woodside
Mr. Kornahrens is the assigned officer in a long-term assignment in Woodside, and enforces all facets of the municipal code, including health & safety and building violations.

Senior Code Enforcement Officer | Towns of Portola Valley and Colma
Mr. Kornahrens was the established Code Enforcement Officer for these jurisdictions, and trained staff to address and enforce any code violations, including leaf blowers, building violations, and general code concerns.

Code Enforcement Officer | County of San Joaquin, CA
Mr. Kornahrens assisted in the program review of the County's Code Enforcement division.

Code Enforcement Officer | City of Campbell, CA
Acting as the City's full-time code enforcement handling all current cases, Mr. Kornahrens also addressed aged cases in attempts to reduce their case backlog.

Massage Establishment Enforcement Program | City of San Rafael, CA
Mr. Kornahrens was part of a team of representatives that supported the City of San Rafael in enforcing their Massage Ordinance. As a regulatory officer in the Massage Inspection Program (MIP), he was one of the original members who assisted with the implementation of the still operating program.

ADDITIONAL RELATED EXPERIENCE

Senior Code Enforcement Officer | City of Cupertino, CA
As both Senior Code Enforcement Officer and Supervisor, Mr. Kornahrens enforced the Municipal Code for the City of Cupertino.

Reserve Deputy | Santa Clara County Sheriff's Department
Mr. Kornahrens was assigned to the County's Transit Patrol Division.

Reserve Police Officer | Mountain View Police Department
While with Mt. View, Mr. Kornahrens performed solo patrol of an assigned beat within the city.

Community Services Officer | Mountain View Police Department
Responsibilities included both parking enforcement and equipment maintenance scheduling.

Correctional Officer and Reserve Police Officer | Hayward Police Department
Mr. Kornahrens performed custodial care of the prisoners and solo patrol of an assigned beat within the City.

School Security Agent | Hayward Unified School District
Mr. Kornahrens patrolled over 40 school campuses, responded to alarms and safety concerns.

School Security Agent | San Leandro Public School District
Assigned as a high school campus supervisor providing school security.

Thomas **Mlady**

Code Enforcement Officer I

EDUCATION

BS Degree, Geosciences | Southern New Hampshire University, Manchester, NH

TRAINING

Module One Academy | CACEO

Human Trafficking – Suspicious Structures | CACEO

Housing Inspections 101 | ICC

Preparing Your Case: Report Writing and Evidence | GMS

Introduction to Legal Aspects for Code Enforcement | GMS

Mr. Mlady serves as a Code Enforcement Officer I for CSG Consultants, bringing expertise gained from his background in safety and security services with the San Joaquin Regional Transit District, and Army and Air Force Exchange Services. Mr. Mlady is adept at various types of investigations and surveillance, as well as having experience managing/training staff.

CSG EXPERIENCE

Code Enforcement Officer I | Multiple CSG Client Agencies, CA

Mr. Mlady has provided code enforcement services for the following CSG client agencies:

- *City of Larkspur*
- *City of Angels Camp*

CODE ENFORCEMENT TRAINING

Code Enforcement Officer Training | Multiple CSG Client Agencies, CA

Mr. Mlady has completed in service training with senior code enforcement staff for the following agencies:

- *City of Sonora*
- *City of San Rafael*
- *City of Elk Grove*
- *Town of Colma*
- *Town of Loomis*
- *Town of Woodside*

RELEVANT EXPERIENCE

Safety and Security Manager | San Joaquin Regional Transit District – Stockton, CA

As the Safety and Security Manager for the San Joaquin Regional Transit District (RTD), Mr. Mlady's duties and contributions included the following:

- *Direct oversight of one subordinate and 16 contracted subordinates divided into three shifts that operate 24 hours/day, 365 days/year.*
- *Management of staffing, scheduling, discipline, and performance evaluations of said subordinates and contractors.*
- *Responsible for managing or directing design and administration of safety and security management, and 3rd party contracts, programs and services.*
- *Managed security policies and procedures to promote safety and security of personnel and assets.*
- *Cultivated relationships with local law enforcement and external security vendors*
- *Investigated and resolved security breaches to protect organization and corporate assets. Investigated incidents and wrote reports.*
- *Monitored and maintained CCTV and access control systems to protect personnel and assets.*
- *Collaborated with senior management to develop and implement strategies to mitigate safety and security risks.*
- *Proposed and managed administration of a broad program of safety and security topics. Delivered regular security awareness programs to educate personnel on security measures and protocols.*

Safety and Security Manager | Army and Air Force Exchange Services – French Camp, CA

As the overseas Safety and Security Manager for the Army and Air Force Exchange Services, Mr. Mlady's duties included the following:

- *Staffing, scheduling and overall management of multiple facilities across several countries that were comprised of as many as 200 individuals.*
- *Direct oversight of 14 subordinates divided into three shifts that operated 24 hours/day, 365 days/year.*
- *Conducted OSHA, environmental, and security inspections/surveys.*
- *Conducted interviews, obtained written statements, and prepared case reports/files.*
- *Acted as a liaison between command, law enforcement, legal, and Exchange management on loss prevention activities.*
- *Oversaw equipment management that included CCTV system, Electronic Article Surveillance (EAS), safety products, and fire suppression systems.*

Kurt Johnson

Fire Services Specialist

LICENSES & CERTIFICATIONS

CSFM Fire Instructor III (Master Instructor)

CSFM Fire Marshal

CSFM Plans Examiner

CSFM Fire Protection Specialist

CSFM Fire Prevention Officer I, II, & III

CSFM Fire Inspector

EDUCATION

Bachelor of Science in Business Management
University of Phoenix | Phoenix, AZ

Associates of Science in Fire Science
Long Beach City College | Long Beach, CA

Associates of Arts in Business
Long Beach City College | Long Beach, CA

Mr. Johnson serves as a Fire Services Specialist for CSG. Mr. Johnson has more than 30 years of experience in the fire services field, in both private and public sectors. He has held positions as Fire Inspector, Plan Reviewer, Assistant and Deputy Fire Marshal, and Fire Marshal.

RELEVANT EXPERIENCE

Fire Marshal and Assistant Fire Chief | City of Montebello Fire Department, CA
Mr. Johnson was responsible for the planning, direction, management, coordination, and participation of/in the Fire Prevention Bureau, including plan review, inspection services, permitting, weed abatement program, hazardous materials program, fire hydrant maintenance and inspection program, and Engine Company Inspection Program; Municipal Code Enforcement Division; represented the California Fire Service as/on the State of California-Division of State Architects' Advisory Board (Member); and was on the Los Angeles Area Fire Marshals Association as President and Member (1 of 31 voting members).

Fire Fighter | Disneyland Fire Department, Anaheim, CA
Mr. Johnson was responsible for responding to calls for service, as well as participation of/in the Fire Prevention Bureau, as well as special assignments and projects; and other duties as required.

Adjunct Instructor | Long Beach City College, Long Beach, CA
Mr. Johnson was responsible for planning and teaching of basic fire science coursework in a classroom environment to fire science students, including fire prevention and plan review; maintaining class records; attending meetings; and other duties required by the Department Head and Dean.

Deputy Fire Chief | Pinkerton Government Services, El Segundo, CA
Mr. Johnson was responsible for planning, direction, management, coordination, and participation of/in the Fire Prevention Bureau, perform department evaluations, fire training, and fire operations for Pinkerton Government Services, Incorporation at Caterpillar Incorporation facilities throughout the world, as well as special assignments and projects; attend meetings; and other duties required by the Vice-President.

Fire Inspector I and II | Compton Fire Department, CA
Mr. Johnson was responsible for performing fire, building, and hazardous materials code compliance inspections; perform plan reviews of shop drawings and issue , permits; plan, coordinate, and provide fire and safety education to the public; conduct in-house fire prevention, and hazardous materials training; managed Certified Unified Program Agency (CUPA)-Hazardous Materials Program; prepare and maintain the budget of the bureau; supervise the operations of the bureau in the absence of the Fire Marshal, as the acting Assistant Fire Marshal; and other duties as required by the Fire Marshal, and Fire Chief.

Fire Inspector | Santa Fe Springs Fire Department, CA
Mr. Johnson was responsible for performing fire, building, and hazardous materials code compliance inspections; performing plan reviews of shop drawings and issue, permits; and other duties as required by the Fire Marshal.

Babak **Kaderi** CFM

Senior Project Manager

LICENSES & CERTIFICATIONS

Certified Floodplain Manager

FEMA Elevation and Floodplain Management Training

South Bay Water Recycling Site Supervisor Certificate

Traffic Control Technician and Traffic Control Flagger Certificate of Training

Certificate of Completions for SF Bay RWQCD Construction Site Compliance for Water Quality Protection

Access Management Traffic Manual Certificate

Autodesk Certificate of Completion 2007

EDUCATION

MS, Industrial Technology
Indiana State University
| Terre Haute, IN

BS, Manufacturing Technology
Indiana State University
| Terre Haute, IN

Mr. Kaderi has over 30 years of civil engineering, land development, and planning and development project management experience. His land development experience includes, but is not limited to plan checking, code compliance, and understanding of regional public agency regulations and requirements.

For CSG, Mr. Kaderi has provided development plan review for the Cities of Mountain View, Belmont and Dublin, as well as onsite review for the City of Hayward, Gilroy, and Monte Sereno. Prior to joining CSG, Mr. Kaderi served as an Assistant Civil Engineer to the City of Milpitas for 25 years. For Milpitas, Mr. Kaderi provided plan check of developments and served as the floodplain manager.

RELEVANT EXPERIENCE

Land Development Staff Augmentation | City of Gilroy, CA

Mr. Kaderi performs onsite land development review for the City's development projects. His general duties included providing Conditions of Approval for Planning projects and plan check review of all major and minor private development (residential and commercial) including but not limited to grading plans, public improvement plans, utility improvement plans, tenant improvement plans, and plot plans. Review and process Tentative Maps, Parcel Maps, and Final Maps. Mr. Kaderi has been involved in processing improvement agreements, writing staff report for project approval, processing reimbursement agreements, and notice of completions. Review and approve major tract on-site and off-site improvements. Notable projects Mr. Kaderi was involved in includeded:

- **Hoey North Tract Development** –80Unit hillside single family residential development with Glen Loma Ranch development area.
- **Town Center Development at Glen Loma Ranch** – Mixed development of affordable apartment, single family residential, fire station and community park.
- **Miller Avenue realignment** – Realignment of major collector and related utilities to accommodate Glen Loma Ranch development area.
- **Heartland Garden Tract Development** – Process development of single-family residential tracts within Hecker Pass development area.
- **Heartland Triangle** - Process development of a single-family residential tract within Hecker Pass development area.
- **Harvest Park Tract Development** - Process development of single-family residential tracts within Hecker Pass development area.
- **Hecker Pass Trail and Bike Staging Park** – Process development of the Hecker Pass bike trail along HWY-152 frontage and a community bike staging park.
- **NISSAN Dealership** – Process development of commercial parcel for Nissan dealership entailing vacation of public street and merging of the parcels to accommodate development.

Land Development Staff Augmentation | City of Hayward, CA

Mr. Kaderi performed on-site plan review for reviewing and approving site permits, building permits, and encroachment permits. His general duties included providing plan check and review of all major and minor private developments (residential, commercial, and industrial) including but not limited to tentative maps, tract maps, parcel maps, legal descriptions, grading plans, public improvement plans, on-site improvement plans, tenant improvement plans, and plot plans. Review and provide Engineering Conditions of Approvals for all development projects.

Mr. Kaderi also reviewed and approved pre-construction Storm Water Pollution Prevention Plan (SWPPP) and post-construction Storm Water Control Plans (C.3).

Pricing Proposal

SECTION 10.5

CSG CONSULTANTS – FEE SCHEDULE

CSG's proposed fee schedule is provided below.

PERSONNEL / REVIEW TYPE	ALL INCLUSIVE FEE / HOURLY RATE
Building Plan Review by Percentage	
Full Building Plan Review by Percentage (Commercial)	59% of Agency's Building Plan Check Fees
Full Building Plan Review by Percentage (Residential)	75% of Agency's Building Plan Check Fees
Structural Only Plan Review by Percentage	50% of Agency's Building Plan Check Fees
Expedited Plan Review by Percentage	90% of Agency's Building Plan Check Fees
Minimum Plan Review fee per project	$250
Building Plan Review Hourly Rates (minimum 1-hour per submittal)	
Building Plan Review	$150
Structural Only Plan Review	$170
CASp Plan Review/Consultation	$160
Expedited Plan Review (Hourly)	1.5 x Hourly Rate
Building Official Support	
Building Official	$175
Deputy Building Official	$160
Model Water Efficiency Landscape Ordinance (MWELO) Review	
MWELO Plan Review	$235
Certified Floodplain Manager (CFM)	
Certified Floodplain Manager (CFM)	$260
Specialty Services: Code Enforcement & Fire Protection Services	
Code Enforcement Manager	$215
Administrative Hearing Officer	$190
Code Enforcement Supervisor	$180
Senior Code Enforcement Officer	$170
Code Enforcement Officer II	$140
Code Enforcement Officer I	$115
Fire Plan Review	$145
Fire Plan Review (Fire Protection Engineer)	$260
Overtime	1.5 x Hourly Rate

TERMS

- *All plan review based on percentage of the agency's plan check fees includes the initial plan review and two subsequent reviews. Additional reviews, deferred submittals, revisions, and RFIs will be charged at the appropriate hourly rate.*
- *Minimum percentage plan review fee per project excludes Solar, ESS, or EVCS reviews.*
- *RFIs for large developments will be performed at an hourly rate, and turnaround times will be agreed upon in advance with the agency.*
- *Depending on project size and scope, CSG's percentage-based expedited plan review rate may be adjusted if mutually agreed upon between the agency and CSG.*
- *Should the scope of work change or circumstances develop which necessitate special handling, CSG will notify the agency prior to proceeding.*
- *Overtime/services provided outside of normal business hours will be billed at 1.5x the applicable hourly rate.*
- *Services provided on weekends will be billed a 2x the applicable hourly rate.*
- *Hourly rates for publicly funded projects will be based on current prevailing wage rates.*

- *On July 1 of each year following the contract start year, CSG will initiate an hourly rate increase based on change in CPI for the applicable region.*
- *CSG will mail/email an invoice every month for services rendered during the previous month. Unless otherwise agreed, payment terms are 30 days from receipt of invoice.*
- *This fee proposal is valid for a period of 90 days from date of submittal.*
- *If plans are not submitted electronically, CSG will coordinate the pickup and return of all plans to CSG via CSG staff or a licensed courier service.*
- *For hourly projects only, performance of plan review services utilizing the agency's adopted plan review software (e.g., ProjectDox or Bluebeam Studios) to, for example, markup plans with corrections and redlines and/or coordinate with other internal agencies, may involve additional time being added to the plan review time at the associated plan review rate.*

***Administration/Plan Processing** fees are incurred for specific additional services requested by the agency beyond the normally provided CSG administrative services which typically include coordinating the pick-up and return of plans; performing scanning, collating, and tracking; and providing plan review status updates to the agency. Cost for additional services will be negotiated based on the type of request with a minimum fee based on 0.5 hours of service per project.*

Prior Litigation/Claims

SECTION 10.6.1

LITIGATION (PAST FIVE YEARS)

Stephen Estrella v. City of South San Francisco Code Enforcement, a Public Entity, et al. (Case #20-CIV-05257). A CSG employee was driving his personal vehicle and allegedly drove over Stephen Estrella's foot while the CSG employee was working for the City of South San Francisco. A claim was made against the CSG employee's auto insurance, and damages were paid. On November 24, 2020, a lawsuit was filed against the City of South San Francisco and CSG for the same incident. The case was settled for $300,000 and closed on February 23, 2024.

Tilafaiga Taape, Jr. v. Rosemary Hanson and CSG Consultants. The property owner at 34 Visitacion Avenue in Brisbane was named along with CSG for a railing that failed on private property. CSG provides services to the City of Brisbane for building plan review and inspection. CSG was released from the case since it was not involved in the condition of the existing railing on the private property. The CSG dismissal forms for this case were completed on March 2, 2021.

Failed Project Completions

SECTION 10.6.2

CSG has never failed to complete any work it was awarded, nor has CSG ever defaulted on a contract.

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26-023

PROFESSIONAL SERVICES MASTER AGREEMENT (BUILDING SAFETY - PROFESSIONAL SERVICES)

BETWEEN

CITY OF BENICIA AND

TRB and Associates, Inc.

This Professional Services Master Agreement ("Agreement") is dated July 1, 2025, and is by and between the City of Benicia, a political subdivision of the State of California ("CITY") and TRB and Associates, Inc., a California Corporation located at 3180 Crow Canyon Place, Suite 216, San Ramon, California 94583, licensed to do business in California, ("CONTRACTOR") relating to TRB: Building Safety Professional Services - Master Service Agreement (FY26-27) Services (“Services").

1. Agreement

1.1. 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 by the City Manager, or designee who is hereby authorized to execute any Task Order and issue a Notice to Proceed, without further action by the City Council, provided the Task Order is within the total authority of this Master Service Agreement. Amendments to this Master Service Agreement require City Council approval.

Services may include, but not be limited to:

A. Building Plan Review

B. Certified Access Specialist Professional (CASp) Review

C. California Water Efficiency Landscape Ordinance (WELO) Review

D. Certified Floodplain Manager (CFM) Review

E. Building Official Support Services

F. Rapid Response Services

G. Specialty Services

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.

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1.2. Term of Agreement

A. This Agreement will conclude on June 30, 2027 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.

1.3. 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.

1.4. Compensation

CONTRACTOR shall be compensated, a total value not to exceed $325,000 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 not to exceed 5% or the current year's February change of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Francisco-Oakland-Hayward, CA index, whichever is lower, and must seek CITY's authorization for rate changes.

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.

1.5. 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 in excess of $1,000.00, where prevailing wages are required by 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

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Relations, are on file at the City's Public Works 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 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. CONTRACTOR 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 CONTRACTOR shall pay federal Davis Bacon wages and comply with applicable federal requirements.

B. 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.

C. CONTRACTOR, where applicable, 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.

1.6. 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. **Patent Rights, Copyright, Trade Secrets:** CONTRACTOR 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.

C. **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 artd will survive termination of this Agreement.

D. **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.

E. **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.

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F. **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.

G. **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 al I 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

1.7. 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.

1.8. 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.

1.9. 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

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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.

1.10. 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 based on a final invoice from the CONTRACTOR.

1.11. 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 I 101, 1102and1102.1; 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.

1.12. 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:

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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. § l8700(a) (2))

1.13. 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.

1.14. 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.

1.15. 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.

1.16. 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.

1.17. 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.

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1.18. 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.

1.19. 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.

1.20. 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.

1.21. 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: Stacy Hofacre

Senior Management Analyst

shofacre@ci.benicia.ca.us

To Contractor: Todd Bailey

Principal

(925) 866-2633

1.22. 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.

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1.23. 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.

2. Insurance Requirements

2.1. INSURANCE REQUIREMENTS

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated July 1, 2025, by and between TRB and Associates, Inc., hereinafter referred to as "Contractor", and the City of Benicia, hereinafter referred to as "City", providing for professional services.

2.2. 1. Contractor's Duty to Show Proof of Insurance

Contractor, 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 Contractor's acts, errors, or omissions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Contractor shall not perform any work under this Agreement until Contractor 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, Contractor 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, Contractor 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. Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or City as an additional insured.

2.3. 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

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for liability arising out of Contractor'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. Contractor 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.

2.4. Workers' Compensation Insurance

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

2.5. 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.

2.6. 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.

2.7. Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Contractor, at Contractor'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.

2.8. Insurance terms and conditions:

3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Contractor shall not be suspended, voided, cancelled or

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reduced in coverage or in limits except after ten (10) days written notice by Contractor 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. Contractor 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 Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor 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 Contractor is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Contractor'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 Contractor'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 Contractor 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 Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor. City, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Contractor 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 Contractor of its obligation to obtain and maintain the insurance coverages required by this Agreement.

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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 Contractor and its Subcontractors shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Contractor's fees under this Agreement (and the fee of its Subcontractors under Subcontractor agreements) shall be reduced by the amount of insurance premiums that may be avoided by Contractor and its Subcontractors 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 Contractor's and Subcontractors policies. Construction Manager and its Subcontractors shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

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

"TRB and Associates, Inc." By: Signed by: Todd Bailey 075F0172DECE462... 6/12/2025

Todd Bailey

Its: President

"City" By: _____

Its: _____

"Department" By: _____

Its: _____

"City Attorney" By: _____

Its: City Attorney

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Exhibits List

A - Scope of Work

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Exhibit A

Scope of Work

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April 14, 2025

Proposal to provide to the

City of Benicia

ON CALL BUILDING SAFETY - PROFESSIONAL SERVICES [RFP# 25-064]

CONTACT
Todd Bailey, PE, LEED AP, CASp, MBA
Principal-in-Charge
925.866.2633
tbailey@trbplus.com

OFFICE LOCATIONS
San Ramon
Sacramento
Burlingame
Santa Clara
Long Beach
Las Vegas

TRB + Associates

www.trbplus.com

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Section 8 Supplemental Materials – Relevant Project Experience

Section 9 Agreement Requirements | Forms

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April 14, 2025

Rachel O'Shea, Deputy Community Development Director | Building Official
City of Benicia | 250 East L Street | Benicia, CA 94510

SUBJECT: TRB and Associates Proposal to Provide On-Call Building Safety - Professional Services

Dear Ms. O'Shea:

TRB and Associates, Inc. (TRB) is pleased to submit this Proposal to Provide On Call Building Services for your consideration. We have reviewed the contents of the City's RFP and are prepared to provide the requested scope of services. We look forward to the opportunity to build on our over 18-year work partnership with the City of Benicia Building and Safety Division providing On-Call Building Safety Professional Services.

For this engagement, **Todd Bailey, P.E., CASp, LEED AP, and MBA** will continue to serve as the **Project Manager** responsible for ensuring timely delivery of quality support services. To confirm, Todd will be managing all services provided to the City from TRB's San Ramon office. Of note, Todd has over 18 years of personal experience providing Building and Safety support services to the City of Benicia. The balance of our proposed key staff is identified within our proposal response.

TRB provides Plan Review, Inspection, Delegate Chief Building Official, and CASp services to municipal building and public works departments throughout California. Our corporation, which comprises over 75 team members, was established in 2006 and has been a growing business since its founding. We specialize and serve exclusively in the code compliance role. We would like to highlight the following about the company:

- Our firm is engaged to provide as-needed Building Department and related services to over 75 municipalities in Northern California: including the City of Benicia. As a result, our team is very familiar with the many region-specific considerations that need to be considered when evaluating code compliance including flood zone, seismic design, wind exposure, soil/liquefaction, wildland urban interface, and landslide criteria.
- As a value-added service, Paul Armstrong will be available to provide code training to City staff and all invited guests on the California Building Codes Standards if desired by the City.
- The staff of TRB includes licensed Civil, Structural, Mechanical, Fire Protection, and Electrical Engineers; Architects; and ICC, CASp, LEED®, and SAP certified individuals who have an average 25 years of experience in the architecture-engineering-construction industry.
- Our staff are active in industry organizations such as ICC, CALBO, CBOAC, ASCE, and SEAOC. Of note, TRB+'s roster includes three ICC Chapter Presidents and a CBOAC Board Member.
- Our firm was recognized as Industry Member of the Year by the County Building Officials Association of California (CBOAC) in 2019.
- We have a strong track record of producing quality results and meeting turnaround goals, and a track record to which our clients will attest.

Our firm looks forward to the opportunity to continue to assist the City of Benicia as a Building Safety Services provider and is prepared to enter into an agreement with the City immediately. In the documentation provided, you will find background information on the company, our building & fire life safety service offerings, representative project experience, professional references, and a fee schedule for your review. If you have questions or need further information, please do not hesitate to contact **Todd Bailey** by phone at **(925) 866-2633** or by email at tbailey@trbplus.com. To confirm, I am authorized to bind the firm contractually. We look forward to hearing your feedback soon.

Sincerely,

TRB + ASSOCIATES, INC.

Todd Bailey, P.E., LEED AP, CASp, MBA
ICC Certified Building Plans Examiner + Combination Commercial Inspector | Principal & Project Manager
President & Secretary

ICC PREFERRED EDUCATION PROVIDER

Corporate Office
3180 Crow Canyon Place, Ste 216
San Ramon, CA 94583
Tel: 925.866.2633

Silicon Valley Office
1265 El Camino Real, Ste 209
Santa Clara, CA 95050
Tel: 408.642.1068

Burlingame Office
433 Airport Blvd, Ste 209
Burlingame, CA 94010
Tel: 925.866.2633

Sacramento Office
3841 N. Freeway Blvd, Ste 209
Sacramento, CA 95834
Tel: 916.384.0900

Southern California Office
4182 N Viking Way, Ste 213
Long Beach, CA 90808
Tel: 562.566.4144

Las Vegas Office
5955 Edmond Street, 1F
Las Vegas, NV 89118
Tel: 702.760.5881

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Company Overview

TRB and Associates, Inc. (TRB) is a California-based building and fire life safety services Corporation with offices in San Ramon, Sacramento, Burlingame, Santa Clara, Long Beach, and Las Vegas. Our firm provides Plan Review, Inspection, Building Department Administration, Delegate Chief Building Official, Disabled Access (CASp) Consulting services to public agencies throughout California.

TRB was established in 2006 and has been a growing business since its founding. The firm is owned by its Principal-in-Charge Todd Bailey, PE, LEED AP, CASp, MBA who has 30 years of experience working in the Building Safety field in California. Our over 75 team members have an average of 25 years of experience in the Architecture-Engineering-Construction industry, encompassing building safety and related services across a full range of code disciplines.

Range of Services

- ✓ Building and Fire Plan Review
- ✓ Building and Fire Inspection
- ✓ Building Department Administration
- ✓ Code Enforcement Inspection
- ✓ Consulting Chief Building Official
- ✓ Disabled Access (CASp) Consulting
- ✓ Building Standards Codes Training
- ✓ Civil & Planning Plan Review and Inspection

Capacity and Resources

TRB has extensive resources and a large pool of licensed engineers and certified building safety experts, equipped to handle a wide range of building department needs. The majority of our services are delivered on an as-needed, ongoing basis. Having a large pool of resources allows us to accommodate existing and future workload effectively. To confirm, we do not have any current or anticipated engagements which would affect our ability to staff for this assignment - we are committed to supporting the City of Manteca and have resources available for the anticipated needs noted in the City RFP.

Qualifications and Technical Capabilities

TRB team members possess multiple certifications and registrations to assure compliance with all requirements mandated by the State and local jurisdiction ordinances. Our team comprises of individuals who are either engineers or architects licensed in the State of California, or who possess ICC certifications in their respective disciplines. Of note, our team includes 8 licensed Structural Engineers. In addition, our staff includes 4 LEED® Accredited Professionals and 6 CASp certified individuals. Most of our staff possesses a combination of these industry-recognized credentials. Information on the qualifications of our proposed personnel and an Organizational Chart is provided in later Sections of our Proposal.

Our staff members are regular instructors and attendees at construction code and standards training offered through the local ICC Chapters, CALBO, CBOAC, SEAOC, AISC, ASCE, NFPA and other building industry organizations. In addition, several of our staff members are current or past board members with industry organizations and as such, are aware of many aspects of the development of relevant construction codes. Staff experience encompasses a full range of construction types and occupancies including the following:

- ✓ ADUs and JADUs
- ✓ Photovoltaic Systems
- ✓ Assembly Occupancies
- ✓ Commercial Tenant Improvements
- ✓ Detention Facilities
- ✓ Distribution Centers
- ✓ Hotels
- ✓ Industrial/Storage Warehouses
- ✓ Manufacturing Facilities
- ✓ Medical Office Buildings
- ✓ REACH Code Projects
- ✓ Battery Energy Storage Systems
- ✓ Mixed-Use Projects
- ✓ Multi-Family Dwellings
- ✓ Office Buildings
- ✓ Parking Structures
- ✓ Power Plant Facilities
- ✓ Recreation/Gymnasium Facilities
- ✓ Restaurants
- ✓ Logistics Centers
- ✓ Gas Stations
- ✓ Cannabis Facilities
- ✓ Hazardous Chemical Facilities
- ✓ High Rise Buildings
- ✓ Hospitals
- ✓ Retail Centers
- ✓ Schools
- ✓ Single Family Dwellings
- ✓ Sports Arenas
- ✓ Theaters

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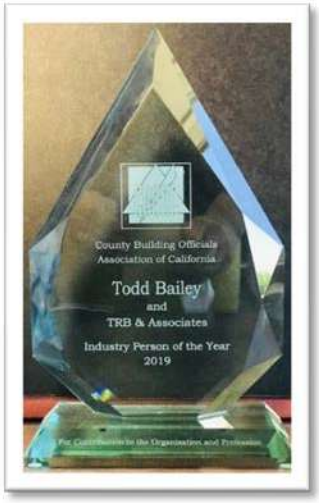
Customer Service Philosophy

TRB's customer service philosophy is simple; provide consistent quality services and represent our clients to the best of our ability. The achievement of the City's goals is at the heart of the services we provide. We have been able to consistently meet our clients' goals by implementing the following principles:

- ✓ Garnering a problem-solving attitude
- ✓ Gaining awareness of the issues that affect the community
- ✓ Applying the right expertise in a responsive manner

What you can Expect from Us



Experience

- Comprehensive understanding of the California Building Standards Codes
- Average 25 years' experience

Quality Work

- High technical competence and solutions oriented
- Balanced approach to application of adopted Codes & Standards

Responsiveness

- Close proximity to City Offices
- Staff available on 24/48-hour notice
- Critical-path awareness
- Effective workflow policies and procedures
- Emergency Response Ready

Teamwork

- Consider us your Partner – We work with you

What Sets Us Apart

TRB has a strong track record of production quality results, meeting turnaround goals and client satisfaction. Ask our clients:

> *"TRB has performed Plan-Check services for [our City] for many years now. They review 75% of all my external plan reviews, I can honestly say their services are excellent. I have used several companies over the last 23 years, TRB has outperformed them all. TRB remains responsive and in control, they meet with me and our clients when requested and constantly put in the extra effort to ensure positive outcome."* - California Municipal Chief Building Official

Our Commitment

In our firm's nearly 20 years in business, we have assembled a team of professionals that have been committed to the success of our clients. As the organization continues to grow, we have maintained our core belief in providing a welcoming environment, training, and promotional opportunities, and providing the best service possible to our clients. With TRB, the City of Benicia will continue to receive an experienced team who understands the needs of public agencies and takes pride in delivering outstanding service. Consider us your partner, and as such we are always on call and always available for everything from simple brainstorming sessions to representing you during meetings with stakeholders.

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Subconsultants

TRB will be teaming up with two subcontractor firms for this project: **Provost & Pritchard Consulting Group** and **TERP Consulting**. TRB has excellent working relationships with both subconsultant firms, and we have teamed with each successfully on municipal support assignments.

Provost and Pritchard Consulting Group (P&P) will be prepared to provide civil engineering support services on the project. TRB is currently teaming with the firm to provide grading plan reviews for the RELATED Santa Clara Project. P&P has been providing engineering services for over 50 years and possesses over 200 employees throughout California.

KEY PROJECT MEMBERS: Michael Osborn, PE, LEED AP; Brayden Lovik, PE

TERP Consulting will be prepared to provide fire protection engineering and plan review support on the project. TRB has teamed with TERP Consulting on many large-scale projects including the $1.5 billion UC Davis Health Aggie Square and RELATED Santa Clara projects. TRB's work history with TERP spans over 10 years. The firm has extensive experience in fire protection engineering including fire protection systems, master egress systems, fire hazards analysis, and smoke control systems assessments on large-scale construction projects.

KEY PROJECT MEMBERS: Jim Begley FPE, CFM, LEED AP; Bryan Douglass, FPE

TRB and Associates Office Locations:

CORPORATE OFFICE
3180 Crow Canyon Place, #216
San Ramon, CA 94583
Phone: (925) 866-2633

SOUTHERN CALIFORNIA OFFICE
4182 N. Viking Way #204
Long Beach, CA 90808
Phone: (562) 566-4144

SILICON VALLEY OFFICE
1265 El Camino Real, 209
Santa Clara, CA 95050
Phone: (408) 642-1068

BURLINGAME OFFICE
433 Airport Blvd, #209
Burlingame, CA 94010
Phone: (925) 866-2633

SACRAMENTO OFFICE
3841 N. Freeway Blvd, #136
Sacramento, CA 95834
Phone: (916) 384-0900

LAS VEGAS OFFICE
5955 Edmond Street, 1F
Las Vegas, NV 89118
Phone: (702) 760-5881

Subcontractor Office Locations

Provost and Pritchard
455 W Fir Avenue, Clovis, CA 93611
Phone: (559) 449-2700
Brayden Lovik, PE, Sr. Engineer
BLovik@ppeng.com

TERP Consulting
6080 Center Drive, Suite 646 | Los Angeles, CA 90045
Phone: (213) 459-5781
James Begley, PE, FSPE, CFM
jbegley@terpconsulting.com

Proposal Contact Information

All correspondence and questions related to this proposal may be directed to our Principal-in-Charge and designated Project Manager, Todd Bailey, via email, fax, telephone, or direct mail. Our project manager and other TRB staff are readily available to meet with applicants and City staff in-person at City Hall or virtually upon request.

Todd Bailey, PE, LEED AP, CASp, MBA
Principal & Project Manager
T (925) 866-2633
F (925) 790-0011
tbailey@trbplus.com

Corporate | Project Office Location
TRB and Associates, Inc.
3180 Crow Canyon Place
Suite 216
San Ramon, CA 94583

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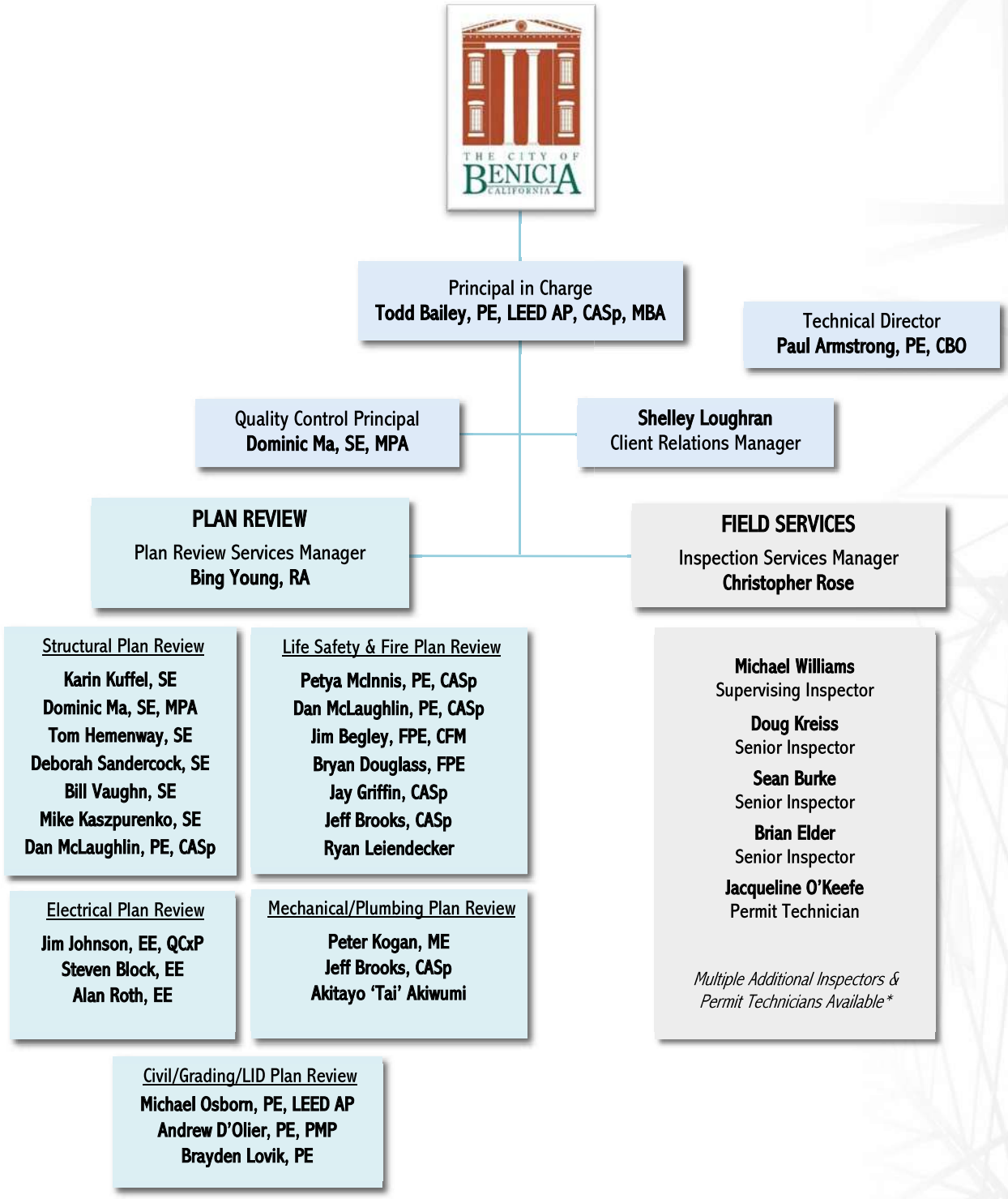
Project Organization Chart

The following **Organizational Chart** identify those individuals who may be assigned to this project. Please note that full **Resumes** for each listed individual listing project experience, licenses & certifications, and work history are included in the Resumes section of this proposal.



* Please note that information on additional staff members is available upon request.

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Description of Responsibilities of Key Personnel

Mindful of the potential complexity of projects in the City of Benicia, TRB has assembled a team with exceptional qualifications and attentiveness to quality and schedule. Our proposed team is comprised of senior-level professionals who have worked together across many projects and who possess extensive municipal support experience. We are pleased to be able to present a team with this combination of interpersonal familiarity and extensive industry experience.

PROJECT LEADERSHIP

Todd Bailey, PE, LEED AP, CASp, MBA, our company Principal and Founder, is prepared to continue to serve in the role of **Project Manager**. Todd has over 25 years of experience in the industry which includes serving as a Delegate Chief Building Official/Project Principal on over 20 large-scale fast-track design build projects in California having a combined valuation of over $30 billion. Of note, Todd's experience includes overseeing support services provided on the $9 billion RELATED Santa Clara project. Todd will work closely with our team to ensure that project goals are met and that findings are communicated in a timely and clear manner.

PLAN REVIEW TEAM LEADERSHIP

Our plan review group is led by our **Plan Review Services Manager**, **Bing Young, RA**. Bing possesses extensive experience in plan review on both residential and commercial projects and includes more than 25 years of professional experience in production, project management, construction management, energy, and accessibility analysis.

Senior Plan Review Engineer, Dan McLaughlin, PE, CASp will be available to serve as a senior plan review engineer on this assignment. Dan is a registered Civil Engineer, certified CASp, and ICC Certified Plans Examiner. Dan has been with TRB for over 10 years, specializing in plan review coordination with extensive experience on both complex commercial and residential project types.

Senior Plan Review Engineer, Petya McInnis, PE, CASp has over 24 years of experience in engineering and construction, has expertise in design, plan review, and inspection across residential, commercial, and industrial projects. Formerly a Plan Check Engineer for the City of Fairfield, she ensured code compliance, provided technical supervision, and supported Building Inspectors and Officials with code research. Petya's proactive approach has led to effective solutions, process improvements, and policy changes.

Dominic Ma, SE, MPA serves as our **Quality Control Principal**, responsible for ensuring the technical accuracy of all work performed. Dominic has more than 30 years of experience in reviewing building plans and specifications submitted for building permit applications to assure compliance with adopted building codes and reference standards.

INSPECTION AND FIELD SERVICES TEAM LEADERSHIP

Christopher Rose serves as our **Inspection and Field Services Manager**. Chris has over 20 years of inspection, plan review and administration experience serving in both public and private sector roles on a variety of projects. His experience includes serving as Building Manager for Sonoma County and coordinating document control tasks for the Apple World Headquarters project in Cupertino.

TECHNICAL DIRECTOR & INSTRUCTOR

Our **Technical Director - Paul Armstrong, PE, and CBO - is** available to provide expert code interpretation support and code instruction. With more than 30 years of building safety management experience, Paul teaches regularly for California Building Officials (CALBO). As a Chief Building Official, he managed building plan review, counter assistance, and inspection for numerous California agencies. His previous experience at International Code Council (ICC) included leading the Architectural and Engineering Services Department, International Conference of Building Officials (ICBO) Technical Services Department.

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Team Members - Experience Matrix

The following matrix lists our proposed personnel with their license and certification information. Please note that full Resumes for each is included in the Resume Section of our proposal.

NAME	ROLE	YEARS OF RELEVANT EXPERIENCE	QUALIFICATIONS & LICENSES
PROJECT LEADERSHIP			
Todd Bailey, PE, CASp, MBA, LEED	Principal-In-Charge	27	Registered Civil Engineer – California, Hawaii ICC Building Plans Examiner ICC Commercial Combination Inspector LEED Accredited Professional DSA Certified Accessibility Specialist (CASp)
Dominic Ma, SE, MPA	Quality Control Principal	30	Registered Structural Engineer – California Registered Civil Engineer – California ICC Building Plans Examiner
Bing Young, RA	Plan Review Services Manager	25	Registered Architect – California
Christopher Rose	Inspection Services Manager	20	ICC California Commercial Building Inspector ICC Commercial Building Inspector ICC Residential Building Inspector ICC California Residential Building Inspector ICC Residential Plans Examiner
Shelley Loughran	Client Relations Manager	25	FEMA Incident Command System, National Response Network
Paul Armstrong, PE, CBO	Technical Director	30	Registered Civil Engineer – California ICC Certified Building Official
PLAN REVIEW			
Structural & Civil			
Karin Kuffel, SE	Sr. Plan Review Engineer	25	Registered Structural Engineer – California Registered Civil Engineer – California
Tom Hemenway, SE	Sr. Plan Review Engineer	30	Registered Structural Engineer – California Registered Civil Engineer – California
Bill Vaughn, SE	Sr. Plan Review Engineer	30	Registered Structural Engineer – California Registered Civil Engineer – California
Deborah Sandercock, SE, CASp	Sr. Plan Review Engineer	25	Registered Structural Engineer – California Registered Civil Engineer – California DSA Certified Accessibility Specialist (CASp)
Mike Kaszpurenko, SE	Sr. Plan Review Engineer	30	Registered Structural Engineer – California Registered Civil Engineer – California
Life Safety and Fire			
Dan McLaughlin, PE, CASp	Senior Plan Review Engineer	10	Registered Civil Engineer – California ICC Building Plans Examiner DSA Certified Accessibility Specialist (CASp)
Petya McInnis, PE, CASp	Senior Plan Review Engineer	22	Registered Civil Engineer – California DSA Certified Access Specialist (CASp) ICC Building Plans Examiner
Jim Begley, CFM, FPE, LEED AP	Fire Protection Engineer	25	Licensed Fire Protection Engineer – California LEED Accredited Professional ICC Certified Fire Marshal ICC Certified Fire Plans Examiner & Fire Inspector
Bryan Douglass, FPE	Fire Protection Engineer	15	Licensed Fire Protection Engineer – California

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NAME	ROLE	YEARS OF RELEVANT EXPERIENCE	QUALIFICATIONS & LICENSES
Jay Griffin, CASp	Sr. Plans Examiner	40	DSA Certified Accessibility Specialist (CASp)
Jeff Brooks, CASp	Sr. Plans Examiner	25	DSA Certified Accessibility Specialist (CASp) ICC CA Commercial Plumbing ICC CA Commercial Mechanical
Ryan Leiendecker	Sr. Plans Examiner	14	ICC Certified Building Official ICC Certified Fire Marshall ICC Building Plans Examiner ICC Building Code Specialist ICC Residential Energy Inspector/Plans Examiner ICC Commercial Energy Plans Examiner ICC Residential Plans Examiner ICC Plumbing Plans Examiner ICC Commercial Building Inspector ICC Residential Building Inspector
Electrical			
James Johnson, EE, QCxP	Sr. Plan Review Engineer	30	Registered Electrical Engineer – Hawaii ICC Certified Electrical Plans Examiner Qualified Commissioning Services Provider(QCxP) Construction Quality Control Reviewer (CQCR)
Steven Block, EE	Sr. Plan Review Engineer	30	Registered Electrical Engineer – California, Nevada, Arizona, Hawaii
Alan Roth, EE	Sr. Plan Review Engineer	30	Registered Electrical Engineer – California
Mechanical / Plumbing			
Aaron Collins, ME, QCxP	Sr. Plan Review Engineer	10	Registered Mechanical Engineer – California Qualified Commissioning Services Provider(QCxP)
Peter Kogan, ME, LEED AP	Sr. Plan Review Engineer	30	Registered Mechanical Engineer – California Certified Energy Manager (CEM), California LEED Accredited Professional
Akitayo 'Tai' Akiwumi	Sr. Plans Examiner	20	ICC Building Plans Examiner ICC Building Inspector ICC Plumbing Inspector
Civil / Grading / LID			
Michael Osborn, PE, LEED AP	Senior Engineer	20	Registered Civil Engineer – California LEED Accredited Professional
Andrew D'Olier, PE, PMP	Associate Engineer	6	Registered Civil Engineer – California Project Management Professional (PMP)
Brayden Lovik, PE	Senior Engineer	15	Registered Civil Engineer – California
INSPECTION AND FIELD SERVICES			
Michael Williams	Supervising Inspector	15	ICC Combination Inspector
Doug Kreiss	Sr. Building Inspector	20	Multiple ICC Credentials
Sean Burke	Sr. Building Inspector	25	Multiple ICC Credentials
Brian Elder	Sr. Building Inspector	20	ICC Building Inspector, IAPMO Plumbing and Mechanical Inspector
Jacqui O'Keefe	Sr. Permit Technician	10	ICC Building Plans Examiner

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Project Understanding & Approach

TRB would like to confirm its intent to provide services in accordance with the Scope of Work identified in the City of Benicia's Request for Proposal (RFP) document. In brief, it is our understanding that the City is seeking qualified consultants to assist with as-**needed On-Call Building Safety Professional Services** on a range of project types. It is understood that plan review tasks would comprise reviewing projects for adherence to the City's latest adopted Municipal Codes and Title 24 California Building Standards Codes covering structural, fire prevention, life safety, disabled access, energy conservation, green building, plumbing, mechanical, and electrical provisions.

TRB has reviewed the Scope of Services as outlined in the City's RFP and is prepared to continue to provide On-Call Building Safety – Professional Plan Review Services including:

- ✓ Building Plan Review
- ✓ Certified Access Specialist Professional (CASp) Review
- ✓ California Water Efficiency Landscape Ordinance (WELO) Review
- ✓ Certified Floodplain Manager (CFM) Review
- ✓ Building Official Support Services
- ✓ Rapid Response Services
- ✓ Specialty Services

TRB would like to confirm that it has staff appropriately certified to provide the requested scope of services. Also to confirm, all work will adhere to industry standards as determined by the California Code of Regulations, Title 24, and the City of Benicia Municipal Code (BMC). The following reflects our proposed work plan for providing the requested scope of services.

Project Approach Overview

Our approach to this engagement is centered on utilizing experienced staff and fostering open communication between our firm and the City. On an ongoing basis, our Project Manager, **Todd Bailey PE, CASp, LEED AP**, will maintain regular communication with City staff to ensure that we are kept informed of current code interpretations and policies, and to enhance our ability to quickly respond to any issues that may arise during permit counter, document review, and/or inspection activities.

We value the importance of the City's projects and are committed to meeting all project service delivery deadlines. We will diligently document and report all plan review findings, tracking information, and other reports, as required by the City.

Throughout this engagement, our key team members will be available to meet with City staff either via phone or in person to address questions that may come up during the course of a project. Our firm is committed to responding to all inquiries within 1 business day. We encourage discussions via in-person meeting, telecon, and/or WebEx/Zoom or similar formats as agreeable and necessary to achieve the most expeditious results.

Quality Control Assurance

Quality and on-time service are of paramount importance to us. Though we employ only experienced plan reviewers and expect their work to be of a high standard, we have instituted a quality control policy to ensure that this standard is maintained. At the core of our quality control approach is having a "two sets of eyes" policy in place. All work performed by staff is reviewed for quality control by senior members of our team. Our Project Manager and Quality Control Principal, **Dominic Ma SE**, hold primary responsibility for ensuring accuracy and consistency (QA/QC) in the application of adopted codes and standards for any City assignments.

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Building Code Instruction

As an additional service, TRB is prepared to provide Building Code Instruction support to the City in either classroom or field-type settings on a range of technical subjects. **Paul Armstrong PE** is an award-winning California Building Standards Codes instructor whose accolades include being named CALBO Instructor of the Year. Paul is currently providing extensive training on the California Building and Residential Codes to TRB clients, local ICC Chapters, and CALBO Education Week attendees. Paul will be available to provide tailored training for the City and its invited guests upon request.

ICC PREFERRED EDUCATION PROVIDER

Project Workplan

Project Initialization, Scheduling & Management

From our prior experience supporting municipal building departments and divisions, we know that developing a comprehensive understanding of project construction documents and supporting the timely execution of project schedules is of critical importance. To confirm, for any plan review, inspection, or permit technician assignment, TRB members will possess a thorough understanding of all applicable project documents and processes and will be committed to supporting the City with its specific project schedule needs.

Preliminary Meetings and Project Administration

Shortly after the project award, we are prepared to meet to verify project expectations, deliverables, scheduling, and logistical considerations. Our Project Manager will coordinate with our Plan Review and Inspection Services Managers, to allocate plan review, inspection, and permit technician resources appropriately. The Plan Review Manager will be responsible for oversight of all the plan review services provided, and our Inspection Services Manager will be responsible for monitoring and managing any staff augmentation activities. Regular communication between our Project Manager and the TRB team will be ongoing throughout this engagement to ensure alignment of staffing and schedule needs.

Project Communications

We understand that ongoing communication is essential to ensuring project success. We promote and endorse any tools which help enhance communications between all project participants. We have utilized regularly scheduled calls for instance as a means for TRB, designated project owner, constructor, designer representatives, and others to discuss project schedule and critical path, manpower needs, potential challenges, and other related matters. Having these types of communications allows teams to identify when additional support may be needed and how resources may be best allocated to accommodate the project schedule and critical path. Throughout this engagement, our team members will be available to attend meetings with City staff, as well as design, constructor, and owner teams as needed.

Workload Accommodation | Timeliness of Response

It is understood that there are often periods of time when the workload extends beyond what may be normally expected. We would like to highlight that our firm has a system in order to accommodate such peaks without compromising turnaround or quality. We have many qualified and experienced team members who we access to assist at times of high workload or emergency need. In the event of a local, regional, or national emergency or disaster, our assigned staff are ready and available to immediately respond to a disaster and help as needed.

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Plan Review Scope & Approach

TRB is prepared to provide as-needed plan review services for residential, multi-family residential, commercial, and industrial projects encompassing building code, electrical, plumbing, mechanical, fire protection, energy, accessibility, and green building standards; as well as grading, drainage, floodplain, wildland urban interface fire severity zone, CASp, MWELO, CFM, stormwater, grading, hazardous materials, and State housing law Title-25 factory-built structure considerations, as applicable.

Our reviews consider all relevant project documentation including plans, specifications, calculations, and other related correspondence to verify conformance to adopted local codes, ordinances, regulations, and standards, and the current editions of the following California Building Standards Codes:

- California Building Code
- California Residential Code
- California Electrical Code
- California Plumbing Code
- California Mechanical Code
- California Fire Code
- California Energy Code
- California Green Building Standards Code

Alternate Material and Methods

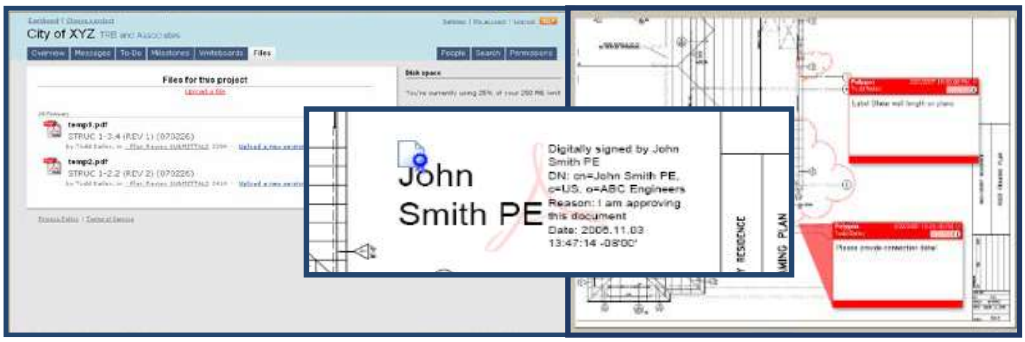
TRB recognizes that there are alternate materials and methods of construction that can be used to satisfy and comply with the provisions of the code. Our experience with the use of alternate materials, alternate design and methods of construction enhances our ability to solve specific issues that arise in design and construction.

Electronic Plan Review

To confirm, TRB is prepared to track and communicate all plan review comments and approvals through the City-designated electronic system, or any future or anticipated electronic review platform. The staff of TRB has been leaders in the field of digital plan review and workflow management; as such, we have the experience and know-how to efficiently manage the review of electronic documents.

Online Plan Check Status and Records

As highlighted earlier, to facilitate access to plan review findings and status information, TRB is prepared to initiate its Project Website, ***Plan Track Plus®*** for use on this assignment. With our project website, all correspondence issued by our team can be posted and maintained for access by City and designated project stakeholder staff. Our postings can include plan review findings (i.e. approval/comment letters), plan review submittal status information, meeting notes, etc.; all of which may be updated on a daily basis. In addition, if so desired by the City, we can also accommodate incoming electronic document postings (i.e. electronic plans, calculations, RFI's, etc.).



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Plan Review Process

The following process represents an example plan review workflow. Please note that the plan review workflow utilized for the City will align with the City's specific workflow requirements and needs.

Step 1 - Preliminary Discussions:

Prior to beginning our initial plan review project, we are prepared to conduct a meeting or conference call with the City to discuss local code policies, documentation procedures, plan processing protocols, plan review checklist items, and scheduling.

Step 2 - Initial Review:

Upon receipt of a complete set of plan documents, we will perform our plan review in the agreed-upon timeframe, checking for compliance with all applicable code standards. All corrections are identified based on compliance with specified codes and regulations and worded so the designer will know what needs attention and how to respond to the issue stated. To confirm, we will adhere to the City's Plan Review Turnaround timeframes.

In general, plan review turnaround timeframe is ten (10) business days for initial reviews and five (5) business days for rechecks and revisions. Timeframes for large-size projects will be confirmed with City staff prior to proceeding with the review.

Step 3 - Transmittal of Plans and Comment Lists for Plan Review:

At the heart of our approach in delivering our services to you, is the recognition that there must be a coordinated effort to track and coordinate all submittals and requests received. To ensure that submittals are properly coordinated and tracked, TRB and Associates have established an internal plan review coordination process to ensure that each plan received for review is properly handled, processed, and returned on time. Our plan tracking procedures are computerized to track each submittal through the review process and maintain accurate and comprehensive records for each submittal. Upon completion of our review, any comments generated are consolidated into a correction letter in the City's preferred format which is remitted to the City for its reference.

Step 4 - Rechecks:

Upon receipt of the resubmittal package from the applicant, once we have verified that the resubmittal package is complete, we perform a recheck in the agreed-upon timeframe. This process is repeated until the project plan documents are ready to be recommended for approval.

Step 5 - Plan Approval:

When all review comments are satisfied, we will forward all relevant correspondence bearing our company's "Reviewed for Code Compliance" stamp (including plans, calculations, and specifications), along with a transmittal letter indicating our recommendation for project approval, and the project file to the City for processing.

Shipping and Delivery of Plans

TRB provides pre-printed overnight shipping labels and/or pickup services to facilitate the transport of any hardcopy plan submittals to our office. Please note that the pickup, shipment and delivery of plan documents and other relevant correspondence to the City are provided at no additional cost.

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Building Inspection Scope & Approach [Option]

TRB is prepared to perform inspection, referring to building plans, structural plans, and material specifications for structures located within the City limits, upon 48-hour notice. Our inspectors are proficient at verifying project conformance to model code standards (Building, Electrical, Mechanical, Plumbing, Green Building and Energy & Accessibility) and locally adopted ordinances.

TRB provides all labor and technical, administrative, professional, and other personnel; supplies, materials, equipment, and all other resources necessary to perform the specified work. TRB will use existing City forms or can develop correction sheets which meet with the approval of the City and shall maintain written lists of corrections needed to ensure conformance to codes and regulations.

Field Inspection Process

Our experienced team includes individuals with extensive field inspection experience on a range of project assignment types including municipality "Called Inspections," "Clerk of the Works," and "Inspector of Record" roles; our team can assist with a broad range of inspection responsibilities. Our scope of service areas includes residential, commercial, and industrial facilities, capital improvement projects, municipal agency services and infrastructure revitalization.

Our inspectors are careful to document all inspection activities, adhere to agency-adopted protocols, and follow field procedures and policies as dictated by the Building Official. TRB will maintain daily inspection records and all necessary documents on file for reference by the City. To confirm, TRB staff are available for applicant inquiries and/or conferences during normal City business hours.

Our inspections include those identified in the California Model Codes and which would be amended or modified as directed by the City. Our inspection scope includes:

- Foundation Inspection
- Framing Inspection(s)
- Electrical, Mechanical, Plumbing systems inspection
- Lath and/or Gypsum Board Inspection
- Fire Code Inspection, e.g. fire suppression, alarms, etc. (if requested)
- Concrete Slab or under-floor Inspection
- Energy Efficiency Measures Inspections
- Green Building Inspection
- Fire Resistance Rated Construction Inspection
- Floodplain Inspection
- Final Inspection

Remote Virtual Inspection (RVI) Option

Many agencies have engaged in using virtual programs to provide remote inspection services. Several of our clients have successfully implemented virtual inspection programs. We are familiar with using Inspected.com and Blitzz, as well as Facetime, Skype, Google Duo and Microsoft Teams. We are prepared to assist with RVI inspections if desired by the City.

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Building Official, Rapid Response, and Specialty Services

TRB is also prepared to provide the above-referenced support services to the City on an as-needed basis. TRB staff are prepared to work at the City's offices as an extension of City staff under the supervision of the Chief Building Official or their designee with the knowledge, skills, and abilities to perform the following requisite functions.

Building Official Support Services

- TRB will provide an experienced ICC Certified Building Official to assist the Building Official as needed. The Building Official will have a minimum of five years of experience in a public agency with development, administration, interpretation, application and enforcement of the codes. They will have a thorough knowledge of customer service, develop and maintain effective relationships with all client groups, and be able to effectively communicate with contractors, homeowners, subordinates, superiors, news media, elected officials, and civic organizations.

Rapid Response Services

- TRB will provide emergency response services as directed by the City. Working with local governments to fast-track permits for critical projects, ensuring that necessary development can occur without bureaucratic delays. Rapid response includes planning and coordination in the aftermath of natural disasters or crises, focusing on rebuilding communities with resilience. Key tasks may include expedited review and processing of construction permits. Contractor will be expected to be available within 24 to 48 hours to begin rebuilding related work.

Specialty Services

- TRB will provide professional services for ongoing work or projects such as but not limited to those related to Code Enforcement and Fire review. We understand that we may be asked to coordinate public engagement, prepare analysis, reports and presentations, and provide related technical support as needed.

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Integration with Other Systems, Travel and Training, Bid Procedures and Selection, Staffing Expectations

Integration with Other Systems

- OpenGov Permitting and Licensing: TRB will work and input plan review corrections in the OpenGov permitting software during the plan review process.
- Bluebeam Integration: Plan Reviews will be done in BlueBeam Studio Session, a cloud-hosted PDF-based markup and collaboration platform. The Respondent will need the ability to complete reviews and redline plans as required within the BlueBeam collaboration session.

Travel and Training

To confirm, TRB acknowledges the following:

- TRB will solely cover the costs for all travel time and mileage to arrive at the Benicia City Hall;
- TRB will coordinate training for TRB's employees and assigned personnel, and ensure that our employees and assigned personnel maintain all training certifications as required by the State Regulation and local ordinances and/or amendments to State codes; and
- TRB agrees that it will not charge City for training, time in training, or any expenses related to training.

Bid Procedures and Selection

We understand that City staff will provide a scope of work via email to one or more contracted firms, who will be asked to submit bids (inclusive of work tasks, personnel, and cost proposal) electronically within five (5) to fifteen (15) working days, depending on the nature of the project. Selection of a consultant for any given project or task will consider multiple factors, including but not limited to skills and expertise, unique staff qualifications, similar project experience, project approach, and cost. Consultant shall not commence work until written authorization is received from the City of Benicia in the form of an executed work order.

Staffing Expectations

TRB confirms that staff proposed in this response will be available to provide the requested services. Additional staffing information and resumes will be provided as needed and/or as part of a project bid by submitting the information to the Community Development Department.

Level of Effort Statement

To confirm, TRB is prepared to provide all requested services on short notice (48-hours or less). Fixed Fee and Hourly Rates, and Reimbursables by scope of work and personnel classification are provided in the accompanying **Pricing Proposal** Section of our proposal.

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References

TRB understands the importance of maintaining a high level of quality and customer service when supporting the City of Benicia with plan review, building inspection, permitting and other Building Safety and Public Works support activities. We encourage you to contact the following references to provide testimony of our performance of work. Please note that additional references are available upon request.

Please also note that additional References and highlighted **Project Experience** in the areas of service requested is included in **Section 11** of our proposal.

City of Concord

Contact: Ryan Pursley, PE | Chief Building Official
1950 Parkside Drive, Concord, CA 94519
Email: ryan.pursley@ci.concord.ca.us
Phone: (925) 671-3119
Contract dates of service: 2008 – present [17 years]
Services Provided: Onsite Building Official, Plan Review, Permit Technician, and Building & Multifamily Inspections

City of Los Altos

Contact: Veronica Tinoco, CBO | Chief Building Official
One North San Antonio Road, Los Altos, CA 94022
Email: Veronica.Tinoco@ci.los-altos.ca.us
Phone: (650) 947-2634
Dates of service: 2008 – present [17 years]
Services Provided: Plan Review, Permit Technician, and Building Inspection Support

City of San Leandro

Contact: Tom Liao | Community Development Director
835 E 14th St, San Leandro, CA 94577
Email: tliao@sanleandro.org
Phone: (510) 577-6003
Contract dates of service: 2014 – present [11 years]
Services Provided: Plan Review, Inspection, Disabled Access Field Assessments, and Related Services

City of Redwood City

Contact: Christina McTaggart, CBO | Chief Building Official | Community Development Services Manager
1017 Middlefield Road, Redwood City, CA 94063
Email: cmctaggart@redwoodcity.org
Phone: (650) 780-7228
Dates of service: 2017– present [8 years]
Services Provided: Plan Review, Building Inspection, and Permit Technician Support

City of Santa Clara

Contact: David Tran, SE | Assistant Building Official
1500 Warburton Avenue, Santa Clara, CA 95050
Email: DTran@SantaClaraCA.gov
Phone: (408) 615-2440
Contract dates of service: 2015 – present [9 years]
Services Provided: Plan Review, Permit Technician, and Building Inspection Support

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Todd Bailey, PE, LEED AP, CASp, MBA | Principal-In-Charge | Project Manager

Education

- Master of Business Administration, *Walter Haas School of Business* University of California Berkeley
- Bachelor of Science, Civil Engineering, *Cum laude* University of California Davis

Registration

- Registered Civil Engineer California (#C-56425) Hawaii (#11647)
- ICC Certified Building Plans Examiner
- ICC Certified Commercial Building Inspector
- ICC Certified Commercial Electrical Inspector
- ICC Certified Commercial Plumbing Inspector
- ICC Certified Commercial Mechanical Inspector
- LEED Accredited Professional
- Certified Accessibility Specialist (CASp-229)
- SAP Certified

Professional Affiliations

- ICC East Bay Chapter Past President
- International Code Council

Other

Delegate Chief Building Official for the California Energy Commission – Power Plant Facilities

Todd Bailey is a registered professional engineer with nearly thirty years of experience in the Architecture / Engineering / Construction industry encompassing building code interpretation, plan review, project management, engineering design, permit center administration, and litigation support. He has extensive experience working with architects, engineers, contractors, building departments and other regulatory authorities to ensure compliance to adopted Building Code Standards and local ordinances.

Todd has provided Building Safety services to over 100 jurisdictions as a consultant and spent three years with the City of Concord performing architectural, structural, energy conservation and disabled access plan reviews for residential, commercial, and industrial structures. Todd is also approved as a Delegate Chief Building Official for the California Energy Commission responsible for verifying new power project conformance to engineering construction codes on behalf of the Commission.

Select Project Experience

Building Safety Plan Review

- RELATED Santa Clara, $9 billion valuation, Santa Clara, CA
- Santa Clara Square Apartments and Parking Structures, Santa Clara, CA
- UC Davis Health Aggie Square Project, Sacramento, CA
- UC Davis Health Midtown Medical Office and Clinic [OSHPD-3], Sacramento, CA
- Los Altos Gardens Project, Los Altos, CA
- UC Berkeley Helen Diller Anchor House Project, Berkeley, CA
- Packard Foundation Project, Los Altos, CA
- Sacramento Convention Center Project, Sacramento, CA
- NASA Moffett Federal Airfield, Historic Building Project, Mountain View, CA
- War Memorial Community Center, Daly City, CA
- Concrete Tilt-Up Shell Building (60,000 sf), Concord, CA
- New Medical Research Facility (44,000 sf.), Walnut Creek, CA
- Major Office Remodel (Three 40,000 s.f. buildings), Pleasant Hill, CA
- Rivertown Apartments, Petaluma, CA
- Spanos Park West Apartment Complex, Stockton, CA

Project Management / Administration

Have served as Delegate Chief Building Official / Engineering Manager for the California Energy Commission on thirteen natural gas fired power projects and one wind power generation facility in California having a combined valuation of over $3 billion. Responsible for oversight of plan review tasks and coordination of submittals numbering up into the thousands on these design-build projects.

- Valero Petroleum Refinery Capital Improvements, Benicia, CA
- Russell City Energy Center Project (600 MW), Hayward, CA
- Mountain View Power Project (1,056 MW), Redlands, CA
- Palomar Energy Center Project (546 MW), Escondido, CA

Work Experience

TRB + Associates Inc., Principal & Founder, 2006 – Present
Bureau Veritas, Building & Facilities Code Compliance Services, 2001 - 2006
Deloitte & Touche LLP, Construction Consulting Services, 1999 - 2001
City of Concord, California – Permit Center, 1996 - 1999
Luhdorff & Scalmanini Consulting Engineers, 1993 - 1996
Tosco Refining Company, 1991 & 1992

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Dominic Ma, SE, PE, MPA | Quality Control Principal

Education

Master of Science Structural Engineering UCLA, Los Angeles, CA

Master of Public Administration, California State University, East Bay Hayward, CA

B.S. Civil Engineering University of California, Berkeley, CA

Registration

Registered Structural Engineer California (#1920)

Registered Civil Engineer California (#20018)

Certified Energy Plans Examiner Residential (#R05-94-5121) - Inactive

Certified Energy Plans Examiner Non-Residential (#NR05-94-5576) - Inactive

Dominic has more than 30 years of experience in reviewing building plans and specifications submitted for building permit applications to assure compliance with adopted building codes and reference standards. Dominic's experience includes working for more than 27 years as a plan check engineer for the City of San Leandro and 6 years as a supervising civil engineer for the City of Oakland, where he led the City's plan review division.

Dominic has considerable knowledge of civil engineering and structural engineering principles and practices, California Building Code and Title 24 provisions. His strengths include having the ability to review, analyze and evaluate plans, specifications, engineering reports and calculations; possessing knowledge to identify code deficiencies; and evaluating alternate methods and materials of construction. Dominic is adept at reviewing plans for adherence to the California Building Code, ASCE 7, and when applicable FEMA, ASCE 41, NEHRP provisions.

Select Project Experience

Building Safety Plan Review

Plan Review projects supervised in the City of Oakland

- 2121 Harrison Street. The Cathedral of Christ the Light (also called the Oakland Cathedral). A new modern Roman Catholic Cathedral with glass walls 120 ft. high. The $190 million, 224,000 square feet structure sits on 36 innovative "friction pendulum double-concave bearing isolators," consisting of two facing concave surfaces.
- 2100 Franklin Street. The $45 million, 245,000 s.f. project is 9 stories high and built with steel frames. To compensate for its slightly smaller than code required width, the interior atrium is equipped with smoke control system to provide fire protection for its occupants. Evaluated the alternate materials methods request associated with this design element.
- 100 Grand Avenue. 22 Story Condominium Building budgeted at $150 million.
- Oakland Airport (Expansion and interior remodeling). A $350 million Terminal Improvement Program.

Plan Review projects performed

- Bayfair Mall (Tenant improvements), San Leandro
- Century 21 Theatre, San Leandro
- San Leandro Dialysis Clinic
- San Leandro Honda
- San Leandro Hospital (New doctors' office building)
- Carlton Plaza of San Leandro (Assisted living facility)
- Costco Building Addition, City of Concord
- New Gas Compressor Building, Butte County
- AT&T Rooftop solar Panel Installation, City of San Ramon
- Tilt-up Warehouse Buildings (2), City of Sacramento
- Historic Building Seismic Retrofit, City of Benicia
- Cancer Treatment Facility, City of Pleasant Hill

Work Experience

TRB + Associates, Inc., Senior Plan Review Engineer, 2007 to present
City of Oakland, Supervising Civil Engineer (Building Division), 2000 – 2006
City of San Leandro, Plan Check Engineer, 1973 – 2000

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Bing Young, Architect | Plan Review Services Manager

Education

Bachelor in Architecture,
California Polytechnic State University
San Luis Obispo, CA

Registration

Registered Architect, California

Professional Affiliations

National Council of Architectural Registration Boards Certified

ICC Member

Bing Young is a registered Architect with plan review experience on both residential and commercial projects. He provides comprehensive life safety, accessibility, energy, and mechanical/electrical/plumbing reviews on a variety of residential and commercial project types. Bing possesses over 25 years of professional experience which includes roles in production, project management, construction management, energy, and accessibility analysis.

Work Experience

Plan Review Architect, TRB + Associates, Inc. **2018 - Present**

- Review drawings and calculations for code compliance on behalf of client agencies
- Projects include residential subdivisions, custom homes, additions, remodels, new commercial buildings, and tenant improvements

Project Architect, PSM Architects, Inc. **2008 – 2018**

- Prepared and managed the development of comprehensive construction documents for new commercial buildings, tenant improvements, and additions
- Oversaw and directed production staff
- Performed quality control review of building permit submittal documents
- Facilitated client and permit processing meetings
- Collaborated with engineers, ancillary designers, and vendors
- Prepared and reviewed project specifications
- Reviewed shop drawings and submittals for compliance with specifications and design intent
- Performed accessibility evaluation of existing sites and buildings
- Prepared detailed accessibility reports for building and business owners
- Facilitated pre-construction and post-construction on-site meetings with construction project managers and general contractors
- Performed construction administration and project closeout duties

Staff Architect, Hollman Bologna Architecture & Planning, Inc. **1996 - 2008**

- Prepared schematic design and construction documents for single-family and multi-family residential remodels, additions, and new buildings
- Performed residential building reconnaissance for additions and remodel projects
- Prepared design review documents for planning approvals
- Facilitated building permit processing
- Prepared and reviewed Title 24 Energy Efficiency Compliance documents

Certified Energy Plans Examiner, BETA, Inc. **1993 - 1999**

- Reviewed and approved Title 24 Energy Efficiency Compliance documents for residential and non-residential buildings for local jurisdictions

Christopher Rose | Inspection & Field Services Manager

Certifications/Licenses

ICC Certified

- California Commercial Building Inspector
- Commercial Building Inspector
- Residential Building Inspector
- California Residential Building Inspector
- Residential Plans Examiner
- Building Inspector
- Permit Technician

Chris possesses over 20 years of experience in the building and construction inspection field for various jurisdications in Northern and Southern California. His experience includes inspecting commercial, residential, non-residential, multifamily, municipal, and public structures for quality control and safety to ensure buildings are up to code and comply with local ordinances. Chris has extensive experience working in the building and safety, engineering, fire, and planning departments for multiple jurisdictions as well as the United States Marine Corps. Chris has positive working relationships with clients, management, as well as his peers and maintains high levels of productivity, reliability with excellent work ethic to deliver high quality customer service.

Chris is ICC Certified in multiple areas including as a California Commercial and Residential Building Inspector, Permit Technician, Commercial and Residential Building Inspector, Residential Plans Examiner, and Building Inspector.

Chris is responsible for the oversight of field inspectors and other building department staff. He employs a customer service focus in carrying out his building safety inspection responsibilities.

Work Experience

Inspection Services Manager, TRB and Associates, Inc. **2022 – Present**

- Responsible for the oversight of field inspectors and other building department staff.
- Inspection on several large-scale projects
- Building Inspector for jurisdictions on an as needed basis responsible for inspecting residential, commercial, and industrial project types from start to finish.
- Communicates compliance elements with clients with solution driven resolve.
- Performs plan review of light commercial tenant improvements and remodel projects.
- Electronic and paper plan review.

Project Coordination, Plan Review, Inspection, and Construction Management Assignments

- **Apple World Headquarters project in Cupertino** – Document Control and coordination of an international design and permitting effort.
- **Marine Corp Air Ground Combat Center MWSS-374** - Re-construction of an Expeditionary Airfield, runway, and helicopter pads to include support buildings and clamshell hangers.
- **Marine Corp Air Ground Combat Center MWSS-374** - Construction of the Tank refueling pads and fuel farm.
- **Southern California Logistics Airport SCLA** - Remodeling and Repurposing of the existing George Air force base in Victorville California.
- **City of Hesperia City Hall, Library and Civic Center** - New Construction of a 27 Acre Civic Center Master Plan.
- **City of Hesperia Government Center** - New Construction of the County Government Building.
- **City of Hesperia Police Department Building** - New Construction of the County Government Building.
- **City of Hesperia Ranchero Road Underpass** - The Ranchero Road Grade Separation Project.
- **City of Hesperia Ranchero Interchange (HWY 15)** - Interstate 15 Ranchero Road Interchange.
- **Sonoma County** – Wildfire Recovery Operations.
- **Jackson County Oregon** – Wildfire Recovery and Program Development.

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Chief Building Official (DCBO), Private Consultant, Various Locations 2014 - 2019

Provided Project Management, Compliance, Plan Review, Inspections, Document Control and Administration for power producing industrial infrastructure projects throughout the state for California Energy Commission. Below is a list of projects:

- **Carlsbad Energy Center Project (CECP) –** Above ground storage tank demo and decommissioning.
- **Blythe Solar Power Project Units 1 & 2 (BSPP)** – New 235 MW photovoltaic facility.
- **Pio Pico Energy Center (PPEC)** – Three Units, 300 MW gas fired turbine simple cycle facility.
- **Carlsbad Energy Center Project (CECP**) – Five Units, 632 MW gas fired turbine simple cycle facility.
- **Orange Grove Energy Center (OGEC)** – Two Units, reliability and AGP upgrade project.
- **Geysers Unit 16 (Quicksilver)** – Tower wet down system and diesel fire pump project.
- **Geysers Unit 18 (Socrates)** – Tower wet down system and diesel fire pump project.
- **Geysers Unit 20 (Grant)** – Tower wet down system and diesel fire pump project.
- **Geysers Unit 17 (Sonoma)** – Low pressure steam bypass project.
- **Geysers Unit 02 (NCPA)** – Mixing tower project.
- **Roseville Energy Park (REP)** – Catwalk extension project.
- **Colusa Generating Station (CGS)** – Rotating intake screen project.
- **Los Medanos Energy Center (LMEC)** – Cooling tower chemical tanks project.
- **Colusa Generating Station (CGS)** – Stairway to condensate pumps project.
- **Calpine Otay Mesa (OMEC)** – Low pressure steam bypass project.
- **Colusa Generation Station (CGS)** – New circulation system and raw water pumps project.
- **Cosumnes Power Plant (SMUD)** – Unit 3 AGP upgrade project.
- **Ivanpah Solar (ISEGS)** – Ammonia tank replacement project.
- **Colusa Generating Station (CGS)** – Bearing enclosure fire sprinkler project.
- **Humboldt Bay Generating Station (HBGS)** - New guard shack project.
- **Cosumnes Power Plant (SMUD)** – Unit 2 AGP upgrade and filter press project.
- **Abengoa Mojave Solar (AMS)** – Fire suppression line repair project for Alpha and Beta blocks.
- **Gilroy Energy Center (GEC)** – Gas line repair and replacement project.

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Paul Armstrong, PE, CBO | Technical Director & Instructor

Education

B.S. Civil Engineering California State University, Long Beach

Advanced Study, Fire Protection Engineering, Cal-Poly San Luis Obispo

Registration | Certification

Registered Professional Engineer, CA (#45464)

ICC Certified Building Official

Awards

CALBO Instructor of the Year, 2010

CALBO Course Developer Merit Award, 2014

Committees

International Association of Building Officials Board, 2018

ICC Code Correlation Committee, 2018

Orange Empire Chapter of ICC, Vice President

ICC Residential Energy Code Development Committee, Chair 2013

ICC Building Official Membership Council, Governing Committee, 2011

CALBO State Code Committee, 2011, 2012(Chair), and 2013

CALBO Building/Fire Advisory Committee, 2011

LA Basin Chapter and Orange Empire Chapter Code Committee, Chair 2011, 2012 (Chair) and 2013 (Chair)

Secretariat to the International Residential Code for One- and Two-Family Dwellings (1997-2000)

(Ctd. on next page)

Paul Armstrong is a Registered Professional Engineer with over 30 years of engineering experience. His vast experience in all manner of construction, be it industrial, commercial, and residential project types, provides our clients with a strong skill set and wealth of industry knowledge. In addition to Paul's engineering experience, he is also a Certified Building Official, serving in this capacity at the City of El Monte, as well as Laguna Hills, Signal Hill, and Palos Verdes.

A noted author and lecturer in the building life safety industry, Mr. Armstrong has earned many awards, including CALBO Instructor of the Year.

Select Project Experience

- **Apple Campus Theater, Cupertino, CA** – The plan review of the Apple Campus' Theater where new products would be announced and corporate meetings held. Mostly subterranean structure that has a glass entry lobby supporting a carbon fiber roof (disk).
- **ARTIC (Anaheim Regional Transportation Intermodal Center), Anaheim, CA** – Plan review of the fire and life safety regulations for this new transportation center. The building is a steel tube framework with a 2-story administration area with a mezzanine inside. This review included a pedestrian bridge leading to the train platforms.
- **Anaheim Convention Center Expansion, Anaheim, CA** – A very large expansion of the convention center meeting space with an associated parking garage addition.
- **Disneyland Star Wars Expansion, Anaheim, CA** – A very visible area of the Disney resort that is about to open this year.
- **Rams/Chargers NFL Stadium, Inglewood, CA** – The plan review of the newest NFL Stadium project in So CA. The stadium itself is covered by a large steel tube framed roof structure that is not connected to the stadium.
- **Rio Tinto Soccer Stadium**, **Sandy City, Utah** – The plan review of the Salt Lake area's professional soccer stadium. It included a roof canopy structure with a wave feature in the leading edge.
- **Building Official Roles:**
  - Palos Verdes Estates
  - Laguna Hills
  - Whittier (interim position)
  - Signal Hill
  - El Monte

Regional Director, Building & Safety Services, TRB + Associates **2019 – Present**
Responsible for new business development for building life safety services for various jurisdictions throughout California. Provide client relations and code assistance. Perform training lectures on building and residential codes. Participate on various local, state-wide and national committees. Building Official of the City of Signal Hill.

Group Leader, Building and Safety Services, Industry Consultant **2017 – 2019**
Responsible for the development of new business for inspection services and plan review services for various jurisdictions across the United States. Provide client care and assistance on code related issues. Give training lectures on the building and residential codes. Participate on various local, state-wide, and national committees. Building Official of the City of Palos Verdes Estates and Laguna Hills.

Committees (Ctd.)

Author, 2013 and 2016 Significant Changes to the CBC and CRC

UL Fuel Gas Products Council (2002)

BCMC (BDMC) staff liaison (1993-2002)

Co-secretariat to the ICC Performance Based Building Code

Secretariat to the International Zoning Code (1996-2000)

Secretariat to the General Design, Administrative, Lateral Design, Fire and Life Safety and Fire Risk Code Committees of ICBO (1992-1996)

Staff secretariat responsible for the rewrite of the Means of Egress Chapter in the 1994 UBC

NIBS HHS Code Comparison Committee (1994)

FEMA Building Performance Review Team member (1993)

NIBS Flood Standards Comparison Committee (1992)

Coordinator, Pacific Rim Conference on Performance Based Codes

Various ASCE standards committees

SEAOC Code Committee liaison

ASME A17.1 Code Coordinating Committee

ANSI Construction Standards Board

Vice President, Various Industry Consultant Firms **2005 – 2017**
Responsible for the development of new business for inspection services and plan review services for various jurisdictions across the United States. Provide client care and assistance on code related issues. Give training lectures on the building and residential codes. Participate on various local, state-wide and national committees. Participate on various local, state-wide and national committees. Promotion and sales of the Firms' in-house electronic plan review system. Building Official of the City of Signal Hill. Contract Plan Review Engineer for the City of Anaheim

Chief Building Official, City of El Monte, Industry Consultant **2011 – 2012**
Responsible for the City of El Monte Building Division. Review plans for the City and issues permits. Conduct investigations of non-complying facilities frequently in conjunction with the Planning Division, Code Enforcement Division and LA County Fire Department. Develop presentations for City Council on adoption of new codes, etc.

Vice President, ICC **1991 – 2005**
Led the ICC Architectural and Engineering Services Department, responsible for technical opinions, plan review and the administration of technical contracts during the consolidation into the International Code Council. Managed ICBO Technical Services Department which was responsible for the maintenance of the code development process, plan review service and code opinion service for both external and internal customers. Represented the Council to many national, state and local organizations. Responsible for the technical image of the conference. Provided technical assistance on code related issues to both jurisdictional and professional members and non-members. Provided research on many code-related issues. Secretariat to most ICBO code development committees and the initial drafting secretariat to the ICC International Residential Code.

City of Los Angeles, Dept. of Building and Safety **1988 – 1991**
Structural Engineering Associate
Responsible for the structural, architectural and zoning review of proposed projects in the city. Chief of Coordinating Division and Preservation Coordinator. Evaluation of building products for LA code compliance.

Teaching Experience

International Code Council (ICC)
Lecturer –Non-structural Fundamentals of the 2009 IBC (domestically and internationally)
Lecturer – Non-structural Fundamentals of the 2012 IBC
Lecturer – ICC Code Development Process

California Building Officials
Lecturer- Significant Changes to the 2013 CBC and CRC for CALBO, and ICC
Lecturer – 2016 Introduction to the CBC Means of Egress
Lecturer - Updates to the 2010, 2013 and 2016 California Residential Code
Lecturer – Updates to the 2010, 2013, and 2016 California Building Code
Advanced Building Code Enterprises - Developed and presented coursework
Lecturer – Accessibility topics
Lecturer – Updates to the 2006 International Residential Code and 2007 California Building Code

Publications and Papers
ICC Significant Changes to the 2019 CBC/Significant Changes to the 2019 CRC
ICC Significant Changes to the 2016 CBC/Significant Changes to the 2016 CRC
ICC Significant Changes to the 2013 CBC/Significant Changes to the 2013 CRC
ICC Dwelling Construction under the 2007 CBC - Technical Editor
1997 Uniform Codes and UBC Handbook - Staff Technical Editor

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Karin Kuffel, SE, PE | Senior Plan Review Engineer

Education

Bachelor of Science
Civil Engineering
Purdue University; West Lafayette, Indiana

Masters of Business Administration
Saint Mary's College of California; Moraga, California

Registration

Registered Structural Engineer
California

Karin has over 30 years of structural engineering experience. Ms. Kuffel has vast structural design experience in both complex commercial and residential projects. She has managed many large-scale projects, including hospitals, OSHPD and the Chabot Space and Science Center. Her experience includes staff training, building design, and design review, as well as construction supervision and development of design and construction guidelines for new single-family residences.

Work Experience

Plan Review Engineer, TRB + Associates, San Ramon, CA **2016 - Present**

Provide structural plan check reviews of large commercial and institutional structures for multiple Bay Area building departments.

Build Change; Philippines **2014 - 2016**

Lead Engineer - Philippines. Responsible for all technical work and staff of Denver-based engineering non-profit's programs and operations throughout the Philippines, including management of Filipino engineering/technical staff comprised of engineers and builder trainers. Supervised training of local staff, building design, design review, construction supervision, and development of design and construction guidelines and recommendations for single-family homes and schools based on the National Structural Code of the Philippines.

Crosby Group; San Mateo, CA **2011 - 2014**

Senior Structural Engineer/Project Manager. Project management on multiple design-build projects, working with design team and contractor on fast-track work both in- and out-of-state. Responsible for managing project team from design through construction, developing and tracking fees, deadlines, and deliverables.

Independent Consultant **2009 - 2011**

Structural engineering consultant in San Francisco Bay Area. Consultant for small commercial and residential work. Extended contract work for Rutherford & Chekene included multiple hospital projects covering new hospital facility design, OSPHD plan-check work, and construction administration assistance.

Biggs Cardosa Associates, Inc., SF, CA **2006 - 2009**

Senior Engineer. Project management with responsibility for developing work, managing project production work, and overseeing construction administration. Representative projects include oversight for design of 8-story residential and parking structure for Santana Row Parcel 8b (San Jose, California) and the Lowe's parking structure in San Francisco.

KPFF Consulting Engineers; SF, CA **2004 - 2006**

Project Manager. Responsible for developing work and fee proposals, managing project engineering, drafting work, and overseeing construction administration. Project management included design of 5-story addition to Kaiser Santa Rosa Hospital, construction administration for 7-story addition to Modesto Memorial Hospital, and design and construction of low-income housing for South County Housing.

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Thomas Hemenway, SE, PE | Senior Plan Review Engineer

Education

B.S. Civil Engineering Technology, Structural Emphasis
Metropolitan State College, Denver

Registration

Registered Structural Engineer California (#5348)

Registered Civil Engineer California (#52357)

Professional Affiliations

SEAONC Member

Tom Hemenway is a Registered Structural Engineer with over 30 years of engineering experience. Tom's experience includes providing structural, civil, and architectural design and quality control on a variety of industrial, commercial, and residential project types including multifamily podium projects, utility-scale power plant facilities, and retail buildings. He has served in design and analysis capacities for several seismic strengthening projects involving timber, steel, concrete, and masonry buildings in the greater San Francisco Bay area. His technical skills include 3D modeling and dynamic analysis for large foundations and structures.

Select Project Experience

- Lead Civil/Structural Engineer on multiple projects including the following:
  - NUMMI, Stamping Plant and Plastics Plant Expansion, Fremont
  - Vandenberg AFB housing development phases III and IV
  - 140 Geary Street seismic retrofit, San Francisco, CA
  - Amgen, Process Lab Building 99, Thousand Oaks, CA.
  - Huntington Hotel, San Francisco, CA
  - Wells Fargo Bank, Fremont Data Center, Fremont, CA.
- Responsible for Civil, Structural, and Architectural designs for industrial projects domestic and international.
- Responsible for structural analysis and design of seismic strengthening to existing timber, steel, concrete, and masonry buildings in the greater San Francisco bay area.
- Responsible for 3D model constructability review for a new GE 7FA natural gas-fired and GE A10 steam turbine, 1x1 combined cycle electric power generating facility.
- Responsible for ensuring quality of Civil, Structural, and Architectural construction activities for 600-megawatt natural gas-fired, combined cycle electric power generating facility.
- Performed dynamic structural analysis and concrete design for new steam turbine foundation.
- Designed concrete and steel structures for Kennecott Copper Smelter Modernization Project, Salt Lake City, UT using STAAD III and Microstation for PC computer.
- Designed steel pile and conventional concrete pad foundations for overland conveyor at Falkirk Mine in Underwood, North Dakota.

Work Experience

TRB + Associates, Inc., Senior Plan Review Engineer, 2016 - Present
Owner, TjHemenway Design Consultant, 2014 to 2016
Construction and Engineering Interface Manager, Kvaerner North American Construction Inc. and Parson Brinkerhoff JV, 2013
Owners Representative, Calpine, Russell City Energy Center, 2011 – 2012
Lead Structural Engineer, Aker Kvaerner, 2002 – 2003
Resident Engineer, Kvaerner, 2000 – 2002
Civil/Structural Discipline Manager, Kvaerner Metals, 1998 – 2000
Senior Structural Engineer, Kvaerner Metals, 1997
Civil/Structural Lead Engineer, The Bentley Company, 1995 – 1996
Others, 1981 – 1994

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William Vaughn, SE, PE | Senior Plan Review Engineer

Education

Bachelor of Science, Structural Engineering, Masters-level Course Work in Structural Engineering, Portland State University, Portland, Oregon

Bachelor of Arts, Economics, Course Work in Business Administration and Industrial Engineering, State University of New York, Buffalo, New York

Registration

Registered Structural Engineer, California

Registered Civil Engineer California

Professional Affiliations

Structural Engineers Association of Northern California (SEAONC)

Structural Engineers Association of California (SEAOC)

International Code Council (ICC)

East Bay Chapter of ICC

William Vaughn is a Registered Structural and Civil Engineer with over 35 years of experience in construction, structural engineering design, seismic investigation and structural peer and plan review. Bill has extensive knowledge in commercial and residential buildings as well as industrial facilities using steel, concrete, masonry and timber design. He also has a wide range of construction field experience including supervision, construction methods, product development and structural inspection. Of particular note, Bill's steel design portfolio includes 2 Moment Frame patents with HSS Steel Columns and Wide Flange Beams.

Select Project Experience

- Provided structural design and peer review services for clients with residential, multi-family, and commercial buildings using timber, steel, concrete, and masonry design.
- Produced structural designs for new buildings and provided structural designs and evaluations for alterations to existing buildings.
- Designed seismic strengthening of un-reinforced masonry buildings, wood buildings, and concrete tilt-up buildings.
- Produced repair designs for earthquake damaged facilities and for other structurally damaged buildings.
- Conducted analyses of existing buildings to assess compliance with codes and drawings.
- Performed investigations of earthquake, fire, and flood distress. Prepared reports, engineering analyses, and repair recommendations.
- Provided expert witness, structural peer review and plan review services.
- Investigated structural damage and distress for litigation preparation purposes. Prepared reports, engineering analysis, and recommendations to client. Provided design preparation and construction observations for repair designs.

Structural Peer Review

- Haas School of Business, University of California, Berkeley, CA

Structural Plan Review

- Russell City Energy Center, New $800 million Power Plan Project (for California Energy Commission), Hayward, CA
- Newell Village Mixed Use Project, Walnut Creek CA
- Terraces at Los Altos Mixed Use Project (Phase 3), Los Altos, CA
- New Family Dollar Store, Sacramento, CA

Structural Design

- Chevron Willbridge Terminal Upgrade, Portland, OR
- Chevron Eureka Terminal Upgrade, Eureka, CA
- Kaiser - Lennon Lane Mechanical & Seismic Upgrade, Walnut Creek, CA

Work Experience

TRB + Associates Inc., Senior Plan Review Engineer, 2011 – Present
Vaughn Engineering, Principal Structural Engineer, 1994 - 2011
David L. Messinger & Associates, Civil & Structural Engineer, 1990 -1994
Alan R. Horeis Structural Engineers, Civil Engineer, 1987 -1990
Others, 1971 – 1987

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Mike Kaszpurenko, SE, PE | Senior Plan Review Engineer

Education

Bachelor of Science, Civil Engineering, Clarkson University, Potsdam, New York, 1976

Registration

Registered Structural Engineer, California

Registered Civil Engineer California

Professional Affiliations

Structural Engineers Association of Northern California (SEAONC)

FEMA Structural Specialist, for Urban Search and Rescue, Task Force 7, Sacramento, CA.

California Office of Emergency Services Volunteer for post-earthquake building review.

Mike Kaszpurenko is a registered Structural and Civil engineer with over 30 years of engineering experience. His experience encompasses the plan review, design, evaluation, and retrofit of various types of building and non-building structures using concrete, steel, masonry, wood, and light-gage metal.

Mike's experience includes working for a large structural steel fabricator where he was involved in detailing of shop drawings, design of connections, and on-site field review.

Select Project Experience

Industrial, Manufacturing

- Corn Products Cogeneration Facility, Stockton, CA. Plan review of boiler building and miscellaneous foundations for new facility.
- Nine Mile Point Two Nuclear Power Plant, New York. Miscellaneous connection designs.
- Oswego Power Plant, Oswego, New York. On site engineer, for fabricator of breeching, during construction of oil-fired power plant.

Commercial / Government /Civic

- 600 Sutter, San Francisco, CA. New eight story building.
- 973 Market, San Francisco. Seismic upgrade of an existing 8 story brick and concrete building.
- Saks Fifth Avenue, San Francisco, CA. Foundation shoring for a new department store.
- El Camino Real Hotel, San Mateo, CA. Preliminary design of a new three-story hotel.
- 1989 Loma Prieta Earthquake, San Francisco, CA. Damage assessment of numerous apartment buildings and other structures for the City of San Francisco.
- City Center Rotunda, Oakland, CA. Upgrade of three, eight story adjacent buildings into one multifunction facility.

Education, Assembly / Healthcare

- Windsor Middle School, Windsor, CA. New $11 million School Campus.
- Laguna Salada School District, Pacifica, CA. Survey of 12 school campuses for Pacifica School District.
- Clovis East High School, CA. Plan check review for the Office of the Office of State Architect on several buildings of a new campus.
- Kaiser Hospital Service Building, Walnut Creek, CA. New two-story support facility for a hospital.

Multi-unit Residential

- Winterland Apartments, San Francisco, CA. Engineer of record for a 304-unit apartment complex consisting of four stories of wood framing over several levels of concrete parking.
- Park Hill Terrace, San Francisco. Upgrade and extension of former 8 story hospital building into condominiums.

Work Experience

TRB + Associates, Inc. San Ramon, CA, 2009 - Present
Structural Engineers Collaborative, San Francisco, CA, 1986—Present
Culley Associates, San Francisco, CA, 1980—1986
H. J. Degenkolb & Associates, San Francisco, CA, 1978-1980
Cives Steel Corporation, Gouverneur, New York, 1976—1978

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Daniel McLaughlin, PE, CASp | Senior Plan Review Engineer

Education

Masters in Structural Engineering
Lehigh University
Bethlehem, PA

B.S Civil Engineering
Lehigh University
Bethlehem, PA

Registration

Registered Civil Engineer, California

ICC Certified Plans Examiner

DSA Certified CASp

Professional Affiliations

American Institute of Steel Construction

Dan McLaughlin is a registered Civil Engineer and ICC Certified Plans Examiner with plan review experience on numerous residential and commercial projects. He has provided structural, life safety, and mechanical/electrical/plumbing, and energy reviews on a variety of residential and commercial project types. Project types include complex single-family homes, small to mid-sized retail shell buildings, office and mercantile tenant improvements, and large mixed-use projects. Dan possesses strong structural analysis skills and has an excellent working knowledge of ADAPT, RAM, SAP2000, AutoCAD, Revit, and MathCAD structural engineering software packages.

Work Experience

Senior Plan Review Engineer, TRB + Associates, Inc. **2014 - Present**

- Dan specializes in plan review coordination with extensive experience on both complex commercial and residential projects. Dan has served in project management and reviewer roles across many large-scale projects including Phase 1 of the $9 billion RELATED Santa Clara project, and the $1.5 billion UC DAVIS HEALTH Sacramento Campus, Aggie Square project.
- Recently participated in review of 4 story 135,000 sf wood apartment building over 2 story PT parking garage
- Participated in review of a 6 story 133,000 sf steel buckling restraint braced frame office building
- Review a variety of wood, concrete, and steel building types
- Communicate with project engineers and architects on a regular basis

Engineering Assistant, Contra Costa County Sanitary District **2011 - 2014**

- Performed submittal check to ensure use of proper materials and equipment
- Created site maps to discover location of overflows in the event of clogs in the systems
- Performed sewer line inspections to ensure proper installation by contractor
- Supervised bore sight to allow continual work when lead engineer not on site

Engineering Internship, City of Pleasant Hill, Engineering Division
2007

- Performed quality control of storm drainage system project
- Supervised ADA sidewalk installation to ensure proper installation by contractor
- Developed PowerPoint Presentation of the City department functions for the City Engineer

Residential Construction, McLaughlin Construction **2011, 2013**

- Extensive knowledge in residential wood construction. Restored Victorian home including repair and seismic retrofit of foundation, re-leveled house and conducted full replacement of electrical, plumbing and sewer line. Completed unfinished basement including framing, insulation, electrical, sheetrock and finish work

Collection System Operation Laborer, Contra Costa County Sanitary District **2009, 2010**

- Performed assigned duties on the hydro, rodding, construction, and utilities location crews

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Petya McInnis, PE, CASp | Senior Plan Review Engineer

Licenses and Certifications

- Professional Engineer (P.E.)
- Certified Access Specialist (CASp)
- ICC Plans Examiner
- CalOES SAP Evaluator

Education

- MS in Structural Engineering, University of California, Davis, *2009 - 2011*
- BS in Civil & Environmental Engineering (Emphasis in Structures), California State University, Sacramento, *2007 - 2008*
- MS in Structural Engineering (One semester away from completion), University of Architecture, Civil Engineering and Geodesy, Sofia, Bulgaria, *1999 – 2003*

Skills

- Collaborative Team Player
- Detail-Oriented
- Hardworking
- Enthusiastic
- Dependable
- Quick Learner
- Proficient in Current Design Standards (e.g., ASCE7, ASCE41, ACI 318, AISC, etc.)
- Software Proficiency: Experienced in 2D/3D drafting and structural analysis software (e.g., AutoCAD, LDD, Civil 3D, SAP2000, Navisworks)
- Knowledge and experience in finite element analysis tools (e.g., ABAQUS, ANSYS)

Computer Skills

- Programming & Web Design: Matlab, SQL, C++, HTML, JavaScript
- 3D Studio MAX
- SolidWorks
- Adobe Photoshop
- Illustrator
- CorelDraw
- Macromedia Shockwave Flash

Languages

- English
- Bulgarian
- Russian

Petya McInnis possesses over 22 years of experience in engineering and construction, encompassing design, plan review, and inspection for residential, commercial, and industrial projects. In her recent role as a Plan Check Engineer for the City of Fairfield, Petya oversaw a wide range of design disciplines for projects of varying sizes and types. Her expertise spanned from simple residential additions to complex commercial and industrial developments. Petya offered invaluable assistance to stakeholders, ensuring compliance with code requirements and providing technical supervision to permit technicians and inspection staff. Her proactive approach extended to assisting Building Inspectors and Officials with code research and interpretation, resulting in effective solutions for challenging construction scenarios. Petya's contributions included recommending and implementing process and policy changes to further the city's objectives. Additionally, she prepared reports and updates for the City Council, ensuring transparency and accountability in project management.

Petya also served as a client liaison for all clients in the Sacramento region and numerous clients in the Bay Area. With exceptional interpersonal skills, high productivity, and a strong work ethic, she consistently delivered top-notch customer service.

As a professional Engineer, Petya holds ICC certification as a Building Plans Examiner and is also a certified access specialist (CASp). Petya's extensive experience and expertise make her a valuable asset to any team. With well-rounded experience in the building industry, she brings a wealth of knowledge and skills to every project she undertakes.

Work Experience

Sr. Plan Review Engineer, TRB and Associates, Inc. **2024 – Present**

- Provides building plans examination for jurisdictions on an as-needed basis. Responsible for providing plan check reviews for residential and commercial structures.
- Reviews building plans and related documents for compliance with California Building Codes, agency requirements and policies. Verifies that projects have obtained all necessary approvals; maintains records and prepares final plan sets for approval.
- Performs plan review of light commercial tenant improvements and remodel projects.

Plan Review Manager, Private Consultant **2022 - 2024**

- Oversaw daily activities of all plan review staff in the Sacramento region.
- Provided technical assistance, training, and mentorship for internal and jurisdictional staff.
- Served as a client liaison for all clients in the Sacramento region and several clients in the Bay Area.
- Reviewed all design disciplines for projects of all sizes and types.
- Specialized in reviewing large commercial projects such as mixed-use multi-family, high-rise, and podium construction.
- Prepared proposals and time estimates

Senior Plan Check Engineer, Private Consultant **2021 - 2022**

- Responsible for reviewing all design disciplines for projects of various sizes and types across multiple Cities and Counties in California, Oregon, Washington, and Massachusetts.
- Specialized in reviewing large commercial projects including mixed-use multi-family, high-rise, podium construction, shopping centers, restaurants, warehouses, big-box stores, tenant improvements, etc.
- Led "page-turning" pre-submittal sessions aimed at identifying and resolving code compliance issues before submission.
- Managed the Stanford University SLAC plan review contract.
- Provided training and performed quality control for plan review staff.
- Prepared proposals and time estimates.

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Plan Check Engineer, City of Fairfield, Fairfield, CA **2014 - 2021**

- Responsible for reviewing all design disciplines for projects of various sizes and types in the City of Fairfield.
- Reviewed projects ranging from simple residential additions, alterations, ADUs, and garage conversions to complex commercial and industrial TIs and new developments.
- Assisted designers, contractors, developers, business owners, homeowners, and City staff in applying, understanding, and interpreting applicable code requirements for each project, providing guidance for potential code-compliant solutions.
- Provided technical supervision to permit technicians and inspection staff.
- Assisted Building Inspectors and Building Official with code research and interpretation on difficult or unusual construction situations.
- Recommended and created process and policy changes.
- Prepared reports and City Council updates.

Senior Structural Engineer, AIR Worldwide, San Francisco, CA **2011 - 2014**

- Served as a Senior Engineer in the Catastrophe Risk Engineering Group.
- Evaluated code compliance of proposed and existing facilities across different countries/regions worldwide.
- Reviewed structural drawings and calculations to identify potential design deficiencies.
- Developed reliable quantitative measures of site-specific natural disaster risk (e.g., seismic, wind, flood, tsunami).
- Created 3D structural models for performance-based evaluations.
- Conducted site inspections and prepared proposals, progress reports, final project reports, and presentations.
- Collaborated closely with national and international government agencies and organizations on disaster risk reduction, mitigation, and response strategies.
- Notable projects included:
  - Seismic Risk Assessment of the Solar Millennium Project at Blythe, CA
  - Hurricane Risk Assessment of Walt Disney World, Orlando, FL (Phase I, IIA, and IIB)
  - Seismic and Wind Risk Assessment of KAUST, Saudi Arabia
  - Real-time Seismic Damage Assessment for the California Earthquake Authority
  - Real-time Hurricane Risk Assessment for DOW Chemical, Freeport, TX
  - Various international multi-phase disaster risk assessment projects in collaboration with the World Bank and the Asian Development Bank.

Design Engineer, Mark Thomas & Company, Sacramento, CA **2008 –2011**

- Worked as a Design Engineer on multiple municipal transportation engineering projects, including highway interchange and bridge projects, local roadway improvements, and streetscape enhancements.
- Prepared infrastructure analyses to support the implementation of planning frameworks and design concepts for each project.
- Led the planning, geometric design, and coordination for the Sacramento City College Bicycle/Pedestrian Overcrossing Project.
- Provided construction support for the 4-mile Folsom Blvd Enhancements Project in Rancho Cordova and the historic preservation R Street Reconstruction Project in Sacramento.
- Prepared various technical reports, construction details, utility mapping and coordination, grading plans, access compliance, quantity take-offs and estimates, drainage pattern analyses, and storm drain design.
- Other projects included: I-5 / Cosumnes River Blvd Interchange PS&E, Watt Ave / HWY 50 Project, Sacramento Regional Transit SSCP2, Stockton Transportation Impact Fee Study, R Street Market Plaza, and Ramona Ave Extension.

Project Engineer / Project Manager, KHS&S Contractors, Concord, CA **2005 – 2007**

Sr. Production Operator, FedEx Kinko's SF East Bay CPC, Pleasanton, CA **2004 – 2005**

Jim Begley, FPE, CFM, LEED AP | Fire Protection Engineer

Education

Worcester Polytechnic Institute
M.S. in Fire Protection Engineering - 2006

University of Maryland at College Park
B.S. in Fire Protection Engineering - 1996

Registration | Certifications

Licensed Fire Protection Engineer:
California, Nevada, Arizona, 15 additional states

LEED Accredited Professional

ICC Certified Fire Marshal

ICC Certified Fire Plans Examiner

ICC Certified Fire Inspector

Professional Affiliations:

National Fire Protection Association (NFPA)

Society of Fire Protection Engineers (SFPE)
Member grade

SPFE
Member of International Board of Directors

Jim Begley has 20 years of experience and began his engineering career in 1993 at Lockheed Martin Energy Systems in Oak Ridge, TN. After relocating to Las Vegas in 2002, Jim was responsible for hospitality projects such as Caesars Palace, Hard Rock Hotel, the Palms Casino, Bally's and Paris Hotel Resort while managing the Las Vegas office of Schirmer Engineering Corporation. In May 2005 Jim joined JBA Consulting Engineers as the Director of Fire Protection Engineering and became Director of Domestic Business Development in 2008 prior to establishing his own firm in 2010.

Jim is a registered Fire Protection Engineer in 18 states. While at the University of Maryland, Jim was awarded membership to the Salamander honorary fire protection engineering fraternity. Jim is a past President of the Southern Nevada chapter of the Society of Fire Protection Engineers (SFPE) and currently sits on the SFPE Board of Directors on an international level.

Select Project Experience

SHRA 12-Story Building Remodel, Sacramento, CA
Russell City Energy Center Project, Hayward, CA
Lodi Energy Center Project, Lodi, CA
River Rock Casino, Healdsburg, CA
Aliante Station Hotel and Casino, Las Vegas, NV
Barona Resort & Casino, Lakeside, CA
Caesars Palace Hotel and Casino, Las Vegas, NV
Diamond Jo Casino, Northwood, IA
Diamond Jo Casino Dubuque, Dubuque, IA
Durango Station Hotel and Casino, Las Vegas, NV
Encore at Wynn Las Vegas, Las Vegas, NV
Golden Nugget Hotel & Casino, Las Vegas, NV
Legends Casino, Yakima, WA
Little Six Casino, Prior Lake, MN
Mystic Lake Casino, Prior Lake, MN
Palms Casino Resort Phase II, Las Vegas, NV
Palms Casino Resort Concert Venue, Las Vegas, NV
Snoqualmie Casino, Snoqualmie, WA
Tropicana Mega Resort, Las Vegas, NV
Wynn Las Vegas, Las Vegas, NV

Work Experience

TERPconsulting, 2010 – Present
jba consulting engineers, 2005 – 2010
Schirmer Engineering Corporation, 2001 – 2005
Fire Protection unlimited, 1999 – 2001
Performance Design Technologies, 1997 – 1998
Nexus Technical Services Corporation, 1996 – 1997
Lockheed Martin Energy Systems, 1993 – 1996

Bryan Douglass, FPE | Fire Protection Engineer

Education

Worcester Polytechnic Institute
M.S. in Fire Protection Engineering - 2007

Worcester Polytechnic Institute
B.S. in Fire Protection Engineering - 2006

Registration

Licensed Fire Protection Engineer:
California, Kansas, Louisiana, Nevada, Oregon

Professional Affiliations

Society of Fire Protection Engineers (SFPE)
Member grade, Southern Nevada Chapter – President

Bryan Douglass has over 10 years of experience and began his engineering career in 2006 as a Graduate Intern at Rolf Jensen & Associates, Inc. In January 2008, Mr. Douglass joined JBA Consulting Engineers as a Consultant, providing code consulting and conceptual design of fire protection systems for various gaming, hospitality, and commercial projects. He was eventually promoted to Senior Fire Protection Engineer and was responsible for the management of projects such as SLS Las Vegas, Marriot Grand Chateau Phase 3 Tower, and Michael Jackson Cirque Show. He also served as an MQAA special inspector for projects such as, Sam's Town, Encore at Wynn Las Vegas, and Bluegreen Timeshare.

Mr. Douglass is a registered professional Fire Protection engineer in 5 states. He is past President of the Southern Nevada Chapter of the Society of Fire Protection Engineers.

Bryan holds an M.S. degree in Fire Protection Engineering from Worcester Polytechnic Institute, MA and a B.S. degree in Mechanical Engineering from Worcester Polytechnic Institute, MA.

Select Project Experience

- Clark County Water Reclamation, Las Vegas, NV The D Casino, Las Vegas, NV
- Eclipse Movie Theater, Las Vegas, NV
- Encore at Wynn, Las Vegas, NV.
- Fashion Show Mall, Las Vegas, NV
- Henderson Vitamin Manufacturing Facility, Henderson, NV
- Horizon Hospital, Las Vegas, NV
- Isleta Casino & Resort, Albuquerque, NM
- Las Vegas Convention Center, Las Vegas, NV Le Maitre Fireworks, North Las Vegas, NV Luxor Hotel & Casino, Las Vegas, NV Mandalay Bay Resort, Las Vegas, NV
- Marriott Grand Chateau, Las Vegas, NV
- Metro Hangar, North Las Vegas, NV
- Paris Las Vegas - Master Egress, Las Vegas, NV Planet Hollywood Axis Theater, Las Vegas, NV Rebel Oil, North Las Vegas, NV
- Sam's Town, Las Vegas, NV
- SLS Las Vegas, Las Vegas, NV
- Southern Hospital, Las Vegas, NV
- Tortoise Rock Casino, Twentynine Palms, CA Treasure Island Retail Expansion, Las Vegas, NV Tropicana Resort, Las Vegas, NV
- Ulupono LPG, Hawaii
- UNLV, Las Vegas, NV

Work Experience

TERPconsulting, 2012 – Present
jba consulting engineers, 2008 – 2012
Rolf Jensen & Associates, 2006

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Jay Griffin, CASp | Senior Plans Examiner

Licenses and Certifications

- Certified Access Specialist #788

Education

High School Diploma

Skills

- Communication, both written and verbal
- Critical thinking
- Technical plan review
- Creative solutions to complex problems

Jay Griffin possesses over 40 years of experience in the building industry including 20 years as a Supervising Building Inspector. He has extensive knowledge in the areas of building life safety, accessibility, plumbing, and mechanical disciplines, as well as a strong background in plan review. Jay's expertise spans across a wide range of complex projects, including commercial and residential buildings. Throughout his career, he has gained hands-on experience working in various roles, such as carpenter, lead carpenter, job foreman, superintendent, building contractor, and building inspector.

As a collaborative leader, Mr. Griffin recently provided exceptional leadership skills as the Supervising Building Inspector for the City of Sacramento Building Division. He also taught life safety and disabled access classes to city staff and provided guidance and support to plan review and inspection staff. With his expertise in resolving code-related issues and ensuring compliance with regulations, Jay maintains high levels of productivity, reliability, and customer service. He is also a certified California Access Specialist (CASp) and is passionate about continuing a career in the building life safety field.

Work Experience

Sr. Plans Examiner, TRB and Associates, Inc. **2023 – Present**

- Provides building plans examination for jurisdictions on an as-needed basis. Responsible for providing plan check reviews for residential and commercial structures. Review scope includes both structural and non-structural disciplines.
- Reviews building plans and related documents for compliance with California Building Codes, agency requirements and policies. Verifies that projects have obtained all necessary approvals; maintains records and prepares final plan sets for approval.
- Performs plan review of light commercial tenant improvements and remodel projects.

Supervising Building Inspector, City of Sacramento, Sacramento, CA **2004 – 2023**

- Reviewed incoming workload for completeness and complexity and assigned tasks to staff members as needed.
- Taught ongoing life safety and disabled access classes to city staff, ensuring that they were up-to-date on the latest regulations and requirements.
- Served as a subject matter expert on life safety and disabled access provisions of the California Building Code, providing guidance and support to city plan review and inspection staff. Resolved code-related issues as they arose, using deep knowledge and expertise to ensure compliance.
- Reviewed project plans for compliance with applicable requirements of the California Building Code for life safety and disabled access. Worked on a wide range of projects, from simple tenant improvements to high-rise buildings, complex additions to historic structures, and the Golden 1 Arena. Conducted thorough reviews and provided detailed feedback to ensure that all aspects of the code were met.
- Evaluated AMMR (Alternative Materials and Methods of Construction) requests for equivalence with prescriptive code.

Jeff Brooks, CASp | Senior Plans Examiner

Licenses and Certifications

- Certified Access Specialist
- ICC CA Commercial Pluming Inspector
- ICC CA Commercial Mechanical Inspector

Education

Cosumnes River College
Building/Home/Construction Inspection/Inspector

Honors/Awards

- Building Official Leadership Academy – CALBO
  Building Official Leadership Academy (BOLA) Award for completing the CALBO BOLA program for2017-2018.

Skills

- Municipalities
- Construction
- Code Enforcement
- Life Safety
- Building Codes
- Plan Review
- Building Inspections
- NFPA
- Interpersonal Skills

Jeff possesses over 40 years in the construction industry with 21 years as a building inspector performing commercial and residential plan review and inspections in the building life safety, accessibility, plumbing, mechanical disciplines throughout Northern California. Jeff's expertise includes the review of highly complex mechanical and plumbing systems. He also has 20 years of experience working in the trades and as a contractor building custom homes.

As a collaborative leader, Jeff recently provided exceptional leadership skills as the Cannabis Project Manager for the City of Sacramento Building Division. He also provided training and direction for other plans examiners and inspectors for legal related facilities. He works well with the public as well as his colleagues and maintains high levels of productivity, reliability with excellent work ethic to deliver high quality customer service.

Jeff is ICC certified as a Commercial Building and Electrical Inspector. In addition, he is also certified as a California Access Specialist (CASp). Jeff has well-rounded experience in the building industry.

Work Experience

Senior Plans Examiner, TRB and Associates, Inc. **2021 – Present**

- Reviews complex plan drawings and calculations for code compliance on behalf of client agencies.
- Performed comprehensive mechanical and plumbing review for new $100 million mixed use project located in the City of West Hollywood.
- Performed mechanical and plumbing review for new $1.3 billion mixed use project located in Sacramento, CA
- Reviews encompass all manner of construction, including residential, commercial, and industrial project types.

Building Inspector/Plans Examiner, City of Sacramento **2000 – 2021**

- Performed mechanical plumbing plan review for Golden 1 Center Arena, home of the Sacramento Kings.
- Provided life safety, fire systems, and mechanical and plumbing plan review on a wide range of project types during tenure.

General Contractor, Brooks Construction **1980 – 2000**

Ryan Leiendecker | Senior Plans Examiner

Certifications/Licences

ICC Certified:
- Certified Building Official
- Certified Fire Marshall
- Building Code Specialist
- Building Plans Examiner
- Residential Energy Inspector/Plans Examiner
- Commercial Energy Plans Examiner
- Residential Plans Examiner
- Plumbing Plans Examiner
- Commercial Building Inspector
- Residential Building Inspector
- Commercial Plumbing Inspector
- Building Inspector
- Permit Specialist
- Permit Technician

Training Certificates:
- Anchorage Design
- Repair Application Procedure
- Fundamentals of Concrete and Materials
- Fundamentals of Concrete Construction

Education

- Brandman University (Chapman University System), Irvine, California- Master of Public Administration
- Brandman University (Chapman University System), Irvine, California- Bachelor of Sociology

Ryan James Leiendecker possesses more than 14 years of experience in building and fire life safety, conducting plan reviews and inspections for residential and commercial projects in the public sector. In his recent role as a Senior Plan Checker at the City of Pleasanton Building and Safety Division, Ryan supervised Plan Checkers and conducted quality control reviews of consultant's plan reviews. He evaluated building and structural plans for compliance with various codes and met with stakeholders to discuss projects. Ryan conducted over-the-counter reviews for simple projects, while also effectively communicating with customers at the counter, over the phone, and via email, consistently delivering exceptional customer service. He also served as backup for the Chief Building and Safety Official, assisted in special projects, and conducted field inspections as needed.

Ryan has vast experience reviewing construction plans to ensure structural integrity and compliance with regulatory standards, covering California building, mechanical, electrical, plumbing, energy, green, fire codes, and local ordinances.

Work Experience

Senior Plans Examiner, TRB and Associates Inc. **2022 – Present**

- Senior Plans Examiner for jurisdictions on an as needed basis responsible for conducting fire and life safety plan review and inspections ensuring compliance with all applicable local, state, and federal agencies.

Senior Plan Checker, City of Pleasanton Building and Safety **2021 - 2022**

- Supervised Plan Checker and ensured quality control of consultant's plan reviews.
- Checked building and structural plans from architects, engineers, contractors, and owners for compliance with codes and regulations.
- Collaborated with stakeholders like architects, engineers, contractors, and homeowners to discuss projects.
- Conducted over-the-counter reviews for simple projects.
- Provided information and assistance to customers in person, over the phone, or via email.
- Issued building permits and participated in staff meetings to review project compliance.
- Delivered customer service at the Public Counter, including minor plan reviews, and resolving conflicts.
- Acted as backup for the Chief Building and Safety Official when needed.
- Assisted in special projects such as community studies and emergency planning.
- Conducted field inspections related to plan reviews as necessary.

Plans Examiner, County of Napa Building Division **2015 – 2021**

- Reviewed construction plans for structural integrity and compliance with the California building, mechanical, electrical, plumbing, energy, green, fire code and local ordinances.
- Assisted building inspectors with inspections concerning complex structural and life safety issues.
- Met with architects, engineers, and contractors to discuss future or ongoing projects.
- Provided over-the-counter reviews for certain simple projects.
- Provided information to customers at the counter, over the phone, or via email.

Combination Building Inspector Aide II, City of Long Beach Building & Safety **2014 - 2015**

- Assisted customers at the public counter by answering Title 24 code and permit related questions and issuing permits.
- Plan checked photovoltaic systems, signs, pools, and spas.

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James Johnson, E.E., QCxP | Senior Plan Review Engineer

Registration/Certification

Registered Electrical Engineer – Hawaii

ICC Certified Electrical Plans Examiner

Qualified Commissioning Services Provider (QCxP)

Construction Quality Control Reviewer (CQCR)

Professional Affiliations

Illuminating Engineering Society (IESNA)

International Association of Electrical Inspectors

Building Commissioning Association (BCA)

International Code Council (ICC)

Volunteer Affiliations

Board Member,
Richmond High School Engineering Academy Advisory Board
2014 – Present

Volunteer Writer/Coach,
El Cerrito and Richmond High Schools
2013 – Present

James Johnson is a Registered Electrical Engineer (Hawaii), ICC Certified Electrical Plans Examiner, and Qualified Commissioning Services Provider (QCxP) with over 30 years of experience encompassing electrical engineering design and plan review. Mr. Johnson has provided electrical plan review on a variety of project types including commercial building, tenant improvements, and photovoltaic systems. In addition, Mr. Johnson has performed extensive power and lighting systems design, engineering and construction document production, and project management.

Select Skills / Project Experience

- Analyze permit submittal plan documents for conformance to adopted national, state, and city/county codes including NEC, NFPA, IBC, ICC and UFC standards.
- Conduct forensic electrical systems investigations to determine origin and cause failure of equipment and associated distribution systems including power, lighting and fire alarm with analysis and resolution of legally adopted Code compliance issues.
- Provide scheduled review as CQCR of electrical construction documentation with scheduled site inspection to assure quality construction in accordance with minimum codes and standards for U.S. government projects.
- Professionally managed a wide variety of governmental, commercial, institutional, and residential projects with associated commercial and emergency, renewable and non-renewable power, lighting, and telecommunication systems.
- Provided oversight of engineering skills development and implements of Engineers-In-Training. As a lead instructor at Leeward Community College, taught Math, English and Writing from high school through college freshman levels.
- Proficient in Microsoft Word, Excel, PowerPoint, Adobe Photoshop and Acrobat Pro, AutoDesk AutoCAD MEP 2013. Revit MEP 2013.

Work Experience

- Senior Plan Review Engineer, TRB + Associates, Inc., 2014 to Present
- Certified Electrical Plan Reviewer, City and County of Honolulu, 2013 to Present
- Senior Electrical Engineer/Project Manager, Moss Engineering, 2005 – 2013
- Office Manager, Senior Electrical Engineer, Tower Engineering, 2000 – 2005
- Senior Project Engineer/Manager, Applied Engineering, 1995 – 2000
- Lead Instructor, Office of Continuing Education and Training, Leeward Community College, Pearl City, HI, 1995 – 2000
- Senior Electrical Design/Project Manager, Bennett, Drane, Karamatsu Engineers, Honolulu, HI, 1985 – 1995

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Steven Block, E.E. | Senior Plan Review Engineer

Education

B.S. Engineering, Physics
California State University, Northridge, CA

Registration

Registered Electrical Engineer
California, Nevada, Arizona, Hawaii

Steven Block is a highly skilled electrical engineer with over 25 years' experience in the electrical engineering field. His expertise includes electrical design and plan review for compliance with the National Electrical Code, California Electrical Code, California Energy Code, local ordinances, National Electrical Safety Code, California Electrical Code, California Energy Code, local ordinances, National Electrical Safety Code, OSHA and other applicable laws, ordinances, regulations and standards (LORS).

Projects reviewed for code compliance include commercial and industrial solar power plants, commercial natural gas power plants, wastewater treatment plants, and cement plants, industrial and commercial buildings, parking structures, hotels, and municipal utilities. Designed and provided construction support for traffic signals, highway lighting, closed circuit television, traffic monitoring stations, maintenance stations, and storm water pumping stations.

Work Experience

Senior Electrical Plan Review Engineer, TRB and Associates **2016 - Present**

- Plan review for residential, commercial, and industrial installations – Phillips 66 Naval Weapons Station, OSHPD 3 reviews for the City of Sacramento, Benicia Valero Refinery Audit, Child Daycare Center in Santa Clara, new apartments in Sacramento.

Senior Electrical Engineer, Private Consulting Firm **2004 - 2016**

- Plan review for code compliance and field inspector support – Silver State North Photovoltaic Generating Station, transmission lines, and high voltage substation (Nevada), Palomar Power Project (California), Panoche Energy Center (California), Abengoa Solar Thermal Generating Station and substation (California), Genesis Solar Collector Generating Station (California), Inland Empire Energy Center (California), Distributed Energy Partners Generating Stations (Hawaii), Various Wind Power Generating Stations in Solano County, CA, and other generating stations.
- Plan review for commercial and industrial installations – FBI Honolulu, Disney Hawaii, Fort Irwin Military Housing (California), various rooftop photovoltaic installations (Hawaii), Valero Refinery Benicia (California), Transmission Line Feeder for Concrete Plant (Nevada) and Various Cellular Tower Installations (Hawaii).

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Alan Roth, E.E. | Senior Plan Review Engineer

Education

B.S. Electrical Engineering
California State Polytechnic University

Registration

Registered Electrical Engineer
California

Alan Roth is a registered professional electrical engineer with over 30 years of engineering experience. His experience encompasses extensive electrical systems design, quality control, and oversight roles at power plant and other industrial facility types. Past roles include working for Calpine, Inc. and Dow USA on power generation and chemical plant projects.

Work Experience

Senior Electrical Plan Review Engineer, TRB + Associates 2016 – Present

- Conducts electrical code compliance plan review of industrial and power generation facilities. Currently assisting with plan review $1 billion petrochemical refinery expansion project.

Electrical Engineering, Calpine Corporation 1998 – 2014

During tenure at Calpine Corporation, held positions of Senior Electrical Engineer, Senior Project Engineer, Senior Operations Engineer, and Senior Electrical Engineer 3.

- Provided support for the design and construction of a new combined cycle power plants and installation of new combustion turbine generators in existing plants. Duties included:
  - Reviewed engineer's design documents for compliance with Calpine standards and proper interface with OEM documentation
  - Provided field support as required
  - Design
  - Management of capital projects
  - Analysis of protection and control systems
  - Root cause analysis and determination of corrective actions for equipment and protection system failures
  - Recommended predictive preventative maintenance
- Provided interface with consultants for complete protection reviews at 12 Calpine power plants in CA. Duties include:
  - Compiled all protection related drawings
  - Compiled any relay coordination and settings documents
  - Provided field support to consultants to verify drawings and actual protective relay settings
- Determined the preliminary conceptual design, using standard design guidelines for plants in development
- Interfaced with local utilities for new interconnections for projects in the development phase
- Represented Calpine to WECC and other regulatory bodies.
- Provided guidance to plants on maintaining compliance with regional and national reliability standards.
- Interfaced with local utilities for new interconnections for projects in the development phase.
- Represented Calpine to WECC and other regulatory bodies.
- Determine the specification of the major equipment to be selected for the projects as well as interfacing system design.
- Interfaced with utilities, steam hosts, gas suppliers, permitting agencies, consultants and other organizations involved with the development of power projects.
- Directed transmission consultants in initial studies for power plant siting.

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Peter Kogan, M.E., LEED AP | Senior Plan Review Engineer

Education

Master of Science, Mechanical Engineering, Moscow Aeronautical Institute, Russia

Registration/Certification

Registered Professional Mechanical Engineer: California, Hawaii, Nevada, Texas, Colorado, Arizona

Certified Energy Manager (CEM), State of California

LEED Accredited Professional

Peter Kogan is a licensed mechanical engineer with over 30 years of diversified experience in the construction industry. His expertise lies in the areas of design and construction administration for Heating, Ventilation and Air Conditioning, Plumbing, Fire Protection, Energy and Building Studies, and Value Engineering. In the past ten years he was responsible for the design and renovation construction of several historical preservation projects. Peter's extensive experience and personal attention to project details has always assured professional services performed within budget and to complete client satisfaction.

Peter has published several technical articles in the national magazine "Heating, Piping, Air Conditioning" and recently had an article published in the architectural magazine "Progressive Architecture". Peter has presented a technical paper on World Energy Congress in Atlanta, Georgia in 1990.

Select Project Experience

Healthcare

- New Medical Facility, Nevada Air National Guard, Reno, NV
- Radiology/ Oncology Labs Renovation, Hospital Building, UCSF, San Francisco, CA
- Renovation of Buildings 210/212 & 301, Metropolitan State Hospital, Norwalk, CA
- Sonoma State Hospital, Central Plant HVAC Modifications, Sacramento, CA

Education, Assembly

- Wet Research Laboratories in Building 74, Lawrence Berkeley Lab, Berkeley, CA
- Medical Research Laboratories, Warren Hall, UC Berkeley, CA
- Calvary Church, Los Gatos, CA. New 80,000 sq.ft., 2-story Life Center with Classrooms, Multi-Use Room, Gymnasium, Meeting Halls, etc.

Multi-unit Residential

- New Condominium Complex, San Francisco, CA. New 7 Story Condominium Complex located at 1438 Green Street
- Military Housing and Commercial Facilities, NAS Fallon, NV. New 3 Building Housing Complex comprising 126 Bachelor Enlisted Quarter units & new base Administration, Maintenance, Shop and Storage Facilities.

Commercial

- The Disney Store, New Retail Store, Winward Mall, Kaneohe, HI
- Office Building, San Francisco, CA. New 3 Story Office Building located at 325 Pacific Avenue
- New Ruth's Chris Steak House Restaurant, The Montage, Reno, NV
- Foods Pilot Plant Expansion for Clorox Corporation, Pleasanton, CA

Government, Civic

- Renovation of 3–Building Command Headquarter Complex, Travis Air Force Base, Fairfield, CA
- New 2-story Fitness Center at Naval Postgraduate School, Hayward, CA
- New International Arrival Building, Oakland Airport, CA

Work Experience

TRB + Associates, Inc, 2008-Present
Peter Kogan Associates, Owner, 1988-Present

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Akitayo (Tai) Akiwumi | Senior Plans Examiner

Certifications/Licences

ICC Certified:

- Building Plans Examiner
- Building Inspector
- Plumbing Inspector

Education

- Master of Science - Mechanical Engineering, University of Manchester Institute of Science and Technology, UK.
- Bachelor of Science - Mechanical Engineering, University of Manchester Institute of Science and Technology, UK.

Training

- 2022 CBC Chapter 11A: Privately Funded Multi-Family Dwelling Accessibility.
- 2022 CBC Chapter 118: Accessibility in Public Buildings, Public Accommodations and Commercial Buildings.

Committee Representation

City representative at the Tri-Chapter Uniform Code Committee meetings.

Akitayo (Tai) Akiwumi possesses over 22 years of experience in conducting complex plan reviews for residential and commercial projects, encompassing architectural, mechanical, plumbing, and electrical aspects. In his recent role as a Plans Examiner at the City of San Ramon, he conducted thorough plan reviews for a diverse portfolio of projects, ranging from new constructions to tenant improvements and alterations. Tai's responsibilities also extended to performing over-the-counter plan checks, issuing permits, and providing invaluable code resource services to clients.

In previous roles, Tai demonstrated his proficiency by providing guidance to designers, training staff, addressing customer inquiries, conducting extensive research on code issues, and collaborating effectively with architects and designers. His dedication to ensuring compliance and safety standards has been evident throughout his career.

Tai exhibits exceptional knowledge of local, state, and federal safety standards, ensuring strict adherence to regulations. Holding ICC certifications as a Building Plans Examiner, Building Inspector, and Plumbing Inspector, he brings a well-rounded expertise to the building industry. urthermore, his background in mechanical engineering, technical supervision, general management, and project development, combined with his reliability in supporting team efforts, greatly enhances his performance in his role.

Work Experience

Senior Plans Examiner | TRB and Associates Inc. **2024 - Present**

- Senior Plans Examiner for jurisdictions on an as needed basis responsible for conducting fire and life safety plan review and inspections ensuring compliance with all applicable local, state, and federal agencies.

Plans Examiner | City of San Ramon, San Ramon, CA **2005 - 2024**

- Conducted residential and commercial architectural, mechanical, plumbing, and electrical plan reviews.
- Reviewed a wide range of projects, including:
  Non-Residential:
  - New constructions like malls, offices, and restaurants.
  - Tenant improvements for offices, restaurants, stores, warehouses, and more.

  Residential:
  - Single-family dwellings, involving both new constructions and alterations.
  - Multi-family dwellings, including new constructions and alterations.
- Performed over-the-counter plan checks, issued permits, and provided code resource services to customers via counter, email, and telephone inquiries.
- Assisted in training permit technicians and ancillary staff.
- Met with architects and designers before project submittals for review.
- Conducted field inspections as needed.

Plans Examiner I & II, Berryman & Henigar Inc. | Pleasanton, CA **2002 - 2006**

- *2005 - 2006:* Served as Plans Examiner II, conducting part-time residential and commercial architectural, mechanical, plumbing, and electrical plan reviews on an as-needed basis.
- *2002 - 2005:* Functioned as a Plans Examiner, overseeing residential and commercial architectural, mechanical, plumbing, and electrical plan reviews.
- Additional responsibilities included:
  - Provided guidance to designers on code compliance issues.
  - Assisted in training permit technicians and ancillary staff.
  - Addressed customer inquiries regarding plan checks and other matters.
  - Conducted research on code issues as requested by building departments.
  - Collaborated with architects and designers prior to project submissions for review.

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Michael Osborn, PE, LEED AP | Senior Civil Plan Review Engineer

Licenses and Certifications

Registered Civil Engineer | 66022

LEED AP, 2009

Education

Bachelor of Science, Civil Engineering
California Polytechnic University, San Luis Obispo, CA

Caltrans Local Assistance Resident Engineer (RE) Academy

Affiliations

Leadership Santa Barbara County, Board of Directors

Leadership Fresno, Class 31

American Society of Civil Engineers (ASCE)

Michael Osborn is a senior engineer at Provost & Pritchard. With over 20 years of engineering experience, Mr. Osborn has been involved in a variety of public works, residential and commercial development, and educational facility projects. His areas of expertise include site grading design, Americans with Disabilities Act (ADA) site accessibility design and assessment, stormwater management, storm drainage, sanitary sewer systems design, street design, and site development.

Work Experience

Plan Check Engineer, Grading and Drainage Plan Check Services | City of Santa Clara, CA

Mr. Osborn is currently assisting the City of Santa Clara by providing grading and drainage plan check services for various projects in the city. Mr. Osborn has been a primary plan check engineer, reviewing on-site development and associated improvements in the public right-of-way in relation to demolition, grading and drainage. Projects have varied in size from single commercial buildings to multi-family residential to the multi-phased, mixed-use Related Santa Clara project.

City Engineer | City of Mendota, CA

Mr. Osborn is the current City Engineer for the City of Mendota. His responsibilities include management and coordination of the City's state and federally-funded street projects through the Fresno County Council of Governments (FCOB) and Caltrans DLAE and coordination with the City Manager and Public Works Department on infrastructure issues with streets, water, sewer, and storm drain. Mr. Osborn has a significant role in assessing and identifying pavement conditions and storm drain infrastructure issues and needs for the City and putting that knowledge to use in assessing potential flooding issues and coordinating pavement maintenance and street reconstruction.

Project Manager, On-Call City Engineering Services | City of Dinuba, CA

Mr. Osborn provided general civil engineering services to the City of Dinuba, assisting the City's Public Works Department to complete capital improvement projects for 18 months. Projects that were included under this contract ranged from providing civil engineering and land surveying for park facility upgrades, ADA compliance, updating the City's Urban Water Management Plan, development reviews, and grant writing assistance.

Project Engineer, ADA Assessment and Barrier Transition Plan, Community Regional Medical Center | Fresno, CA

Mr. Osborn was the project engineer responsible for completing an ADA compliance site self-evaluation of the Community Regional Medical Center campus. The exterior site-evaluation consisted of the paths of travel from parking stalls to building front doors, and paths of travel between buildings. Upon completion of the evaluation and results report, a Barrier Removal Plan was prepared and included a detailed list of compliance areas that needed to be addressed.

Project Manager, Ongoing Consulting Services, Santa Barbara Community College District | Santa Barbara, CA

Mr. Osborn was responsible for providing ongoing engineering services for the Director of Facilities & Operation and Campus Development. He prepared a pavement assessment of all three campuses within the District, which led to the District's first pavement management plan. In addition, he improved approximately 30,000 square feet of pathways, repaired or resurfaced approximately 10 acres of asphalt pavement, improved the sites of 27,840 square feet or modular buildings, and improved accessible parking and routes of travel around each project. Additional scope of services included mapping existing utilities and improving potable water and sanitary sewer facilities to new buildings. Mr. Osborn also studied slope erosion and prepared "on-call" emergency slope repairs, and provided site grading, paving, utility and storm water management improvements for new building construction as the project civil engineer on several architectural teams.

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Michael Williams | Supervising Inspector

Certifications/Licenses

California ICC Certified:
- Building Inspector B5
- California Residential Building Inspector
- California Commercial Building Inspector

Certified in Oregon:
- Oregon OIC-OR Inspector
- Oregon SIA-Structural Inspector A-Level
- Oregon CAS-Residential Structural Inspector

- Linhart Peterson Powers Associates (LP2A) Training Institute – Certificate
- State Of California Safety Assessment Program (CAL OES)

Education

- U.S. Army Air Defense Artillery, Army Ranger School Ranger Indoctrination Program (RIP)
- Diablo Valley College (DVC) courses in Electrical, Plumbing, and Mechanical Codes

Computer Skills

- Permit Plus
- Accela
- Permit Track
- Sweeps

Michael WIlliams possesses over 20 years of experience in inspection services for commericial and residential projects encompassing inspections of building, structural, electrical, plumbing, mechanical, overall life safety standards, IOR projects, local zoning codes, construction documant review, issuing of building permits, as well as over the counter plan review. He is able to interpret and apply pertinent Federal, State, and local laws, codes, and regulations. Michael also has experience in all aspects of the construction industry.

Mr. Williams is highly motivated, hardworking, dependable, punctual, excellent team player with a “can do” attitude. Michael works well with the public, with his colleagues, in a leadership position, or alone, with strong interpersonal skills, high levels of productivity, reliability with excellent work ethic enabling successful interaction with clients, co-workers, and supervisors.

As an ICC Certified Building Inspector, Residential and Commercial Building Inspector, Michael is motivated to continue a career in the building and life safety field, and public service.

Work Experience

Supervising Inspector, TRB and Associates, Inc. **2023 – Present**

- Building Inspector for jurisdictions on an as needed basis responsible for inspecting residential, commercial, and industrial project types from start to finish.
- Communicates compliance elements with clients with solution driven resolve.
- Provides over the counter building plans examination for jurisdictions on an as-needed basis.
- Reviews building plans and related documents for compliance with California Building Codes, agency requirements and policies. Verifies that projects have obtained all necessary approvals; maintains records and prepares final plan sets for approval as needed.
- Project types range from residential alterations to light-gauge structures in commercial buildings.
- Project Manager for Disaster Recovery Operations and Program Development.
- Cal OES SAP Inspector experienced for multiple events.

Project Manager and Building Inspector, Private Consultant, CA./OR.	**2019 - 2023**
Building Inspector, Solano County, Fairfield, CA.	**2011 - 2019**
Consultant/Project Manager, Build Rite Construction, Bay Area, CA	**2009 - 2011**
Building Inspector, Solano County, Fairfield, CA.	**2006 - 2009**
Building Inspector, Private Consultant, Elk Grove, CA.	**2005 - 2006**
Electrical Apprentice/Construction Laborer, Steiny & Co.,Vallejo, CA.	**2000 - 2005**
Sargent, U.S. Army – Fort Drum Watertown, NY.	**1993 - 1998**

Douglas Kreiss | Senior Building Inspector

Certifications/Licenses

- ICC Certified Combination Dwelling Inspector - Uniform Codes
- ICC Certified Residential Combination Inspector
- ICC Certified Commercial Electrical Inspector
- ICC Certified Mechanical Inspector
- ICC Certified Plumbing Inspector UPC
- ICC Certified Mechanical Inspector UMC
- ICC Certified Building Inspector
- ICC Certified Plumbing Inspector
- ICC Certified Electrical Inspector
- ICC Certified Combination Inspector
- ICC Certified Commercial Combination Inspector
- California State Fire Marshal Fire Prevention 1A, 1B, 1C

Education

- University of Illinois, Champaign, IL, M.S.
- University of California, Berkeley, CA, B.A.
- College of Alameda, CA. A.A.

Douglas possesses over 20 years of building industry experience as a Certified Building Inspector. Douglas' extensive knowledge includes a wide variety of project types including all aspects of single and multi-family residential, commercial, and industrial structures. He has in-depth code knowledge as is adept at the practical application of the codes working with public agencies.

Mr. Kreiss most recently served as a Building Inspector for the City of Fremont. In this role, he provided expertise, staff training and interpretation of mechanical installation and inspection in addition to combination inspection duties in special projects. This has provided him with a wealth of building industry experience. Douglas has demonstrated outstanding customer service with the public, contractors and development community.

Douglas is also ICC certified in multiple areas including as a Building Inspector, Combination Dwelling Inspector – Uniform Codes, Plumbing Inspector UPC, Mechanical Inspector UMC, Commercial Combination Inspector, Residential Combination Inspector, Commercial Electrical Inspector, Mechanical, Electrical and Plumbing Inspector. He is also certified as a California State Fire Marshal for Fire Prevention 1A, 1B, and 1C.

Work Experience

Senior Building Inspector, TRB + Associates **01/2021 - Present**

- Senior Building Inspector for jurisdictions on an as needed basis responsible for inspecting residential, commercial, and industrial project types from start to finish.
- Contract Inspector for major projects and jurisdictions on an as needed basis.
- Communicates compliance elements with clients with solution driven resolve.

Building Inspector, City of Fremont **07/2001 - 06/2020**

- Senior Specialist assigned to provide expertise, staff training and interpretation of mechanical installations and inspection in addition to combination inspection duties in special projects.
- Projects included the City of Fremont corporation yard, two story private school buildings, churches, fire stations, multi-story apartment complexes, senior housing project, all seismic upgrades per the City of Fremont ordinance, high tech and hazardous occupancies, restaurants, single family residential projects.
- Duties also included coordination of staff vehicle maintenance and revision of Building Department forms

Combination Building Inspector, City of Fremont **05/2000 - 07/2001**

- High tech, commercial and industrial inspections, including Seagate, AXT HMT, Home Depot REI, City Beach, single family residential.

Combination Building Inspector, City of Pleasanton **09/1999 - 05/2000**

- Single family residential combination inspections and commercial inspections

Combination Building Inspector, Private Consultant **03/1999 - 09/1999**

- Assigned to the City of Dublin and Town of Danville
- Single family and multi-family residential projects

Union Carpenter, Private Consultant **01/1980 - 04/1999**

- Devcon Construction, Tisys Construction, Holvick Construction, Cramer Associates. Supervision, foreman, commercial industrial new construction, tenant improvements, tilt-up, wood and metal stud framing, interior and exterior finish work, cabinets, acoustic ceilings, computer floors, residential rough and finish construction

Sean Burke | Senior Building Inspector

Certifications/Licenses

ICC Certified
Plumbing Inspector
Electrical Inspector
Building Inspector

Professional Affiliations

B.A., Religious Education Minor in Christian Education

Computer Skills

Microsoft Office
Accela Permit Services software

Sean possesses over 24 years of experience in inspection services throughout Northern California encompassing housing inspections, quality control, and combination building code inspections for residential and commercial project types. Sean also has 12 years of experience as an electrician.

Sean's recent experience as a multi-trade inspector for several commercial projects includes helping support the jurisdictions of the County of Sacramento, Town of Loomis, and City of Colfax for both inspections and minor plan review.

As a collaborative leader, Sean provided exceptional leadership skills in managing, supervising, evaluating, and training 22 personnel at one of the busiest permit counters in the region. He has positive working relationships with clients, management, as well as his peers and maintains high levels of productivity and reliability with excellent work ethic to deliver high quality customer service.

Work Experience

Combination Building Inspector, TRB and Associates, Inc. **2022 – Present**

- Building Inspector for jurisdictions on an as needed basis responsible for inspecting residential, commercial, and industrial project types from start to finish.
- Communicates compliance elements with clients with solution driven resolve.

Building Inspector, Private Consultant **2019 – 2021**

- Functioned as a multi-trade inspector for several commercial projects (Placer County's New Coroner's Facility, WellQuest of Granite Bay & Amazon Distribution Facility in Turlock, CA)
- Helped support the jurisdictions of the Town of Loomis and City of Colfax for both inspections and minor plan review.

Permit Services Manager, City of Sacramento **2014 - 2019**

- Managed and oversaw the Building Department Permit Counter.
- Supervised 16 employees permit technicians and building inspectors.
- Supervised six (6) customer service reps assisting in checking in customers and processing payments and plans management.
- Responsible for a variety of complex clerical duties, primarily related to the intake and processing of building permit applications as well as constant communication and coordination with members of the public and City staff.

Building Inspector, City of Sacramento **1998 - 2014**

- Inspected new residential construction and remodels and light commercial tenant improvements.
- Managed facilities permit program, catering to commercial building owners with frequent tenant improvement to expedite their plan submittals and streamline their inspections.
- Supervised three (3) building inspectors assigned to the program.
- Responsible for supervising, evaluating, training, and coordinating the work of building inspectors performing inspection work in all phases of construction, alteration, and repair for compliance to approved plans, specifications, and state and local codes.

Electrician, Private Sector **1987 - 1998**

- Worked as an electrician in various private sectors in Northern California, located in Truckee, Gold River, and Sacramento.

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Brian Elder | Senior Building Inspector

Certifications/Licenses

- ICC Certified, Building Inspector
- ICC Certified, California Residential Building Inspector
- ICC Certified, California Commercial Building Inspector
- IAPMO Plumbing Inspector
- IAPMO Mechanical Inspector
- P.O.S.T. PC 832
- California General B CSLB Contractor License # 730875

Brian possesses over 20 years of experience providing inspection services to jurisdictions throughout Northern California. He possess extensive knowledge of the local environment including applicable codes, ordinances, climate and culture. He has inspected projects of all types and sizes and is able to inspect a wide range of residential and commercial projects.

His recent experience includes working as a Combination Building Inspector for a 550,000 sq. ft. Hotel Casino addition at Cache Creek Casino. He has also provided combination inspection services for various jurisdictions including Yolo County, the Cities of Grass Valley, West Sacramento, Sacramento, Vallejo, Winters and Town of Loomis. Brian managed and oversaw the building department and inspectors at the City of Grass Valley. As a licensed general contractor, Brian worked on a tract home construction for Shastan Homes in Chico.

Work Experience

Senior Building Inspector, TRB + Associates **11/2018 – Present**

- Contract inspector for jurisdictions on an as-needed basis responsible for inspecting residential and commercial project types

Combination Building Inspector, Private Consultant **07/2014 – 11/2018**

- Provided combination inspection services for the Cities of West Sacramento, City of Vallejo, City of Sacramento, Town of Loomis, City of winters, Yolo County and Cache Creek Casino
- Projects included single and multifamily residential, commercial, industrial buildings, large tilt up and ten story high rise buildings

Supervising Building Inspector, Private Consultant **11/2013 – 07/2014**

- Performed inspections of commercial, industrial, and residential construction (new, remodels, repairs and replacements) for conformance with applicable codes and ordinances
- Reviewed building plans and supporting material relevant to ensure compliance with various codes, ordinances and policies
- Conferred with city personnel, architects, contractors, and the general public on building code requirements and restrictions
- Reviewed records and reports of inspections for accuracy

Supervising Building Inspector, City of Orland, CA **03/2002 – 11/2013**

- Provided building, electric, plumbing, mechanical, and accessibility inspections for residential and commercial projects
- Performed inspections of all construction phases for compliance with applicable State and City codes and ordinances
- Conferred with city personnel, architects, contractors, and the general public on building code requirements and restrictions
- Verified workmanship and materials during all phases of residential, commercial and industrial construction projects and investigated violations as necessary
- Calculated building valuations and permit fees, collected fees and issued permits
- Verified contractor's licenses, and workers compensation insurance prior to issuing permits

Jacqueline (Jacqui) Powers | Senior Permit Technician

Education

Bachelor of Arts, Chico State University

Licenses/Certifications

NFPA 472 Hazardous Materials Awareness

ICC Certified Plans Examiner *(expired)*

Jacqui Powers brings more than a decade of expertise in the building industry. As a Senior Permit Technician, she excels in navigating building practices and regulatory compliance across federal, state, and local levels. Jacqui is highly proficient in data entry, project coordination, and office administration, enabling her to effectively manage multiple projects while maintaining exceptional customer service standards. This includes her extensive experience in building and life safety for numerous jurisdications throughout California.

Work Experience

Senior Permit Technician, TRB + Associates **2017 - Present**

- Assist with Document Control for various projects
- Contract Permit Coordinator for jurisdictions on an as needed basis.
- Assist clients with questions and inquiries
- Manages the demands of multiple jurisdictions
- Reviews plans for new residential, additions, improvements and light commercial projects.

Plans Examiner | Permit Technician, Bay Area Municipal Consultant **2013 –2017**

- Provided plan review of residential and commercial projects; including additions and tenant improvements.
- Contract Permit Technician for multiple jurisdictions
- Document Control for various high scale commercial and power plant projects.

Event Director | Office Manager, Bay Area Catering **2009 - 2011**

- Managed all aspects of event coordination, including preparing proposals, negotiating contracts, discussing rental upgrade options with clients, developing event timelines, creating menus, collaborating with outside vendors, and arranging rentals.
- Recruited, trained, delegated tasks to, coached, and motivated event staff. Evaluated staff performance. Entered, retrieved, and updated event setup information, and produced event reports using a computerized event management system.

Event Director | Office Manager, East Bay Golf Course **2004 - 2009**

- Served as the "Command Center" for the office, addressing issues and relaying accurate information between sales staff, chefs, employees, and the managing partner. This included details on guest counts, menus, tastings, location, and timing.
- Compiled a monthly binder detailing all events and staff schedules for the managing partner, chef, and sales staff.
- Functioned as the office administrator, handling phone calls, emails, scheduling meetings and conferences, managing transportation and travel arrangements, and processing mail.
- Demonstrated proficiency in Microsoft Office programs (Word, Excel) and various email systems (1and1, Outlook).
- Skilled in QuickBooks for invoicing, billing, payroll, bill payments, and report generation.
- Managed the office schedule for all staff, including front of house and production, and supervised sales staff appointment setting.
- Monitored all accounts payable and receivable, maintained vendor relationships, processed client payments, created budgets, tracked inventory, and completed profit and loss statements.

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Fee Schedule

TRB and Associates offers the following fixed-fee and hourly rate schedules for services provided. Please note that Building Plan Review services are rendered on either a fixed fee or hourly rate basis, as noted below. If additional services are requested such as Building Inspection, Permit Processing, Staff Augmentation and Other services (e.g. MWELO, Civil Plan Review; CASp consulting), those services can be provided on an hourly basis at rates shown in the provided Schedule of Hourly Rates and Reimbursables.

Plan Review Services

Our plan review fees may be calculated as a percentage of the Plan Check Fee collected by the City. The fee compensation shown covers three total plan review cycles – the initial plan review and two rechecks. Any further review cycles which become necessary and reviews of revisions to approved plans would be billed on an hourly basis at the Senior Plan Review Engineer/Architect rate provided in the accompanying Schedule of Hourly Rates and Reimbursables. Please note that the turnaround timeframe for providing expedited and express plan reviews would be negotiated/mutually agreed upon prior to commencement of the review. Please also note that all plan reviews are subject to a minimum $250 fee.

Turnaround Timeframe* (in business days)	Structural Only Review	M/E/P Only Review	MWELO Only Review	Certified Floodplain Manager (CFM) Only Review	Complete Building Review (Structural, Life Safety/Disabled Access, M/E/P, Green, Energy)
Standard Generally, five-to-ten-day turnaround, as mutually agreed upon	50%	50%	70%	70%	70%
Expedited** As negotiated and mutually agreed-upon	Standard fee plus an additional 50 percent	Standard fee plus an additional 50 percent	Standard fee plus an additional 50 percent	Standard fee plus an additional 50 percent	Standard fee plus an additional 50 percent

* For exceptionally large/complex projects, 15-day first check and 10 day rechecks may apply, as mutually agreed upon prior to commencement of review.

** Turnaround timeframe would be mutually agreed upon prior to commencement of work.

*** Note: For other review scope combinations not specifically identified in the above table (e.g. Electrical Only, Mechanical/ Plumbing Only, etc.), the fee compensation would be on an hourly basis.

**** Projects with Calculated Plan Reviews Fees in Excess of $10,000 are eligible for negotiated cost.

Please note that the pickup, shipment, and delivery of hardcopy and/or electronic plan documents and other relevant correspondence to the City is included in the above-noted cost.

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Schedule of Hourly Rates and Reimbursables

The following billing rates apply for services rendered on an hourly basis:

Position	Hourly Rate
Principal	$205.00
Project / Division Manager	$175.00
Building Official	$165.00
Assistant Building Official	$155.00
Supervising Plan Review Engineer/Architect	$165.00
Senior Plan Review Engineer/Architect	$150.00
Senior Plans Examiner (Building & Fire)	$140.00
Plan Review Engineer/Architect	$135.00
Plans Examiner (Building & Fire)	$125.00
Supervising Civil Engineer	$225.00
Senior Civil Engineer	$200.00
Associate Civil Engineer	$180.00
Engineering Technician	$125.00
Permit Technician III	$ 95.00
Permit Technician II	$ 85.00
Permit Technician I	$ 75.00
Clerical/Admin	$ 70.00
Fire Protection Engineer	$225.00
Geotechnical Engineer	$255.00
CASp Certified Inspector/Examiner	$165.00
Grading/Storm Water Plan Review Engineer	$195.00
QSP Storm Water Inspector	$195.00
MWELO Plan Review/Inspection	$195.00
Inspection Task Leader / Inspector of Record	$155.00
Supervising Inspector	$145.00
Senior Inspector III	$135.00
Senior Inspector II	$130.00
Senior Inspector I	$125.00
Inspector II	$120.00
Inspector I	$110.00

- Overtime, Emergency, Expedited, and After-hours work is billed at the above-noted rates plus an additional 50 percent (Note that no overtime will be charged without client authorization). Please note that for any Emergency Call Outs, a minimum 8-hour fee applies.
- Project inspections subject to prevailing wage requirements are at the above-published rates plus 30 percent.
- All requested inspection and other staff-augmentation services are subject to a minimum 4-hour fee.
- Reimbursement for direct expenses incurred in connection with the work, will be at cost plus 15 percent.
- Reimbursement for non-City vehicles used in connection with the work will be at the current IRS rate plus 20 percent per mile.
- Other in-house charges for prints, reproductions and equipment use, etc. will be at standard company rates.

The above Schedule is valid through June 30, 2026 and may be adjusted thereafter to account for CPI changes, as mutually agreed upon.

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Litigation Claims Statement

To confirm, TRB does not have any litigation or claims threatened, pending, or filed, or filed then settled, in the past five years, or for the life of the firm.

Project Completions Statement

Also to confirm, TRB does not have any projects where it failed to complete any work awarded in the past five years, or for the life of the firm.

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Financial Stability

To confirm, TRB has experienced continued growth in its nearly 20 years in business, is in sound financial standing, and has a firm footing in the municipal consulting industry.

- Of note, TRB has successfully provided Community Development Department Support Services to the City of Benicia since 2007

Also to confirm, if selected, TRB is prepared to provide financial statements for the last 3 fiscal years if requested.

City Insurance Requirements Verification

As evidence of our firm's ability to meet the City of Benicia's insurance requirements as described in the Professional Services Agreement, a copy of our Certificate of Liability Insurance which is currently on file with the City of Benicia is included on the following page. To confirm, all requested coverage types and amounts are accounted for on our current and upcoming renewal certification [Please note, total Auto Liability Coverage totals $3 million, given Umbrella Liability Policy of $2 million in concert with $1 million Auto Liability Policy]

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/06/2024

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	CONTACT NAME: David Saechao-RM
The Liberty Company Insurance Brokers Lic #0D79653 5955 De Soto Ave, Ste 250 Woodland Hills CA 91367	PHONE (A/C, No, Ext): (888) 918-3960 FAX (A/C, No): E-MAIL ADDRESS: David.Saechao@libertycompany.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Continental Casualty Company	20443
INSURER B:	Valley Forge Ins Co	20508
INSURER C:	Transportation Insurance Co	20494
INSURER D:	Chubb National Insurance Company	10052
INSURER E:	U. S. Specialty Insurance Co.	29599
INSURER F:		

INSURED: TRB AND ASSOCIATES, 3180 CROW CANYON PL #216, SAN RAMON CA 94583

COVERAGES CERTIFICATE NUMBER: CL2411541740 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER: Cyber			2097186534	11/10/2024	11/10/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Each occur/aggregate	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO X OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			7013446068	11/10/2024	11/10/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $ 5,000
C	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			7036238862	11/10/2024	11/10/2025	EACH OCCURRENCE AGGREGATE	$ $ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		71815616	12/18/2024	12/18/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Professional Liability			USS2435165	11/10/2024	11/10/2025	Each claim Aggregate Retention	2,000,000 2,000,000 25,000

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

Re: Proof of Insurance

CERTIFICATE HOLDER

TRB and Associates
Todd Bailey
3180 Crow Canyon Place,Ste 216
San Ramon CA 94583

CANCELLATION

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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Relevant Project Experience

TRB staff members have extensive experience providing plan review, building inspection, permitting and other Building Safety and Public Works support activities to municipal agencies. To help demonstrate our depth of knowledge, please find the following large projects profiled for your reference. Please note that additional project experience information and references follow the profiled projects.

RELATED Santa Clara Mixed Use Project | Agency: City of Santa Clara, CA

Valuation: $9 billion
Completion Date: Pending
Project address/location: Santa Clara, CA
Project contact person: City of Santa Clara; David Tran SE, Asst. CBO, (408) 615-2436
Scope of work: Combination Code Compliance Plan Review, including Grading & Drainage
Highlighted Key Team Members: Todd Bailey, Dan McLaughlin, Paul Armstrong, Dominic Ma, Karin Kuffel, Jim Johnson.

TRB was selected by the City of Santa Clara to provide Life Safety, Disabled Access, Structural MEP, Energy, Green Building, Civil, Stormwater, and Grading construction code compliance services, including Alternate Material and Methods support for Phase One of the Related Santa Clara multi-phased, mixed-use project.

The project at projected full build out (ie all phases) consists of 9.2 million square feet of mixed-use development with commercial office, retail / entertainment including a food market, 1,680 residential units, 700 hotel rooms, parking facilities, new open space, and roads, new / upgraded / expanded infrastructure and utilities, and approximately 5 million square feet of corporate office space. The first phase of the project comprises an 850,000 sf garage with 2 high rise towers, 1 mid-rise building, and multiple low rise structures located above (podium construction).

Santa Clara Square Mixed Use Development Project | Agency: City of Santa Clara, CA

Valuation: $200 million
Completion Date: 2019
Project address/location: Santa Clara, CA
Project contact person: City of Santa Clara; David Tran SE, Assistant Building Official, (408) 615-2436
Scope of work: Combination Code Compliance Plan Review
Highlighted Key Team Members: Todd Bailey, Dan McLaughlin, Dominic Ma, Jim Johnson

TRB provided combination plan review support to the City of Santa Clara for a series of Mixed Use, Residential, and Parking structures on the project. Reviewed project elements included the following:

New Building 1 + Garage:		New Building 2 + Garage:		Parking Garages: Buildings 3, 4 & 5:	
Occupancy Group:	R-2/S-2/A-3/M/B	Occupancy Group:	R-2/S-2/M/B	Occupancy Group:	S-2
Type of Construction:	IIIA/IA	Type of Construction:	IIIA/IA	Type of Construction:	IA
Number of Stories:	5	Number of Stories:	5	Number of Levels:	6
Floor Area Building 1:	400,000 sf	Floor Area Building 2:	385,000 sf	Floor Area:	525,000 sf

The Veranda Shopping Center | Agency: City of Concord, CA

Valuation: $75 million
Completion Date: 2019
Project address/location: Concord, CA
Project contact person: City of Concord; Ryan Pursely, PE CBO, Building Official, (925) 671-3173
Scope of work: Combination Code Compliance Plan Review and Inspector of Record
Highlighted Key Team Members: Todd Bailey, Dan McLaughlin, Dominic Ma

TRB provided comprehensive Plan review and Inspection services on the construction of this 6-anchor store shopping center which encompassed core and shell; assembly, retail, and business use tenant improvements. The project includes 12 buildings of various building types (concrete tilt-up, masonry, steel frame, and wood frame construction) having a combined area of 375,000 s.f.

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Dual Tower 26-Story and 8-Story Mixed-Use Buildings | Agency: City of Oakland, CA

Valuation: $200 million
Completion Date: In Progress
Project address/location: Oakland, CA
Project contact person: Alain Placido SE | Supervising Civil Engineer
Scope of Services Provided: Combination Code Compliance Plan Review
Highlighted Key Team Members: Todd Bailey, Dan McLaughlin, Dominic Ma, Karin Kuffel, Jim Johnson

TRB provided Life Safety, Disabled Access, Structural, MEP, Energy, and Green Building code compliance services Code Compliance Plan for a 26-Story Type 1 podium tower with 270 market rate apartment units and accompanying 8-story mid-rise 90 unit affordable apartment building. Both buildings sit on a concrete podium. The podium includes 1 level above and 2 levels below grade, containing parking at all levels and community and retail functions at grade. Occupancy Groups: A, B, F-1, R-2, S-1, S-2.; Type of Construction: I-A; Number of Stories: 26 Building 1, 8 stories Building 2.

UC Davis Health – Aggie Square Mixed-Use Project | Agency: UC Davis Health

Valuation: $1.3 billion
Completion Date: In Progress
Project address/location: Sacramento, CA
Project contact person: UC Davis Health; Paul Menard RA, Building Official, (916) 734-7416
Scope of work: Fire Life Safety, Disabled Access, MEP Code Compliance Plan Review
Highlighted Key Team Members: Todd Bailey, Dan McLaughlin, Paul Armstrong, Dominic Ma, Jim Johnson, Jeff Brooks, Jim Begley

TRB was selected to provide Building and Fire Plan Review Services for the Aggie Square Project expansion of the UC Davis Medical Center from 3.5 to 6.2 million sf. The project consists of three high-rise towers and a separate mixed-use building (1.2 million s.f. portion). This multi-phase project includes research, laboratory, housing, and commercial components.

Sacramento Convention Center Expansion & Renovation | Agency: City of Sacramento, CA

Valuation: $240 million
Completion Date: 2021
Project address/location: Sacramento, CA
Project contact person: City of Sacramento; Daniel Valencia PE, Sr. Engineer (916) 808-7877
Scope of work: Combination Code Compliance Plan Review
Highlighted Key Team Members: Todd Bailey, Dan McLaughlin, Dominic Ma, Karin Kuffel, Jim Johnson, Jim Begley

TRB was selected to provide combination Plan Review for the large-scale and high-profile expansion (245,000 s.f.) and renovation (200,000 s.f.) of the Town's convention center facility. TRB reviewed the project for adherence to adopted building standards codes in Life Safety, Structural, MEP, Accessibility disciplines. TRB's scope of work included regularly scheduled telecommunication meetings to ensure schedule alignment. In addition, our firm was engaged in the evaluation of Alternate Materials and Methods requests to address several performance-based design elements on the project. Our review included assessment of a fire modeling study presented as part of the performance-based design consideration.

Monterey Bay Aquarium Learning Center | Agency: City of Monterey, CA

Valuation: $42 million
Completion date: 2019
Project address/location: Monterey, CA
Project contact person: City of Monterey; John Keuhl, Building Official(ret); Ph: (831) 646-5642
Scope of work: Combination Code Compliance Plan Review
Highlighted Key Team Members: Todd Bailey, Dominic Ma.

TRB was selected by the City of Monterey to provide complete plan review for this 25,000 s.f. 4 story concrete (Construction type 1B) learning center.

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Plan Review Experience

The following is a partial list of plan review projects worked on by our staff members. The project valuation for all below-referenced projects ranges from $1 million to over $1 billion.

Mixed Use

- Mixed-use Residential/Retail/Parking Garage (230,000 s.f.), Los Altos, CA
- New 39-Story High Rise Building, $110 million, 916 Broadway, Oakland, CA
- Santa Clara Square Project, $200 million, Santa Clara, CA
- Mixed-use Residential/Office, 630 I Street, Sacramento, CA
- Inglewood NFL Stadium, $1 billion, Inglewood, CA
- Agora Mixed Use Building, 1500 Newell Avenue, Walnut Creek, CA
- Anaheim Regional Transportation Center, Anaheim, CA

Government / Civic

- Packard Foundation Project, Los Altos, CA
- Veteran's Administration, Menlo Park Campus
- Sacramento Convention Center Expansion, $240 million, Sacramento, CA
- Anaheim Convention Center Expansion, Anaheim, CA
- Fire Station Remodel & Addition (12,000 s.f.), County of Marin, CA
- Performing Arts Center, County of Marin, CA
- Sonoma Academy School (99,000 sf), Santa Rosa, CA

Residential / Residential Care Facilities

- The Terraces Phase II (Res. Care Facility), Los Altos, CA
- Atria Senior Living (Residential Care Facility), Walnut Creek, CA
- Campus Crest Apartment Complex (240,000 s.f.), Sacramento, CA
- Brio Apartments, Walnut Creek, CA
- Arroyo Apartments, Walnut Creek, CA
- Valley Vista Senior Housing Complex (Res. Care Facility), San Ramon, CA

Biotechnology / Healthcare

- UC Davis Health System, Aggie Square Project, $1.3 billion, Sacramento, CA
- Kaiser Medical Office Building 2, $100 million, Redwood City, CA
- UC Davis Heath System, Midtown Clinic (100,000 s.f., I2.1 & B occs), Sacramento, CA
- Varian Inc. New Medical Research Facility (44,000 s.f.), Walnut Creek, CA
- Marin Health Campus - Buildings A-E, County of Marin, CA
- Children's Hospital TI, $37 million, Walnut Creek, CA

Commercial

- Macys Major Renovation & Addition, Walnut Creek, CA
- Major Office Remodel (Three 40,000 s.f. buildings), Pleasant Hill, CA
- Organic Material Composting Facility, $120 million, San Leandro, CA
- Santa Clara Bay Aquarium Learning Center, $42 million, Santa Clara, CA
- New Charles Schwab Building, 1231 S. California Blvd, Walnut Creek, CA
- New 6 Story Tech Campus Building, San Leandro, CA

Industrial and Power Plant Cogeneration Facilities

- Lodi Energy Center Project (300 MW), Lodi, CA
- Russell City Energy Center Project (560 MW), Hayward, CA
- Almond 2 Power Plant (300 MW), Ceres, CA
- Walnut Creek Energy Park (500 MW), Industry, CA
- SPG Solar Depot Park, Photovoltaic Array (2.1 MW), Sacramento, CA
- Shiloh Wind Farm (150 MW, 100 Turbines), Solano County

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Inspection / Code Enforcement / Building Department Administration Experience

The following is a partial list of Inspection and Administrative assignments worked on by our staff members:

- **Building Official:**
  County of San Mateo, City of Concord, City of Oakley, California Energy Commission, City of Coronado, City of Signal Hill, City of Whittier, City of El Cerrito
- **Inspection:**
  City of Los Altos, City of Palo Alto, City of Sacramento, City of Vacaville, City of Richmond, City of Concord, County of Butte, City of Fairfield, City of San Ramon, City of Dixon, Town of Danville, City of El Cerrito, City of Oakley, County of San Mateo
- **Code Enforcement and Multifamily Inspection:**
  City of Petaluma, County of Solano, City of Concord, City of Antioch, City of Benicia
- **Permit Technician:**
  City of Los Altos, City of Santa Clara, City of Sacramento, County of San Mateo, City of Redwood City, City of Vallejo, City of Concord, City of Palo Alto
- **Delegate CBO Services: California Energy Commission:**
  Lodi Energy Center Project, Lodi, CA, Almond 2 Power Plant, Ceres, CA, Russell City Energy Center Project, Hayward, CA

Civil Engineering / Grading / MWELO Plan Review & Inspection Support Experience

TRB's experience providing Civil Engineering Plan Review and Inspection includes the following agencies:

- **City of Benicia**
- City of Santa Clara
- City of Burbank
- County of San Mateo
- City of Oakland
- City of Los Altos

Representative Client List

TRB staff members have extensive experience working with public agencies in California. The following is a partial list of Northern California local and State agencies served by our staff members.

LOCAL AGENCIES – NORTHERN CALIFORNIA		
City of Concord	City of Benicia	City of Richmond
City of Palo Alto	City of Redwood City	City of Sunnyvale
City of San Jose	City of Millbrae	City of San Leandro
City of Daly City	City of Burlingame	City of Walnut Creek
City of Sacramento	City of Lathrop	City of Fairfield
City of Roseville	City of Davis	County of Butte
City of Pleasanton	City of Dublin	County of Placer
City of Brentwood	City of Santa Clara	County of Sacramento
City of Pleasant Hill	City of Pinole	County of Marin
City of Hayward	City of Los Altos	County of San Mateo
City of El Cerrito	City of Martinez	County of Sonoma
STATE AGENCIES		
California Energy Commission	Division of the State Architect	Judicial Council of California
HCAi/OSHPD	UC Davis Health	UC Berkeley

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Agreement Requirements

To confirm, TRB has reviewed and agrees to sign City's Professional Services Agreement substantially similar to the form of Professional Services Agreement attached to the RFP. Also to confirm, upon contract award, TRB will register with the City's digital insurance tracking platform.

Forms

TRB's completed Proposal Authorization Form (Exhibit D) is included on the following page.

Docusign Envelope ID: 5D6C87ED-84FD-4234-A347-F6D95126A1FD

Exhibit D

PROPOSAL AUTHORIZATION

NAME OF RESPONDENT TRB and Associates, Inc.

1. The above-named Respondent is a Respondent to the Request for Qualifications / Request for Proposals of the City of Benicia for professional services to prepare [on-call professional services] and possesses the legal authority to submit this Proposal.

2. The undersigned is authorized to conduct all negotiations for and legally bind the Respondent in all matters relating to this Proposal submittal.

3. The undersigned has reviewed, understands, is able to comply with and agrees to be bound by the General Conditions Governing the RFP described in Section 7 of the RFP.

4. The undersigned grants the City a right to conduct reference checks and reasonable investigation of all information provided by Respondent.

5. The undersigned certifies that this Proposal is irrevocable until 120 days after its submission date.

Signature: _____

Print Name: Todd Bailey

Title: President and Secretary

Date: April 14, 2025

D-1 of 1 Exhibit D – Proposal Authorization

Docusign Envelope ID: 10FA1302-B810-47BD-A735-45F2F37FF6B0

26-024

PROFESSIONAL SERVICES MASTER AGREEMENT (BUILDING SAFETY - PROFESSIONAL SERVICES)

BETWEEN

CITY OF BENICIA AND

True North Compliance Services, Inc.

This Professional Services Master Agreement ("Agreement") is dated July 1, 2025, and is by and between the City of Benicia, a political subdivision of the State of California ("CITY") and True North Compliance Services, Inc., a California Corporation located at 3355 E Spring Street, #302, Long Beach, California 90806, licensed to do business in California, ("CONTRACTOR") relating to True North: Building Safety Professional Services - Master Service Agreement (FY26-27) Services (“Services").

1. Agreement

1.1. 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 by the City Manager, or designee who is hereby authorized to execute any Task Order and issue a Notice to Proceed, without further action by the City Council, provided the Task Order is within the total authority of this Master Service Agreement. Amendments to this Master Service Agreement require City Council approval.

Services may include, but not be limited to:

A. Building Plan Review

B. Certified Access Specialist Professional (CASp) Review

C. California Water Efficiency Landscape Ordinance (WELO) Review

D. Certified Floodplain Manager (CFM) Review

E. Building Official Support Services

F. Rapid Response Services

G. Specialty Services

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.

Docusign Envelope ID: 10FA1302-B810-47BD-A735-45F2F37FF6B0

1.2. Term of Agreement

A. This Agreement will conclude on June 30, 2027 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.

1.3. 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.

1.4. Compensation

CONTRACTOR shall be compensated, a total value not to exceed $325,000 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 not to exceed 5% or the current year's February change of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Francisco-Oakland-Hayward, CA index, whichever is lower, and must seek CITY's authorization for rate changes. 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.

1.5. 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 in excess of $1,000.00, where prevailing wages are required by 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 City's Public Works Office and may be obtained from the California Department of Industrial Relations website

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[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 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. CONTRACTOR 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 CONTRACTOR shall pay federal Davis Bacon wages and comply with applicable federal requirements.

B. 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.

C. CONTRACTOR, where applicable, 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.

1.6. 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. **Patent Rights, Copyright, Trade Secrets:** CONTRACTOR 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.

C. **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 artd will survive termination of this Agreement.

D. **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.

E. **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.

F. **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.

G. **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 al I 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

1.7. 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.

1.8. 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.

1.9. 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

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services, or expenses, except for reasonable administration expenses, incurred by CONTRACTOR by reason of such suspension.

1.10. 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 based on a final invoice from the CONTRACTOR.

1.11. 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 I 101, 1102and1102.1; 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.

1.12. 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:

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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. § l8700(a) (2))

1.13. 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.

1.14. 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.

1.15. 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.

1.16. 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.

1.17. 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.

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1.18. 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.

1.19. 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.

1.20. 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.

1.21. 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: Stacy Hofacre

Senior Management Analyst

shofacre@ci.benicia.ca.us

To Contractor: Isam Hasenin

President/CEO

isam@tncservices.com

1.22. 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.

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1.23. 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.

2. Insurance Requirements

2.1. INSURANCE REQUIREMENTS

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated July 1, 2025, by and between True North Compliance Services, Inc., hereinafter referred to as "Contractor", and the City of Benicia, hereinafter referred to as "City", providing for professional services.

2.2. 1. Contractor's Duty to Show Proof of Insurance

Contractor, 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 Contractor's acts, errors, or omissions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Contractor shall not perform any work under this Agreement until Contractor 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, Contractor 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, Contractor 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. Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or City as an additional insured.

2.3. 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

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for liability arising out of Contractor'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. Contractor 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.

2.4. Workers' Compensation Insurance

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

2.5. 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.

2.6. 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.

2.7. Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Contractor, at Contractor'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.

2.8. Insurance terms and conditions:

3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Contractor shall not be suspended, voided, cancelled or

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reduced in coverage or in limits except after ten (10) days written notice by Contractor 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. Contractor 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 Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor 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 Contractor is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Contractor'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 Contractor'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 Contractor 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 Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor. City, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Contractor 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 Contractor of its obligation to obtain and maintain the insurance coverages required by this Agreement.

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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 Contractor and its Subcontractors shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Contractor's fees under this Agreement (and the fee of its Subcontractors under Subcontractor agreements) shall be reduced by the amount of insurance premiums that may be avoided by Contractor and its Subcontractors 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 Contractor's and Subcontractors policies. Construction Manager and its Subcontractors shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

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

"True North Compliance Services, Inc." By: Signed by: Isam Hasenin B9047B67823F401... 6/23/2025

Isam Hasenin

Its: President

"City" By: _____

Its: _____

"Department" By: _____

Its: _____

"City Attorney" By: _____

Its: City Attorney

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Exhibits List

A - Scope of Work

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Exhibit A

Scope of Work

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True North
COMPLIANCE SERVICES

Your Trusted Partner for Comprehensive Municipal Services

On-Call Building Safety – Professional Services

City of Benicia

Department of Community Development

PRIMARY CONTACT:

ISAM HASENIN, MSCE, PE, CBO

EMAIL: ISAM@TNCSERVICES.COM

Phone: 858-260-0495

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Section I- Cover Letter

April 9, 2025
City of Benicia, Department of Community Development
Stacy Hofacre, Permit Services Analyst
250 E L Street
Benicia, CA 94510

Dear Ms. Hofacre,

True North Compliance Services Inc. is pleased to present our proposal for On-Call Building Safety – Professional Services. Our philosophy and guiding principles are centered around the commitment to providing public agencies with the highest quality of professional consulting services in a timely and cost-effective manner. We take pride in our ability to provide exemplary services and deep technical expertise to our clients.

True North Compliance Services, Inc. was founded and incorporated in California in 2020. True North Compliance is a full-service comprehensive provider of Building, Fire, Planning and Engineering Services including plan review, building inspection, permit technician, building department administration, code enforcement, planning and fire services and other related services.

Isam Hasenin is President and CEO of True North and the main contact for the firm. He is authorized to represent, sign and bind True North Compliance Services, Inc. in a contractual agreement with the City of Benicia. His email address is Isam@TNCServices.com, phone number 858-260-0495.

The founder and president of True North Compliance Services, Inc., Isam Hasenin, has developed an impeccable reputation, over his 30-year career, as a forward-thinking customer services-centric public agency administrator, licensed Civil Engineer and technical manager providing high quality responsive service to public agencies and their citizens.

Our team of over 70 highly qualified, licensed/certified plan review engineers, plans examiners, inspectors and permit technicians with many years of experience are ready to serve the needs of the City of Benicia including 7 SE's, 15 PE's in Civil, Mechanical, Electrical and Fire Protection disciplines in addition to experienced and certified plans examiners, inspectors and permit technicians.

We understand the City's needs for Building and Safety services to augment its staff due to the high level of permit activities and the need to provide high quality, responsive and timely service. Our depth and breadth of resources will allow us to meet the demands and requests of the City in a timely and effective manner. We are able to quickly respond to requests to review building plans and perform inspection services on an as-needed basis. We can respond to fluctuations in workload, as well as requests for expedited project reviews. Our project manager will keep an open line of communication with Building & Safety managers and respond to requests within 24 hours of requests.

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Our commitment to the City of Benicia is to provide the highest quality Building and Safety services to you and your clients. More specifically, we commit to the following:

1. Unparalleled Building & Safety expertise of team members, and highest quality of plan review and inspection services.
2. Our Director of Operations will serve as the single point of contact for all communication with the City.
3. We will provide the necessary plan review staffing levels to meet the volume of work and level of permit activities.
4. Open line of communications with City staff and managers and permit applicants.
5. Implementation of a rigorous quality assurance program for all services we provide to the City.
6. Availability to work directly with designer and developers to provide high quality responsive plan review services and address plan check comments.
7. Create a balance of consistency, conformance, and efficiency in all plan reviews.
8. Daily pick up of plans at City offices (for paper plans).
9. Professionally prepared comment lists with clear reference to applicable code sections.
10. Commitment to reviewing plans within the agreed upon turn-around times.
11. Ability to provide expedited plan review services upon request.
12. Availability to meet in-person at City Hall with applicants and design teams during pre-application and discretionary phase to provide high level code review.
13. Ability to provide technical support to the Building Official and staff such as training, code adoption, developing technical policies, procedures and review/recommendations for Alternate Materials and Methods Requests (AMMR).
14. Our President, Isam Hasenin will set up regular meetings with the Director and Building Official to discuss process, procedures, technical issues and receive feedback on performance of True North staff.
15. Providing services exclusively to municipal clients, thus avoiding any real or perceived conflict of interest.

I am confident True North Compliance Services, Inc. will meet and exceed the City's expectations and provide unparalleled high-quality and timely services to the City.

We look forward to working with you and your team and building a long and successful relationship with the City of Benicia.

Sincerely,

Isam Hasenin, MSCE, P.E., CBO, President

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Section II- Qualifications/Service

We are excited to present our qualifications to the City of Benicia and look forward to building a successful long-term relationship with the City and provide the highest level of professional consulting services to the City of Benicia.

True North Compliance Services, Inc. is a full-service comprehensive provider of Building, Fire, Engineering and other related services. With four offices in California to serve the City and a staff of over 70 professionals, we are confident we have the depth and breadth of resources to meet the needs of the City of Benicia.

True North Compliance Services' philosophy, guiding principles and commitment to the City of Benicia are centered on creating a long-term successful partnership with the City and providing the highest quality of service that is timely and responsive to client needs. ***Our motto is personal attentive service and excellence in the delivery of municipal services***. We take the time to listen to our client's needs and challenges and then come up with creative cost-effective solutions. We keep an open and on-going line of communications with City staff and managers as well as the public and clients. We fully understand and appreciate the fact that time is money for construction projects and every day of delay means added costs of construction and potential loss of tax revenues for the City. We will partner with the Building Official and city staff to achieve creative solutions to challenging development/construction problems that are safe yet reasonable and practical.

Isam's experience as an active participant in the code development & administration process both on the state and national levels, serving on many technical committees and boards and serving as the Vice Chair of the California Building Standards Commission for 8 years gives him a unique perspective and intimate knowledge of the intent behind any Code provision, thus allowing him to come up with alternative solutions and methods of compliance for unique complex code compliance challenges that don't fit squarely in the prescriptive provisions of the Code. We pride ourselves on the fact that we can create win-win solutions for code compliance challenges and streamlining of the review and inspection process to expedite the occupancy of facilities.

Scope of Services

We offer the full range of development review & inspection services including Building & Safety services ranging from plan review to inspection and permit technician services and other related services. We have the depth and breadth of resources to perform any and all of the following services:

a. **Building Plan Review Services:** True North Compliance will provide plan review in compliance with the City of Benicia's Municipal Code, all applicable federal and state laws and regulations and the City's Building Safety Division plan review standards and policies. Our plan review covers the following:
    i. California Building Code
    ii. California Residential Code

iii. Structural Engineering Plan Review will be performed by licensed or graduate Civil or Structural Engineers
iv. Title 24 Energy
v. California Mechanical Code
vi. California Plumbing Code
vii. California Electrical Code
viii. Disabled Access- CASp plan review and/or site surveys, inspections and reports.
ix. Green Building and Energy Conservation
x. OSHPD-3 reviews and certification
xi. California Fire Code
xii. California Title 25
xiii. Preliminary review of discretionary applications (Conditional-Use Permits and conditions of Approval) for significant code compliance issues that may impact the overall design and planning approval of the project.
xiv. Review of Floodplain provisions where required.
xv. Review of soils conditions and other geotechnical hazards such as fault zones, liquefactions, etc.
xvi. Civil Engineering (grading, drainage, National Pollutant Discharge Elimination System (NPDES), MWELO, and Low Impact Development (Hydromodification); Sustainable Use Standard Mitigation Program (SUSMP), permit requirements related to the Management Stormwater System (MS4 permit).
xvii. Review/recommendations for Alternate Materials and Methods Requests (AMMR).
xviii. Code adoption, Local Amendments and Ordinances.

b. **Inspection Services:** True North Compliance has the capabilities to provide inspection and reinspection for compliance with all applicable codes, standards and regulations including: California Building Code; California Residential Code; California Plumbing Code; California Mechanical Code; California Electrical Code; California Fire Code; California Energy Code; California Green Building Standards Code; California Disabled Access Regulations; California Title 25, Mobile Home Parks, as locally adopted and amended. Our inspection staff is certified by the International Code Council or other appropriate entities in accordance with AB717 and possess many years of building code inspection experience with a municipality or a private municipal consultant. Our inspectors have extensive construction and trade experience in addition to their Code knowledge, allowing for a practical approach to applying Code provisions during the inspection process.

c. **Building Official Services:** When requested, True North Compliance will provide a qualified certified and experienced Building Official. The individual will report to the Community Development Director and provide supervision and direction to the Building & Safety Division staff, code administration and interpretations, develop policies and ordinances, interface with customers, City staff and elected officials, and perform related administrative functions as assigned.

d. **Counter & Administrative Services:** True North Compliance has the capabilities to provide counter and administrative services as needed by the City. Our staff will provide technical

support and application of City policies, methods and practices to support professional engineering, plan review, planning, and building and safety staff. Our Counter Technician has knowledge of construction terms and operations, development and building codes required to process plans and permits along with government functions and processes. Review permit application for completeness, perform fee calculations, route plans, verify approvals and conditions and issue permits. Use the City's permitting system to file permit applications, calculate fees, research zoning and planning requirements, enter approvals and route plans to appropriate divisions and departments. Maintain communications with applicants, interested parties, property owners, homeowner associations, various governmental agencies, and other City departments. Respond to inquiries about projects from residents and applicants.

e. **Code Enforcement Services:** True North Compliance has the capabilities to provide Code Enforcement and Housing services and assist the City of Benicia in the enforcement of applicable Zoning codes, Building codes, Housing codes, public nuisance codes and State health & safety codes. Our Code Enforcement Officers have extensive experience and capabilities in the following areas: Code enforcement program review and analysis; Code enforcement inspections; Preparing administrative remedies including administrative citations; Conducting administrative hearings; Preparing program documentation and staff reports as well as committee or Council presentations; Testifying on behalf of clients in criminal court; License and permit application review and processing; Coordination of activities with multiple departments including Building, Planning, Community Development, Police and City Attorney; Providing information on municipal regulations to property owners, residents, businesses, the general public, as well as to other departments and divisions.

f. **Fire Plan Review & Inspection Services:** True North Compliance has the capabilities to provide plan review and/or inspection for the State regulated occupancies such as private schools and clinics (OSHPD 3), to determine compliance with City and State codes and regulations including but not limited to locally adopted fire related ordinances and amendments of the local Municipal Code; California Fire Code; California Building Code; California Residential Code; California Title 19, California Wild Land Urban Interface regulations, review for fire apparatus access, water supply requirements, fire flow requirements, etc. Typically, fire review will include review of building plans for code compliance, as well as review of fire plans (fire sprinkler systems, fire alarm systems, NFPA standards, etc.)

g. **City Engineering Services:** True North Compliance has the capabilities to provide plan review and inspection of Civil/public improvements projects from one small lot to large subdivisions. Our experts bring an extensive history of review of a broad range of projects in all engineering/civil disciplines such as review of grading, subdivision and topographic maps; examining existing and proposed contour lines, spot elevations, pad and finish floor elevations; review of hydrology reports and maps; review of low impact development measures to comply with the requirements of NPDES; review of erosion and sediment control plans for proposed BMPs. Our licensed land surveyors have extensive experience in reviewing tentative and final maps, lot line mergers, lot line adjustments, certificate of compliance, dedications, vacations, and easements. Our map reviewers have the expertise to review applications, maps, legal

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descriptions, deeds, and related documents as well as provide redline documents and corrections. We can also write conditions of approval to be imposed on tentative maps.

h. **Planning Services:** True North Compliance has the capabilities to provide Planning, Zoning and Environmental services. Our staff serve as an extension of City staff and function as the project manager on assigned planning projects while protecting the interests of the City and its residents throughout the life of each assigned development project. This could include managing projects from the planning entitlement phase through construction; Perform technical review and evaluation of a wide variety of land development, subdivision, building permit and use permit applications; Process development applications in accordance with local policies and ordinances, make recommendations, and enforce mitigation monitoring and compliance with City ordinances; Prepare written project analyses and reports including identifying appropriate land use policy, design, fiscal issues and environmental requirements; Conduct site inspections to determine if projects are in compliance with laws, regulations, conditions of approval, ordinances, and make recommendations regarding changes; Prepare and update various planning documents such as the City's General Plan, Specific Plans, ordinances, resolutions, codes, and related planning studies and reports; Provide technical advice and make clear, well organized presentations.

i. **Special Projects-** Our management team and staff can participate in a variety of special projects, as needed. These projects may include, but not limited to, analysis of processes and procedures; Business process re-engineering, fee studies; Review and recommendations of permitting software; Preparation of engineered plan details; Conducting training on a variety of code-related topics; Interim or permanent Building Official duties; Preparation of documents/handouts; Public presentation to community groups, City Committees or Council.

j. **Rapid Response Services-** True North Compliance can provide emergency response services as directed by the City. Working with local governments to fast-track permits for critical projects, ensuring that necessary development can occur without delays. Rapid response includes planning and coordination in the aftermath of natural disasters or crises, focusing on rebuilding communities with resilience. Key tasks may include expedited review and processing of construction permits. Our team can be available within 24 to 48 hours to begin rebuilding related work.

k. **Model Water Efficiency Landscape Ordinance (MWELO) Reviews-** True North Compliance has the capabilities to perform plan reviews with experienced, knowledgeable, and technically qualified staff in conformance with all MWELO requirements including the MWELO Plan Check Standards.

l. **Certified Floodplain Manager (CFM)-** True North Compliance can provide qualified staff with Association State Floodplain certification (Certified Floodplain Manager). CFM shall have experience promoting the wise use of floodplains in order to minimize flood risks, reduce losses from floods, protect public health and safety, and improve the quality of life for the community.

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Customer Service Commitment

Our singular focus on our motto "***personal attentive service and excellence in the delivery of our services"*** allowed us to become the go-to provider for most of our clients. The common denominator for our success serving our clients is the absolute focus on delivering high quality, responsive and timely services. We will partner with city staff, applicants and designers to come up with practical common-sense solutions to difficult code compliance challenges. Our team is available to handle questions and issues raised by City staff and/or the applicants throughout the day. Our managers are available around the clock to handle whatever needs our clients might have. We keep an open line of communications with staff and applicants to streamline and expedite the review and approval of projects being reviewed. Our customer service commitment includes the following elements:

1. Application of the code in a reasonable practical yet safe manner, and understanding and applying the spirit and intent of the code whenever needed.
2. Our plan review philosophy is to perform a thorough and accurate plan review during the first submittal in order to avoid new comments and delays during subsequent review cycles and frustrating the applicants and designers.
3. Open lines of communication with the Building Official and other city managers and staff to ensure efficient and high level of customer service.
4. When an applicant disputes plan check comments, our plan check staff is trained and instructed to quickly elevate the issues to our QC manager to work toward quick and effective resolution of the issues.
5. Implementation of our "Express Recheck By Appointment" system to enhance customer service and expedite approval of projects.
6. Office hours: our staff is available Monday through Friday from 8:00 am- 5:00 pm to respond to phone calls and email inquiries.
7. We respond to phone calls and emails no later than the next business day and in most cases on the same business day.
8. Our plan check staff is available, during regular business hours, to discuss and clarify plan check issues with applicants, designers, owners and consultants. Resolution of code issues may be performed by telephone, or meetings, prior to resubmitting corrected plans and documents.

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Section III- Organization and Team Members

Principal/Project Leader

For this contract, Isam Hasenin, P.E., C.B.O., will serve as Principal/Team Lead and will serve as the main point of contact of True North Compliance Services, Inc. staff and the City of Benicia. Isam will ensure that services are delivered in accordance with the Scope of Services established by the City and the Consultant Services Agreement.

Isam will maintain an open line of communication with City of Benicia Building Official and other managers as well as project applicants and design teams. He will provide oversight and management of all True North's staff assigned to City projects.

Isam will be available for meetings at the City office. He will be available to discuss complex code compliance/interpretation questions or process/procedural issues with the Building Official and design team members as the needs arise. He will provide technical or administrative training and participate in any special assignments or meetings at City managers' direction.

Isam has 30 years of experience in code enforcement and building department administration and technical review and inspections. Mr. Hasenin has the perfect mix of public sector experience and private sector experience managing both small and large operations. He has deep understanding and appreciation for the challenges and demands of local municipalities in meeting the needs and expectations of their citizens and applicants for building permits.

Project Manager/Director of Operations

Amar Hasenin, Director of Operations for True North will serve as the day-to-day operational and technical manager for the City of Benicia projects. He will assign and monitor the workload of staff, quality of reviews and timeliness of the review process. He will be available to discuss code compliance/interpretation questions or process/procedural issues with the Building Official and his staff as the needs arise. He will provide technical and administrative training and participate in any special assignments or meetings at City managers' direction. Amar has over 10 years of experience as a design engineer, plan check engineer, and regional manager in Southern California. He served as the Bay Area Regional Manager for a third-party building department services provider prior to joining True North. He is a highly competent plan review engineer and technical expert in the application of the California Codes and a certified Plans Examiner and Inspector by ICC.

Amar is an effective manager of building operations and managing the needs of our public agency partners and delivering high quality, responsive and timely service.

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Lead Structural Plan Check Engineer

Gary Ho, SE, will serve as the Lead Structural Plan Check Engineer. He is an experienced, licensed structural engineer. He is currently the Senior Structural Plan Review Engineer for True North Compliance. Gary has a master's degree in structural engineering and many years of experience designing and reviewing the entire range of buildings and unique structures such as high rise, mixed-use, concrete parking structures, complex public buildings, heavy industrial, refineries, nuclear power plants, etc. He will work closely with City staff to ensure high quality and timely reviews and answer questions and handle complex issues.

Lead Building Plan Check Engineer/CASp Plan Reviewer

Bachar Koujah, PE, CASp will serve as the Lead Building Plan Review Engineer. He is an experienced, licensed Civil Engineer. Bachar has over 20 years of experience as a plan check engineer for multiple jurisdictions where he reviewed the entire range of projects from residential remodels to complex new homes, tenant improvements and new commercial, office and multi-family projects. Bachar is a multi-discipline reviewer and can review building, MEP and grading disciplines. He provides high quality reviews and excellent customer service and is always ready to offer solutions and ideas on how to comply with code provisions.

Lead Geotechnical Engineer

Lauren Doyle will serve as the Lead Geotechnical Plan Review Engineer. Lauren is an experienced licensed Geotechnical Engineer in California with extensive experience in Southern CA. We collaborated with Lauren for the review of many complex hillside developments in the City of Malibu.

Project Team

Our team is comprised of over 70 highly qualified and experienced Plan Check Engineers, Plans Examiners, Building Inspectors and Permit Technicians able to handle reviews, inspections and permit processing for all aspects of the Building Services. Our team members have many years of experience working for public agencies in California. Our staff is licensed and/or certified in all disciplines including Licensed Structural Engineers, Licensed Civil, MEP Engineers, ICC Certified Building Plan Reviewers, Licensed Fire Protection Engineers, Certified HazMat Specialists, ICC Certified Plans Examiners, ICC Certified Fire Plan Reviewers, ICC Certified Building Officials and ICC Certified Permit Technicians. Our team is capable of reviewing and inspecting the entire spectrum of projects submitted to the City from single-family homes to highly complex high-rise hotels and large office buildings, mixed-use projects, R&D lab facilities, biotech buildings, data centers, distribution centers, large scale solar farms, complex tenant improvements and public buildings. Below is a table of key staff who will be assigned to work on City of Benicia projects. Resumes of key staff are included in the Appendix.

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Staffing Table

Name & Role	Experience & Credentials
Isam Hasenin, PE, CBO, MSCE **President & Building Official**	30+ years experience CA Licensed Professional Engineer Certified: Building Official, Building Plans Examiner
Amar Hasenin **Project Manager/ Director of Operations**	10+ years experience Certified: Commercial Building Plans Examiner, Building Inspector, Plumbing Plans Examiner, Plumbing Inspector, Accessibility Plans Examiner, Accessibility Inspector
Gary Ho, SE, PE **Structural Review Engr.**	30+ years experience CA Licensed Professional & Structural Engineer
Aaron Beebe, SE, PE **Structural Review Engr.**	20+ years experience CA Licensed Professional & Structural Engineer
Allen Lang, SE, PE **Structural Review Engr.**	20+ years experience CA Licensed Professional & Structural Engineer
Daniel Lee, SE, PE **Structural Review Engr.**	20+ years experience CA Licensed Professional & Structural Engineer
Edward Alexanian, SE, PE **Structural Review Engr.**	30+ years experience CA Licensed Professional & Structural Engineer
Henry Hadidi, SE, PE **Lead Structural Review Engr.**	30+ years experience CA Licensed Professional & structural Engineer
Bachar Koujah, PE, CASp **Lead Building Plan Review Engineer**	20+ years experience CA Licensed Professional Engineer Certified Accessibility Specialist; Certified Plans Examiner
Scot Weise, PE **Building Plan Review Engr.**	15+ years experience CA Licensed Professional Engineer, ICC Certified Plans Examiner
Robert Chun, PE **Building Plan Review Engr.**	25+ years experience CA Licensed Professional Engineer, ICC Certified Plans Examiner
Djordje Pavlovic, PE **Structural Review Engr.**	20+ years experience Licensed Professional & Structural Engineer
Mohammed Elassad, PE **Building Plan Review Engr.**	20+ years experience CA Licensed Professional Engineer, ICC Certified Plans Examiner
Alaa Atassi **Building Plan Review Engr.**	5+ years experience ICC Certified Plans Examiner
Areli Sanchez **Building Plan Review Engr.**	5+ years experience ICC Certified Plans Examiner
Bryan Montes **Building Plan Review Engr.**	5+ years experience ICC Certified Plans Examiner
Jesse Sanchez **Senior Plans Examiner**	10+ years experience ICC Certified Plans Examiner
Mulham Hweidi **Building Plan Review Engr.**	5 years experience BS in Civil Engineering
Mehmet Amiroglu **Building Plan Review Engr.**	3+ years experience BS in Civil Engineering
Ed Dion **Building Plan Review Engr.**	10 years experience BS in Civil Engineering
Emily Wilson	2 years experience

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Building Plan Review Engr.	BS in Civil Engineering
Tim Shell, PE **Civil Plan Review Engr.**	30 years experience CA Licensed Professional Engineer
Anne Hamad **Building Plan Review Engr.**	2 years experience BS in Civil Engineering
Jamal Naji, PE **Civil Plan Review Engr.**	25 years experience CA Licensed Professional Engineer
Ahmad Erikat, EIT **Civil Plan Review Engr.**	15 years experience EIT Certificate
Ali Soheili, PE **MP Plan Review Engineer**	20+ years experience CA Licensed Engineer; ICC Certified Plans Examiner
Hassan Itani, PE **MP Plan Review Engineer**	10+ years experience CA Licensed Engineer; ICC Certified Plans Examiner
Ron De Leon, PE **Electrical Plan Check Engineer**	25+ years experience CA Licensed Engineer
Amir Amiri, PE **Electrical Plan Review Engineer**	20+ years experience CA Licensed Professional Engineer; ICC Certified Plans Examiner
Kevin Ybarra **Electrical Plans Examiner**	20+ years experience ICC Certified Plans Examiner
Dan Larsen, CASp **CASp Plan Reviewer/Insp.**	20+ years experience Certified Accessibility Specialist
Vince Anderson **Lead Fire Plan Reviewer**	10+ years experience Certified Fire Plans Examiner, Fire Marshal
Gabriel Reza **Fire Plan Reviewer**	10+ years experience Certified Fire Plans Examiner
Doug Evans, FPE **Fire Protection Engineer**	20+ years experience CA Licensed Fire Protection Engineer
Bob Scott **Fire Plans Examiner**	25+ years experience Fire Plan Review and Former Fire Marshal; Fire Inspector II, Building Inspector, Building Plans Examiner
William Barranon **Manager, Inspection Services**	30+ years experience
George Lockfort **Senior Combination Inspector**	30+ years experience Over 15 ICC Certifications including Plans Examiner, combination inspector
Duncan McLane **Combination Inspector**	25+ years experience with multiple certifications
Tom Graham **Combination Inspector**	25+ years experience ICC Certified Building Inspector, ICC Certified Residential Inspector
Steve Stingl **Combination Inspector**	30+ years experience ICC Certified Building Inspector
Charles Valaer **Combination Inspector**	20+ years experience ICC Certified: Building Inspector, Combination Inspector
Joe Harris **Combination Inspector**	20+ years experience
Rene Avela **Senior Combination Inspector/Plans Examiner**	30+ years experience ICC Certified: Building Inspector, Combination Inspector
Randy Kilburn	30+ years experience

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Senior Combination Inspector	ICC Certified: Building Inspector, Combination Inspector
Marco Stutts **Combination Inspector**	5+ years experience
Ramon Hernandez **Senior Combination Inspector**	25+ years experience Multiple ICC certificates
Jeremy Hall **Senior Combination Inspector**	15+ years experience Multiple ICC certificates
Brenda Sylvester **Combination Inspector**	25+ years experience
Alexandra Street **Lead Permit Technician**	Supervising Permit Technician
Roy Kim **Permit Technician**	Permit Technician
Jesica Miner **Permit Technician**	Permit Technician
Cierra Smith **Permit Technician**	Permit Technician

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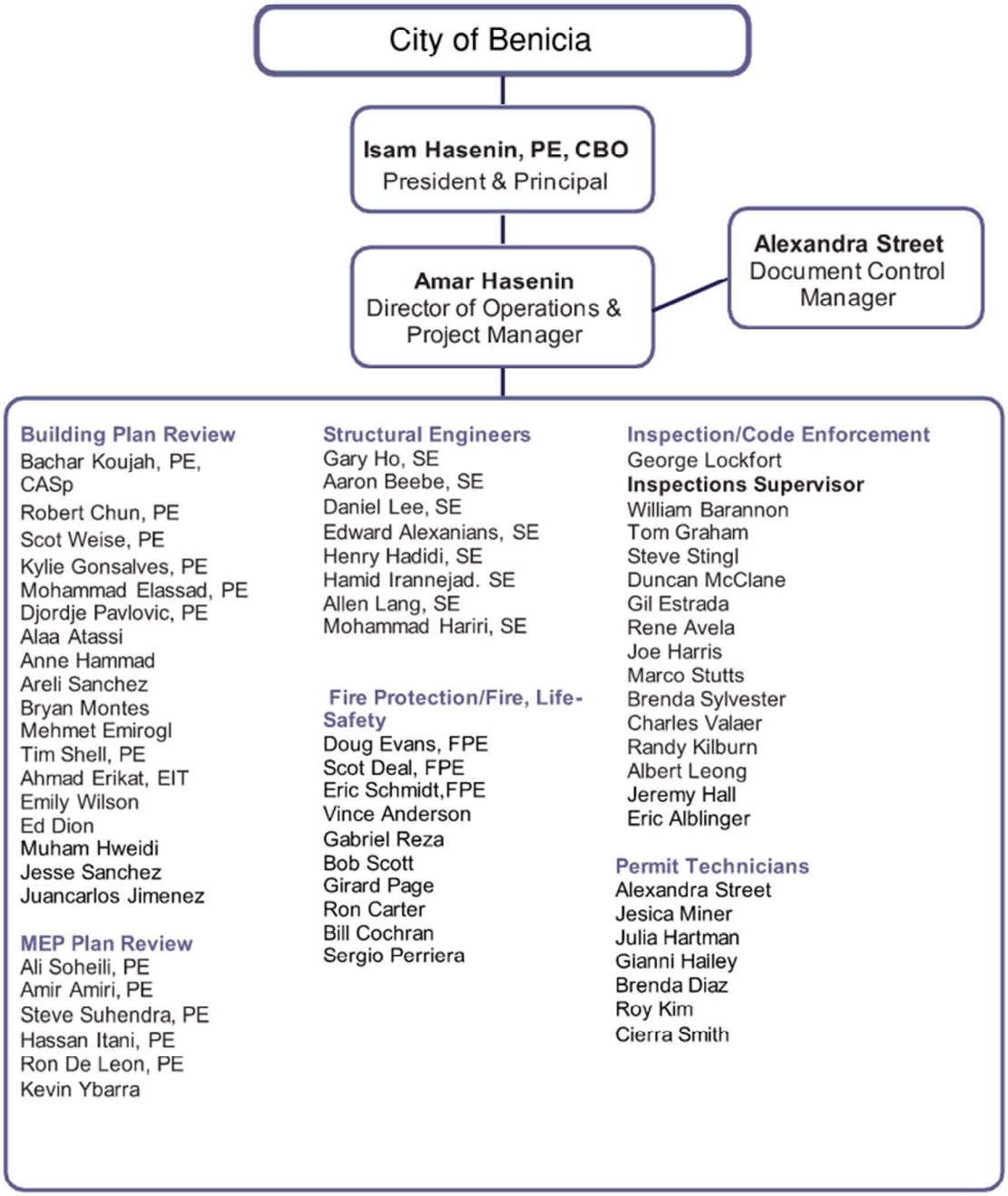
Organization Chart

Our staff is licensed and/or certified in all disciplines including Licensed Structural Engineers, Licensed Civil, MEP Engineer, Licensed Fire Protection Engineers, ICC Certified Plans Examiners, ICC Certified Inspectors, ICC Certified Permit Technicians, and more.



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Section IV- Methodology & Work Approach

Our established internal procedures and policies will ensure that we provide the City of Benicia the highest quality, accurate, timely, and responsive service. Our goal is to provide consistent and uniform service, eliminate errors and confusion and ensure compliance with the City's standards, policies, interpretations, and procedures. To that end, we have the following established procedures for each of the services we offer:

Plan Review Procedures

The following approach and procedures will apply to Plan Review Services. It may be adjusted to better accommodate the specific needs of the City of Benicia:

1. All document/plan reviews shall be based on the City of Benicia Municipal Code, applicable federal and state laws and regulations, Title 24 California Code of Regulations, and the City's Building & Safety Division plan review standards and policies. Plan review shall cover structural, fire and life safety, architectural, accessibility, OSHPD-3, energy conservation, green building, grading, plumbing, mechanical and electrical installations.
2. Our Plan check staff has extensive experience and background in the review of Flood Plain provisions including latest FEMA Guidlelines. We currently perform flood plain review in many cities such as Burlingame, Del Mar, Malibu, Redwood City and Imperial Beach.
3. We will pick up plans at the City of Benicia Permit Center within 24 hours of notification or upload immediately into our cloud-based database for electronic submittals.
4. Review all plan check applications for accuracy and make all necessary revisions to such items as description, square footage, type of construction, occupancy and uses.
5. Format plan review comment lists to compliment the style and requirements of the City of Benicia.
6. Prepare a standard template specific to the City of Benicia to identify specific requirements and items of interest and focus to the City Building & Safety Division.
7. Our plan review philosophy is to perform a thorough and complete review during the first submittal of plans in order to avoid new comments on any subsequent submittals.
8. Open lines of communication with the Building Official and other City managers and staff to ensure accuracy in enforcing City policies, procedures and regulations.
9. Conduct plan reviews within the agreed upon turn-around times established by the City of Benicia.
10. Our team is available to review projects on an expedited basis within the designated turn-around times.
11. Review deferred submittals and revisions within assigned due dates.
12. Email plan check comments to designated Building staff and provide pertinent building/project data and information required on permit application. Building/project data

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such as description of work, type of construction, uses, occupancy classification, floor area, number of stories, etc. will be provided on the transmittal letter.

13. Supply hard copy or electronic plan review comment, approval letters, and project invoices as required by the City of Benicia.
14. When final review is approved, we will deliver two final sets of approved plans with approval stamps and signatures to the City within 24 (twenty-four) hours of final review and approval.
15. Be available, during regular business hours, to discuss and clarify plan check issues with applicants, designers, owners and consultants. Resolution of code issues may be performed by telephone, or meetings, prior to resubmitting corrected plans and documents.
16. Any plan check issues not resolved between the reviewer and the architect/engineer of record after the second review cycle will be quickly elevated to our QC Manager who will in turn discuss with the Building Official and come up with resolution to the outstanding issues.
17. Communicate and/or meet with the applicant, architect, engineer, other City departments or agencies, as necessary to assist with plan review responses.
18. Participate in pre-submittal meetings during preliminary design or working drawing stages to provide high level code review and discussion to ensure a smooth and timely plan review process.
19. Our President, Isam Hasenin will be available to provide technical support and advice to the Building Official, and city staff and managers related to code application and review of Requests for Alternate materials and Methods, administrative aspects of the department, permit fee analysis, preparing local amendments and ordinances and similar services.
20. We will utilize the City's Permit Tracking System to enter and monitor plan-checking information into the portal.
21. We have a fully automated web-based project tracking system to enter and track all projects assigned by the City. City staff and managers can access the system anytime to check the backlog, status and due dates of any project. They can also review copies of comment lists prepared by our staff. If the City agrees, we can provide access to applicants so they can check status of their projects online without having to call the City or come to the Building & Safety counter.

Electronic Plan Review

True North Compliance Services is able to receive, process, plan review, markup and approval stamp plans electronically and return the electronic plans back to the City. In fact, over 75% of our reviews currently are performed electronically using the Bluebeam platform. More specifically:

1. We will adhere to the City's Electronic Plan Review guidelines and policies.
2. We are able to work and input plan review corrections in the OpenGov permitting software during the plan review process.

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3. Our staff will use Blue Beam to perform the review or other City-required platform.
4. We will provide redline mark ups on the plans with Blue Beam. Then transferring a marked-up image of the plans onto the plan review comments. This process will simplify the comments for the applicant resulting in less plan review iterations.
5. When the plan check and recheck processes are complete and the plans and corresponding documentation are deemed in full code compliance, we will sign and stamp the electronic plan set and corresponding documents.
6. Our entire team is equipped with latest technology (highspeed computers, multiple large monitors, latest version of Blue Beam, access to cloud storage, etc.) to easily perform plan reviews electronically.

Plan Check Turn-Around Times

We commit to meeting the City's turn-around times on all projects reviewed by our team. Our web-based project tracking system allows both our reviewers and permit technicians to stay on top of project due dates. Expedited plan reviews will be completed in half the time frames listed below.

Below are our standard review times.

PLAN CHECK TYPE	1ST REVIEW (working days)	RE-CHECKS* (working days)
Small Projects (residential alteration and repair projects.	10	10
Large Projects (new single-family homes and all commercial projects)	15	10

"Express Rechecks By Appointment"

We are pleased and excited to offer the City of Benicia our new and innovative solution to expedite and streamline the recheck process. The program, "Express Recheck By Appointment" is a revolutionary approach to expedite the recheck process, minimize the number of review cycles, reduce frustrations and miscommunications between applicants and plan checkers and reduce the workload of City staff in intaking, routing and tracking of the many cycles of plan check and rechecks on submitted projects. The program will be offered at no additional cost to the applicant or City. The service applies to the vast majority of projects reviewed by our staff. Once the applicant is ready for the recheck, he/she will contact True North Office to schedule the "Express Recheck By Appointment". The appointment will be scheduled within 48 hours of the request. Our plan reviewer will perform the recheck over video-conferencing meeting and sign off items completed.

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Quality Control Program

True North Compliance's core values in delivering municipal services are: Ethics, Transparency, Collaboration, Empathy, Customer-Centric service, Communications, and Fiscal Prudence. High quality service, professionalism and excellence in the delivery of municipal services are at the core of what True North Compliance stands for. We share the City's commitment to delivering responsive and timely service without compromising the quality of the service. To that end, we developed and implemented a rigorous internal quality control and assurance program for all of our services. Here are the major components of our quality control program:

Plan Review and Counter Services

Our established internal intake, plan review, quality control and customer contact procedures ensure that submittals are properly coordinated, tracked and managed. Our plan tracking procedures are designed to track each submittal throughout the review process and maintain accurate and comprehensive records for each submittal. To accomplish this goal, we follow this procedure:

1. We monitor our staff's performance and interaction with customers at the counter by having customer surveys available for the applicants to complete. We will also randomly call applicants who received our service to check on their satisfaction with the services received from our staff. We will monitor phone calls and produce period reports of customer satisfaction. We will train and provide feedback to our staff related to their customer service skills.
2. Once we receive a project for review from the City, our document control staff screens and logs the project into our internal project tracking system with all appropriate information such as description, scope, review disciplines, Building Department staff, design team contact person and due dates.
3. Our QC Manager will perform an initial cursory review of the project to determine if there are any major code compliance issues that may require immediate discussion with the Building & Safety Division staff and/or design team, then depending on the complexity of the project, assigns to appropriate True North plan review engineers/plans examiners.
4. Plans are assigned to engineers or plans examiners for each of the required disciplines with notes from the QC manager
5. Once the plan review is complete, True North QC Manager will perform quality control of the project by reviewing the project and comments prepared by the assigned plan review engineer/plans examiner.
6. Following the QC phase, final comments will be generated and sent to the Building & Safety Division staff and designated design team member.

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Transition and Implementation Plan

Our managers and staff are highly experienced in transitioning services from other consultants. We have successfully and effectively transitioned services from other consultants for our current clients such as City of the Del Mar, Carlsbad, Dana Point, Malibu, Redwood City, San Bruno and others. We are prepared to immediately engage with the City of Benicia's Building Official and other City staff to initiate the transition process. Elements of our implementation plan would include the following steps:

1. Our President and Director of Operations will hold an initial implementation meeting with the Chief Building Official and his staff as soon as the contract is signed to gain an insight on current key issues, challenges and needs of the Building & Safety Division.

2. Tour the City's Building Services operation and meet and greet with manager/staff of City departments that are involved in the development review and permitting process.

3. Meet with Planning Division managers to review current applications for discretionary review to gain insight of upcoming construction projects and key project conditions.

4. We would collect all policies and procedures of the Building & Safety Division's plan review and inspection process.

5. We would provide internal training to our staff on City of Benicia process, technical policies and other applicable local ordinances and regulations.

6. We will establish internal policy manual for City of Benicia plan review and inspection process to ensure our staff follows established procedures and local ordinances and regulations.

7. Set up the process and procedures for plan pick-up, delivery and return of plans.

8. Train our staff on the City's permitting software system (OpenGov).

9. We would develop standardized plan review checklists specific for the City of Benicia.

10. Process and deliver projects during the last week of transition to test the system and tweak as necessary.

11. Our President, Isam Hasenin will set up regular meetings with the Chief Building Official and other City managers to discuss process, procedures, technical issues and receive feedback on the performance of True North staff.

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Section V- Fee Proposal

True North Compliance Services is pleased to propose the following competitive fees for the services listed. Additional services not listed below may be negotiated.

Our pricing reflects our commitment to delivering the highest quality responsive and timely service to the City of Benicia. These include:

- Reduced plan review turnaround times.
- Ability to expedite plan review at the request of the City Building Official.
- Implementation of established electronic plan review processes.
- Highly qualified staff compensated commensurate with their duties and responsibilities.

PLAN REVIEW SERVICES

True North proposes to charge plan reviews shown in the following table. Our fee includes shipping and delivery of plans to/from City Hall.

Expedited Plan Check services will be charged at 150% of the proposed fees.
Revisions/Deferred Submittals/RFIs will be billed using the hourly rate table below.

Type of Plan Review	Rate
Initial Submittal Plan Review (includes up to two reviews)	70% of the Building Plan Review Fees
Subsequent Reviews	70% of the Building Plan Review Hourly Rates per City's Master Fee Schedule
Field Revisions or Deferred Submittal Reviews	70% of the Building Plan Review Hourly Rates per City's Master Fee Schedule
Projects with Calculated Plan Reviews Fees in Excess of $10,000	Plan review fee will be negotiated with City staff
Model Water Efficiency Landscape Ordinance (MWELO) Review	70% of the MWELO Plan Review Fees
Certified Floodplain Manager Reviews: Simple Floodplain Verification	70% of the Floodplain Plan Review Fees
Certified Floodplain Manager Reviews: Complex Floodplain Verification Initial plan review will include up to two reviews	$117.00 per hour
Building Official Support	75% of the Administrative Fee

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Section VI- References & Recent Project History

Our client base showcases a diverse range of geography, sizes, and types of construction projects. We serve clients in coastal cities such as Del Mar, Malibu, Huntington Beach, and Dana Point, as well as in larger urban areas like San Jose and Los Angeles County, where we handle a variety of construction projects. Additionally, we cater to mid-sized cities known for their concentration of high-tech and biotech projects, alongside various infill multifamily developments, including Redwood City, Burlingame, Pasadena, and Carlsbad.

While our clients are spread throughout the state, we pride ourselves on maintaining a boutique approach. This is achieved by providing personalized, attentive service and ensuring we are responsive and accessible to both our clients and their customers. Our commitment to quality service is reflected in the strong reputation of our president and team members, which allows us to meet the high expectations of our public agency partners.

Client	Dates	Services Provided
City of San Jose Lisa Joiner, Chief Building Official 200 E. Santa Clara St, San Jose, CA 95113 (408) 535-7757, lisa.joiner@sanjoseca.gov	2023-Current	Plan review & Inspection services
City of Redwood City Jonah Glen, Building Official 1017 Middlefield Rd, Redwood City, CA 94063 (650) 780-7358, jglen@redwoodcity.org	2020-Current	Plan review & Inspection services
City of San Bruno Darcy Axiaq, Building Official 567 El Camino Real, San Bruno, CA 94066 (650) 616-7020, daxiaq@sanbruno.ca.gov	2021-Current	Plan review & Inspection services
City of Burlingame Neda Zayer, Director of Community Development 501 Primrose Rd, Burlingame, CA 94010 (650) 558-7253, nzayer@burlingame.org	2021-Current	Plan review & Inspection services
City of Newark Mathew Farrell, Building Official 37101 Newark Blvd., Newark, CA 94560 (510) 578-4217, matthew.farrell@newark.org	2024-Current	Plan review & Inspection services
City of Malibu Yolanda Bundy, PE, Chief Building Official 23825 Stuart Ranch Rd, Malibu, CA 90265 (310) 804-6648, ybundy@malibucity.org	2021-Current	Plan review & Inspection services
City of Huntington Beach Jasmine Daley, Chief Building Official 2000 Main St, Huntington Beach, CA 92648 (714) 375-5147, Jasmine.daley@surfcity-hb.org	2021-Current	Plan review & Inspection services
City of Pasadena Jesse De Anda, Building Official Planning & Community Development 175 Garfield Ave, Pasadena, CA 91101	2020-Current	Plan review & Inspection services

(626) 744-7138, jdeanda@cityofpasadena.net		
City of La Habra Susan Kim, Community and Economic Development Director 110 E La Habra La Habra, CA 90631 (562) 383-4100, skim@lahabraca.gov	2020-Current	Plan review & Inspection services
City of Glendale Ara Sargsyan, Building Official 633 E. Broadway, Glendale, CA 91206 (818) 937-8104, asargsyan@glendaleca.gov	2023-Current	Plan review & Inspection services
City of Dana Point Brenda Wisneski, Director of Community Development Department 33282 Golden Lantern, Dana Point, CA 92629 (949) 248-3560, bwisneski@danapoint.org	2021-Current	Plan review & Inspection services
County of Los Angeles Fouad Barakat, Principal Engineer 4801 E 3rd St, Los Angeles, CA 90022 626-674-9021, fbarakat@dpw.lacounty.gov	2020-Current	Plan review services
City of Carlsbad Mike Strong, Assistant Director Community Development Department 1635 Faraday Ave, Carlsbad, CA 92008 (442) 339-2721, mike.strong@carlsbadca.gov	2022-Current	Plan Review, Inspection and Permit processing services
City of Del Mar Karen Brindley, Director of Planning Dept. 1050 Camino Del Mar, Del Mar, CA 92014 (858) 442-2512, kbrindley@delmar.ca.us	2020-Current	Building Official, Plan Review, Inspection and Permit processing services
City of San Marcos David Yorba, Chief Building Official 1 Civic Center Dr., San Marcos, CA 92069 (760) 744-1050 x3243, dyorba@san-marcos.net	2022-Current	Building Official, Plan Review, Inspection and Permit processing services
City of Chula Vista Shayne Wagner, Chief Building Official 276 Fourth Ave, Chula Vista, CA 91910 (619)409-1960, swagner@chulavistaca.gov	2022-Current	Building Official, Plan Review, Inspection and Permit processing services
City of Rialto Colby Cataldi, Director of Community Development 150 S. Palm Ave, Rialto, CA 92376 (909) 820-8008, ccataldi@rialtoca.gov	2022-Current	Building Official, Plan Review, Inspection and Permit processing services
City of Perris Jorge Caballero, Chief Building Official 101 North D St., Perris, CA 92570 (951) 643-6100 x415, jcaballero@cityofperris.org	2022-Current	Building Official, Plan Review, Inspection and Permit processing services

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Recent Project History

Our team members have performed reviews and/or inspections of thousands of projects over their long careers including hundreds of projects of variety of sizes and occupancies during their tenure with True North Compliance Services. True North has been a trusted partner for our clients to review the most complex high profile or sensitive projects including highly complex custom homes in Malibu and Dana Point to a large, enclosed IC-Hockey Arena for Riverside County, 30-story high rise mixed-use building in San Jose, multiple 5 or 6 story over concrete podiums mixed-use buildings in Pasadena, La Habra, Dana Point and Redwood City. In addition, we just started the review of a large $2-Billion complex of life sciences buildings in Burlingame which will include multiple high-rise buildings, many hazardous occupancy labs and other uses. We also reviewed multiple hotels, educational buildings for universities and OSHPD-3 clinics. Below is a listing of a few recent projects our team reviewed. We can provide many more if requested by the City.

1. Coachella Valley Sports Arena - Riverside County, CA: The arena serves as a multi-use facility for sporting events, concerts, and various exhibition-type events. The arena consists of two assembly seating areas, a primary seating bowl and a practice ice arena. True North Compliance Services provided the Building, MEP, and Fire Protection plan review for the arena.

Occupancy: A-4, A-3, A-2, B, M and S-2
Type of Construction: I-B Fully Sprinklered
Floor Area: 560,000 square feet
Number of Stories: 4
Valuation: $250 Million

2. BO Town- San Jose: This project consists of a 30-story mixed-use building with office, retail, conference facilities, restaurants and parking. True North Compliance Services provided the Building, MEP, and Fire Protection plan review for project.

Occupancy: R-2, B, M, A-2, S-2
Type of Construction: I-A
Floor Area: 900,000 square feet

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Number of Stories: 30 stories
Valuation: $250M

3. Stanford Medical Office Building- Redwood City: The site consisted of a new 9-story outpatient clinic hospital services building, a 5-story parking structure and site development. True Noth Compliance Services provide the Building, MEP and fire protection plan review for the entire site.

Occupancy: I-2.1 (OSHPD-3), A-3, B, F-1
Type of Construction: I-A Fully Sprinklered
Floor Area: 276,383 square feet
Number of Stories: 9

4. The Wave Hotel- Dana Point: This project consists of 3 stories below grade, 3 stories above grade high end hotel with conference facilities, restaurants and retail. True North Compliance Services provided the Building, MEP, and Fire Protection plan review for project.

Occupancy: R-1, A-2, A-3, M, B
Type of Construction: I-A, V-A

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Floor Area: 114,872 square feet
Number of Stories: 3 stories below grade, 3 stories above grade
Valuation: $25M

5. Top Golf- Burlingame: This project consists of a new three-story golf entertainment venue with restaurants, meeting spaces and associated improvements.

Occupancy: A-2, A-3, M and B
Type of Construction: II-B Fully Sprinklered
Floor Area: 70,663 square feet
Number of Stories: 3
Valuation: $25.5 Million

6. 1200-1340 Bayshore Highway – Burlingame: This project consists of the redevelopment of a 12-acre site with three, 11-story office/life science buildings totaling 1.46 million square feet. The project includes two, 10-story parking structures each with two levels of below grade parking. True North Compliance Services provided the preliminary code review, and will be providing the Building, MEP, Fire, grading and MWELO plan review for this project.

Occupancy: B, A-3, L, S-1 and S-2
Type of Construction: I-A Fully Sprinklered

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Floor Area: 1.5 million square feet
Number of Stories: 2-11 stories
Valuation: Over $2 billion.

7.Green Mills Place – Pasadena: This project consists of a new 4-story mixed use building and renovation of an existing historic building on the same site in Old Town Pasadena. True North Compliance Services provided the Building, MEP, Fire, grading and MWELO plan review for this project.

Occupancy: R-2, A-3, M and S-2
Type of Construction: III-A Fully Sprinklered
Floor Area: 26,607 square feet
Number of Stories: 4
Valuation: $17 Million

8. Best Western Plus Hotel - Adelanto: True North Compliance Services provided the Building and MEP plan review for the new 4-story hotel and associated site development. The hotel consisted of 54,000 square feet, 90 guest rooms, meeting rooms, a gymnasium, swimming pool, bar and restaurant.

Occupancy: R-1, A-2, A-3 and B
Type of Co: III-B
Valuation: $5.6M

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9. Impossible Foods – Redwood City, CA: This project consists of a 4-story tenant improvement for the Impossible Foods Research Facility. Scope of work included demo of existing walls, ceiling and MEP systems, creating new rooms, relocating of walls, ceilings, Electrical lighting and data systems, new AC/heating units, mechanical equipment, flooring, new bathrooms, etc. True North Compliance Services provided Building and MEP plan review for the project.

Occupancy: A-3, B and S-1
Type of Construction: II-A Fully Sprinklered
Floor Area: 150,622 square feet
Number of Stories: 4
Valuation: $12 Million

10. Divine Arts of Yoga Center – La Habra, CA: This project consists of a new religious institution and yoga center. The building contains classrooms, assembly halls, a dining hall and onsite living accommodation. True North Compliance Services provided the Building and MEP plan review for this project.

Occupancy: A-3, A-2 and R-3
Type of Construction: V-A Fully Sprinklered
Floor Area: 18,000 square feet
Number of Stories: 1, Valuation: $3,250,000

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11. Wilson Avenue Warehouse Project – Perris, CA: This project consists of a new concrete tilt-up warehouse building. True North Compliance Services provided the Building and MEP plan review for this project.

Occupancy: S-1, F-1 and B
Type of Construction: III-B Fully Sprinklered
Floor Area: 153,735 square feet
Number of Stories: 1
Valuation: $4,509,212.

12. 1021 Anacapa Drive – University California, Santa Barbara: This project consisted of a three–story tenant improvement in an existing office/training building. Scope of work included demo of existing walls, ceiling and MEP systems, creating new rooms, relocating of walls, ceilings, Electrical lighting and data systems, new AC/heating units, mechanical equipment, flooring, new bathrooms, etc. True North Compliance Services provided Building and MEP plan review for the project.

Occupancy: A-3, B and S-2
Type of Construction: V-A Fully Sprinklered
Floor Area: 13,158 square feet
Number of Stories: 3
Valuation: $1.2 Million

13. Strand Beach, Dana Point: True North Compliance Services provided the Building plan review for the new custom home located at "The Strand" in Dana Point. The dwelling consisted of 6,015 square feet of living space above grade, a 2,455 square foot basement below grade basement and a 2,246 square foot subterranean garage that is accessed through a car lift.

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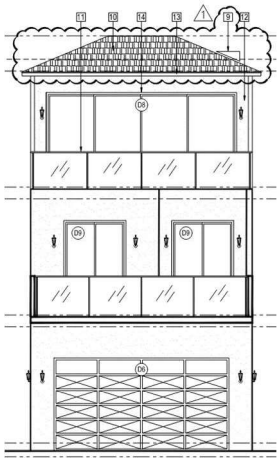
Valuation: 2.5 million

14. Alteryx- 500 Arguello Street, Redwood City. This project consisted of tenant improvements to an existing R& D facility. Scope of work included demo of existing walls, ceiling and MEP systems, relocating of walls, ceilings, Electrical lighting and data systems, new AC/heating units, mechanical equipment, flooring, new bathrooms, etc. True North Compliance Services provided Building and MEP plan review for the project.

Occupancy: A-3, B and S-2
Type of Construction: III-A Fully Sprinklered
Floor Area: 18,443 square feet
Number of Stories: 5
Valuation: $1.2 Million

15. 6th Street, Huntington Beach: True North Compliance Services provided the Building plan review for the new custom home in Huntington Beach. The dwelling consisted of 3-stories, a total of 3,100 square feet and an attached ADU.

Valuation: 1.1 million



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16. 1819 Aston Ave, Carlsbad, Ca- University California, Santa Barbara project: This project consisted of tenant improvement in an existing one-story building., The tenant space is used for mitigation monitoring purposes for ocean studies. Scope of work included demo of existing walls, ceiling and MEP systems, creating new rooms, relocating of walls, ceilings, Electrical lighting, new AC/heating units, mechanical equipment, flooring, new bathrooms, etc. True North Compliance Services provided Building and MEP plan review for the project.

Occupancy: B, S-1, F-1
Type of Construction: V-A Fully Sprinklered
Floor Area: 5,731 square feet
Number of Stories: 1
Valuation: $150,000

17. Moss Adams Pasadena TI, 225 South Lake Ave, # 900, Pasadena: This project consisted of large tenant improvements to an existing office space in a high-rise building. Scope of work included demo of existing walls, ceiling and MEP systems, relocating of walls, ceilings, Electrical lighting and data systems, new AC/heating units, mechanical equipment, flooring, new bathrooms, etc. True North Compliance Services provided Building and MEP plan review for the project.

Occupancy: B
Type of Construction: I-A Fully Sprinklered
Floor Area: 12,000 square feet
Number of Stories:16
Valuation: $620,000

18. Broad Center for Biological Sciences/David Van Valen Laboratory Renovation, 360 Wilson Ave, Building # 96, Pasadena: This project consisted of a renovation to an existing biological sciences laboratory in an existing R&D building. Scope of work included demo of existing walls, ceiling and MEP systems, relocating of walls, ceilings, Electrical lighting and data systems, new AC/heating units, mechanical equipment, flooring, new bathrooms, etc. True North Compliance Services provided Building and MEP plan review for the project.

Occupancy: B offices and research laboratories
Type of Construction: II-B Fully Sprinklered
Floor Area: 1,263 square feet
Number of Stories: 3 + Basement
Valuation: $145,000

19. California Institute of Technology- Professor Hsieh Laboratory Renovation, 1200 E. California Blvd, Building # 47, Pasadena: This project consisted of a renovation to an existing science laboratory in an existing R&D and classroom building. Scope of work included demo of existing walls, and MEP systems, relocating of walls, new AC/heating units, mechanical equipment, lab equipment, hazardous materials quantities determination, chemicals, fire alarms renovation, new bathrooms, etc. True North Compliance Services provided Building and MEP plan review for the project.

Occupancy: B, A-3, I-3, S

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Type of Construction: I-A Fully Sprinklered
Floor Area: 2,600 square feet
Number of Stories: 6
Valuation: $195,000

20. California Institute of Technology- Professor Hsieh Laboratory Renovation, 1200 E. California Blvd, Building # 47, Pasadena: This project consisted of a renovation to an existing science laboratory in an existing R&D and classroom building. Scope of work included demo of existing walls, and MEP systems, relocating of walls, new AC/heating units, mechanical equipment, lab equipment, hazardous materials quantities determination, chemicals, fire alarms renovation, new bathrooms, etc. True North Compliance Services provided Building and MEP plan review for the project.

Occupancy: B, A-3, I-3, S
Type of Construction: I-A Fully Sprinklered
Floor Area: 2,600 square feet
Number of Stories: 6
Valuation: $195,00

Docusign Envelope ID: 10FA1302-B810-47BD-A735-45F2F37FF6B0

Section VII- Philosophy/Ethical Standards

A primary reason for early success and rapid growth is our strong ethics and professional standards. Our Philosophy & Guiding Principles are: ***To provide highest quality, timely, cost-effective service and build strong successful long-term partnerships with municipal clients.***

Our core values in delivering building services are: **Ethics, Transparency, Collaboration, Communications, Excellent Customer Service, Empathy, Fiscal Prudence.**

We apply our philosophy & Guiding Principles along with our core values to everything we do in the day-to-day operations and in the delivery of all of our services. To that end, we will:

- ✓ Partner and collaborate with City's Building Official, Fire Marshal and their staff to deliver a streamlined and expeditious process for plan reviews.
- ✓ We deliver on every promise we make to our clients.
- ✓ Deliver timely, high-quality service.
- ✓ Thorough and complete plan review with clear concise comments during the first review to minimize delays and frustrations.
- ✓ Reasonable, practical yet safe approach to code compliance.
- ✓ Availability of our staff and managers to City staff and applicants.
- ✓ Free early global code review during discretionary process.
- ✓ ***Our motto is personal attentive service and excellence in the delivery of municipal services***.

We avoid any real or perception of conflict of interest and hold ourselves to the highest ethical standards in the delivery of our services. To that end, we have the following policies and procedures in place:

1. We only work for public agencies in the assessment and verification services. We do not perform any design services to private or public agencies.
2. We do not work for any private developers, designers or engineers.
3. Our staff is not permitted to perform any design or consulting work on their own in any client cities.
4. Our staff and managers are required to disclose any personal financial interest in any city client.
5. Our staff is not permitted to be involved in any way in project reviews, inspections or approval of their personal projects, or their family members or friends.
6. Or staff and managers are not permitted to accept gifts of any monetary value from clients or project applicants and contractors.
7. Or staff and managers are not permitted to develop personal relationships or friendships with project applicants or builders of projects they are working on.

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Section VIII- Acknowledgements

True North Compliance Services, Inc proposes no exceptions or deviations from the City's requirements and accepts the City of Benicia Standard Professional Services Agreement without exceptions.

True North Compliance Services, Inc. certifies that if selected, we will register with the City's digital insurance tracking platform, MyCOI, and ensure that insurance documentation is correctly uploaded to the system.

There are no litigation or claims threatened or filed, or filed then settled, against True North Compliance Services, Inc. in the past five years.

True North Compliance Services, Inc. does not have any projects or work that has been failed to be completed as awarded.

True North Compliance Services, Inc. is able to demonstrate the financial qualifications to undertake the Services defined by the RFP. If required by the City, we can provide financial statements for the last 3 years. In addition, we are able to provide a letter from our insurance broker attesting to the willingness to provide the required insurance coverages described in the Professional Services Agreement.

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APPENDIX: RESUMES

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Isam Hasenin, P.E., CBO

President/Building Official

Education

B.S. Degree - Civil Engineering
San Diego State University

M.S. Degree – Structural Engineering
Pennsylvania State University

Licenses and Certifications

- Licensed Professional Engineer in the State of California
- ICC Certified Building Official
- ICC Certified Plan Examiner

Professional Activities

- Vice Chair of the International Accreditation Services (IAS) 2008- 2016.
- California Building Standards Commission- Member and Vice Chair 2002-2010
- Vice-Chair of the Division of the State Architect Access Advisory Board 1995 – 2000
- ICC Education Committee 2000-2007
- CALBO Education Committee 1995-2002
- DSA Accessibility Committee 1992-1998
- Numerous other ad hoc professional committees

Affiliations

- International Code Council
- Member of the American Society of Civil Engineers.

Background

An accomplished senior-level technical manager and building official with over 25 years of experience in the code compliance services in both the private sector as well as the public sector. Isam developed an impeccable reputation, over his long career, as a forward-thinking customer services-centric public agency administrator, licensed Civil Engineer and technical manager providing high quality responsive service to public agencies and their citizens.

Experienced building official with hundreds of decisions and ruling on complex code issues, interpretation and application of equivalencies and Alternate Materials and Methods. Highly respected technical expert with many years of service on many technical standard writing committees. Served as a Vice Chair of the California Building Standard Commission for over 4 years responsible for the adoption and application of the building codes in California. Active participant in the code development & administration process both on the state and national levels and serving on many technical committees and boards.

Select Work Experience

True North Compliance Services, Inc.
President/ Building Official

Isam serves as Principal/Team Leader and main point contact for True North Compliance. He ensures that services are delivered in accordance with the Scope of Services established with the client; he recruits and hires staff; he provides oversight and management of all True North's staff; he manages the firm's rigorous quality control program; he provides technical and administrative training to staff and clients; assist clients in code adoption, development of policies and procedures and provide recommendations for alternative solutions and methods of compliance for unique complex code compliance challenges that don't fit squarely in the prescriptive provisions of the Code.

Bureau Veritas
Chief Operating Officer

Manage the code compliance division with hundreds of local building department clients throughout the U.S. Division; provides local jurisdictions and agencies with a comprehensive range of municipal services and building department operations including plan review, inspection and permit processing services and fire and health review services. Clients include over 200 cities and public agencies throughout the country.

City and County of San Francisco -Development Services
Director/Chief Building Official

Managed the Department of Building Inspection with a staff of over 400 and an operating budget exceeding $50 million. Responsible for the plan review and inspection process and code enforcement program for the city. As the Chief Building Official, led the adoption and local amendment process of the City's construction codes in compliance with state law, set technical policies and procedures for the application and enforcement of the City's codes, authored code interpretations and reviewed and acted upon numerous submitted requests for modifications or approvals of alternate materials and methods to prescriptive code requirements.

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- American Public Work Association
- AIA -San Diego Chapter
- AIA -Orange County Chapter

City of San Diego -Planning & Development Department
Chief Building Official/Chief Deputy Director

Managed the entire ministerial review and construction permits Division with a staff of over 300 and an operating budget exceeding $30 million. Responsible for the plan review and inspection process with functions and disciplines ranging from the traditional review and inspection of the California Codes to civil engineering reviews, public improvement plans, drainage and grades, traffic and transportation engineering review, landscape and zoning, geology, mapping review and the fire services section responsible for plan review and inspection of fire suppression systems, sprinklers, alarm systems, hazardous materials and fire department access. Managed staff included professional engineers in many disciplines, certified inspectors in all construction trades, planners, landscape architects, licensed surveyors, engineering geologists, fire fighters, counter technicians, and administrative and clerical staff. As the Chief Building Official, led the adoption and local amendment process of the City's construction codes in compliance with state law; set technical policies and procedures for the application and enforcement of the City's codes; author code interpretations and review and act upon numerous submitted requests for modifications or approvals of alternate materials and methods to prescriptive code requirements.

City of Long Beach -Department Building & Planning
Engineering & Operations Officer/Chief Engineer

Managed the Plan Review and Engineering Services Division, the Development Services Center and the Office and Support Division. The combined staff of the three divisions was over 22 with an operating budget of over $2 million. Duties included supervision of the professional engineering staff and inspectors performing the review and subsequent approval of proposed building structural, mechanical, plumbing and electrical plans for compliance with local and State codes; providing code interpretations; reviewing requests for modifications or approvals of alternates to prescriptive code requirements. Other duties included acting as the lead senior technical manager for the City's Access Appeals Board and leading the City's efforts in the upcoming adoption of the latest editions of model building codes.

City of San Diego -Planning & Development Department
Senior Structural Engineer

Planned, assigned, and directed the work of plan check engineers. Consulted with contractors, architects, and building owners regarding application of building codes and other state and local ordinances. Performed structural damage assessments and feasibility studies. Researched and determined acceptability of new materials and methods of construction. Trained and evaluated work performance of subordinates. Managed complex projects for division. Provided leadership and direction to staff. Provided second opinion to customers and was responsible for resolution of project-related conflicts. Served on committees and performed special assignments.

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Amar Hasenin

Director of Operations/ Senior Plan Review Engineer

Education

B.S. Degree - Civil Engineering
Long Beach State University

Certifications

- ICC- certified Building Plans Examiner
- ICC- certified Building Inspector
- ICC-certified Commercial Plumbing Plans Examiner
- ICC-certified Commercial Plumbing Inspector
- ICC-certified Accessibility Plans Examiner and Inspector

Background

An accomplished technical manager, director of operations and plan review engineer with over 10 years of experience in the code compliance services in both the private sector as well as the public sector. Amar is an effective manager of building operations and managing the needs of our public agency partners and delivering high quality, responsive and timely service.
A graduate engineer and ICC-certified plans examiner with many years of experience as a design engineer and Plan Reviewer of the entire range of construction projects ranging from small residential projects to complex commercial facilities, R&D, hazardous occupancies, biotech industry and mixed-use projects. Amar provided in-house plan review and counter services for various jurisdictions throughout the state. He provides recommendations and solution to complex code-compliance issues to building officials. Amar managed regional operations for third party consultants throughout the state of California.

Work Experience

True North Compliance Service, Inc.
Director of Operations/Senior Plan Review Engineer

As the Director of Operations for True North, Amar serves as the day-to-day operational and technical manager for True North. He ensures that services are delivered in accordance with contracts and meeting clients' needs and expectations; He recruits and hires staff; he provides oversight and management of all True North's staff; He will assign and monitor the workload of staff, quality of reviews and timeliness of the review process; He manages the firm's rigorous quality control program; He provides technical and administrative training to staff and clients; He assists clients in code adoption, development of policies and procedures and provides recommendations for alternative solutions and methods of compliance for unique complex code compliance challenges. Amar is also a senior-level Plan Reviewer who performs reviews on the entire range of constructions projects, especially complex buildings such as large mixed-use projects, R&D facilities, hazardous materials, labs, educational uses and large assembly occupancies.

West Coast Code Consultants
Regional Manager

Amar served as the Southern California Regional Manager for the firm providing building department services to multiple public agencies throughout the region. He also served a supervising Plan Reviewer for the Peninsula office of the firm. He served as in-house plan reviewer in multiple jurisdictions throughout the state including Redwood City and Dana Point. Amar was also the key plan reviewer of complex and challenging construction projects.

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CSG Consultants
Plan Examiner

Reviewed plans and specification to ensure compliance with building codes, regulations and ordinances. Performed in-house plan review and counter plan check services for several cities including Fontana, Fullerton, Redlands, County of San Bernardino and the City of Huntington Beach.

Hasenin Consulting Engineers
Design Engineer

Performed design services for residential projects; used AUTOCAD to prepare structural drawings and details; prepared cost estimates; consulted with homeowners and contractors; provided inspections of construction projects; provided design of grading and other public improvements and developed AutoCAD drawing; interacted with local building and engineering departments for review and approval of submitted projects; performed site assessments, took measurements and prepared drawings; performed ADA site assessments and measurements; performed site assessments of damaged commercial and assembly buildings for insurance companies to determine extent of damage and required code upgrades.

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Gary Ho, SE, PE

Senior Structural Review Engineer

Education

B.S. Degree - Civil Engineering
University of California-Davis

M.S. Degree - Civil Engineering
Utah State University

Licenses and Certifications

- Licensed Structural Engineer in the State of California
- Licensed Civil Engineer in the State of California
- ICC Certified Plans Examiner
- ICC Certified Building Inspector
- ICC Certified Accessibility Plans Examiner

Background

Highly accomplished Professional Engineer who is effective at reviewing the entire range of residential and commercial plans for compliance with applicable building codes. Detail-oriented and analytical professional with an efficient and thorough approach. Proficient licensed plans check engineer who is knowledgeable about current codes and their effective interpretation.

Select Work Experience

True North Compliance Services, Inc.
Senior Structural Engineer

Perform plan review of the entire range of residential, commercial and industrial projects; examine and check structural engineering designs, calculations and plans for conformance with adopted Building Codes and local ordinance and regulations. Provide interpretations of building codes, State laws and local ordinances to city staff and the public; evaluate alternate methods of construction/materials and provides recommendations; provide technical assistance to city staff; determine valuation and building fees; check calculations and test reports; provide assistance and information to contractors, architects, engineers and the public in the solution of routine building problems and the interpretation of building codes and ordinances; check plans for compliance with California Title 24, Energy and Disabled Access Requirements; maintain liaison with city staff related to project reviews and code compliance.

City of San Francisco -Department of Building Inspections
Plan Review Engineer

Joined the department in December 1994 as an Associate Civil Engineer, promoted to Civil Engineer in July 1997, to Structural Engineer in October 2001 and Senior Engineer in July 2017. Managed permit processing and reviewing for all building permit applications in the City. Structural, Architectural and Accessibilities plan review for compliance of applicable codes. Plan review buildings for all types of construction and occupancy classifications; projects include alternation, addition and retrofitting of existing buildings, and new constructions ranging from single story to multi-stories tall buildings.

AGS
Senior Structural Design Engineer

Provided structural evaluation and reports of existing buildings. Prepared structural calculations, specifications and plans for retrofitting of commercial and residential buildings. Reviewed plans for structural compliance. Prepared proposals and presentations of projects to clients. Set up design criteria, budgets and schedules of projects. Supervised staff engineers and designers in preparing calculations, specification and plans for projects. Provided co-ordinations of projects between clients, architects, engineers and contractors. Provided construction support and field inspection.

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Aaron Beebe, PE, SE

Structural Plan Review Engineer

Education

M.S. Degree – Structural Engineering
Purdue University

B.S. Degree – Structural Engineering
Purdue University

Licenses and Certifications

- Licensed Structural Engineer in the State of California
- Licensed Engineer in the State of California
- LEED Accredited Professional
- Registered California Emergency Management Agency Safety Assessment Program Evaluator (SAP)
- Certified DSA Structural Plan Reviewer

Background

Over 20 years of experience in structural design and plan review of a wide range of structures and building from single family homes to high-rise, mixed use, schools, courts, and prisons. Management of design team members and supervise the work of engineers and draft persons; directed project staff in preparing contract documents, such as drawings and specifications; communicate with clients to understand project requirements and resolve complex engineering problems.

Work Experience

True North Compliance Services, Inc.
Structural Plan Review Engineer

Provide structural plan review for various projects. Review projects including single family/duplex residential construction, multifamily residential construction, commercial construction, and non-building structures. Review and evaluate architectural and structural construction documents submitted for permit approval from various municipalities utilizing applicable codes/standards/guidelines/laws, code interpretation, appropriate municipal ordinances and construction and engineering standards; interact and communicate with design professionals and city staff on technical requirements and plan review comments; provide technical assistance to city staff; perform structural inspections in the field as needed; determine valuation and building fees; check calculations and test reports; provide assistance and information to contractors, architects, engineers and the public in the solution of complex building problems and the interpretation of building codes, structural standards and ordinances.

Division of State Architect
Senior Structural Engineer

Structural plan review of more than $500M of California K-12 and Community College projects; review and evaluate structural construction documents submitted for permit approval utilizing applicable state codes/standards/guidelines/laws, code interpretation and construction and engineering standards, determine review fees, and authorize the release of approved documents for construction; check engineering calculations and provide timely oral and/or written communication detailing design and/or construction deficiencies in plans and specifications; interact with the school district project managers, design consultants and contractors, to communicate permit application procedures and regulatory and code requirements and interpretations.
- Participate in recommending and establishing technical policies, procedures, standards, guidelines, and specifications for plan review and construction of public schools.

Thornton Tomasetti
Vice President, San Diego Office Manager

Managed the San Diego office for a national structural engineering firm; assigned the work to design engineers; provided technical leadership and direction to design engineers; set up design criteria for new structural design of new projects; Structural design engineer for highly complex structures and buildings including university buildings, courthouses and high-rise buildings, complex non-building structures and unusual structures.

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Henry Hadidi, Ph.D., S.E.

Senior Structural Plan Review Engineer

Education

Ph.D. Degree -Structural Engineering
Stanford University

M.S Degree - Structural Engineering
Stanford University

Licenses and Certifications

- Licensed Professional Engineer in the State of California
- Licensed Structural Engineer in the State of California
- ICC certified Plans Examiner

Background

Mr. Hadidi is a highly respected structural engineer. He has over 30 years in structural plan check and structural design field. With a Ph.D. degree is structural Engineering from Stanford University and many years of experience designing the full range of structures including complex building and structures. He also has years of experience in structural review of variety of buildings and structures.

Select Work Experience

True North Compliance Services, Inc.
Senior Structural Plan Review Engineer

Provide structural plan review for various projects. Review projects including single family/duplex residential construction, multifamily residential construction, commercial construction, and non-building structures. Review and evaluate architectural and structural construction documents submitted for permit approval from various municipalities utilizing applicable codes/standards/guidelines/laws, code interpretation, appropriate municipal ordinances and construction and engineering standards; interact and communicate with design professionals and city staff on technical requirements and plan review comments; provide technical assistance to city staff; perform structural inspections in the field as needed; determine valuation and building fees; check calculations and test reports; provide assistance and information to contractors, architects, engineers and the public in the solution of complex building problems and the interpretation of building codes, structural standards and ordinances. Henry is the go-to Structural Plan Review Engineer for complex structures and challenging issues.

Various Public Agencies
Structural Plan Review Engineer

Provided structural plan review for many state agencies such as DSA, DGS, LAUSD throughout California. Projects reviewed included the seismic retrofit of two reinforced concrete building at Atascadero State Hospital in Atascadero, of numerous hospital buildings as part of plan check review for OSHPD, Westinghouse AP 1000 nuclear power plants, the design of a segment of the Los Angeles Metropolitan Purple Line underground metro tunnel in Los Angeles, California, as part of LA Metro internal review, seismic retrofit of the Caltrans Headquarters buildings located at Sacramento, California.

Owen Group
Structural Engineer

Provided structural analysis and design for variety of buildings and structures, ranging from single family residential to multi-story apartment, commercial buildings.

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Allen Lang, PE, SE

Structural Plan Review Engineer

Education

M.S. Degree – Structural Engineering
University of Virginia

B.S. Degree - Civil Engineering
Taiwan Municipal College

Licenses and Certifications

- Licensed Structural Engineer in the State of California
- Licensed Engineer in the State of California
- ICC Certified Plan Examiner

Background

Allen is a seasoned engineer and building official with extensive experience in all aspects of building department functions. Highly technical expertise in structural engineering of complex buildings. Building Official for many local cities in the Bay Area. Provides technical support and training to staff and clients.

Select Work Experience

True North Compliance Services, Inc.
Structural Review Engineer

Provide structural plan review for various projects. Review projects including single family/duplex residential construction, multifamily residential construction, commercial construction, and non-building structures. Review and evaluate architectural and structural construction documents submitted for permit approval from various municipalities utilizing applicable codes/standards/guidelines/laws, code interpretation, appropriate municipal ordinances and construction and engineering standards; interact and communicate with design professionals and city staff on technical requirements and plan review comments; provide technical assistance to city staff; perform structural inspections in the field as needed; determine valuation and building fees; check calculations and test reports; provide assistance and information to contractors, architects, engineers and the public in the solution of complex building problems and the interpretation of building codes, structural standards and ordinances.

City of Santa Clara
Interim Building Official

Plan, organize and maintain the daily operation of the Building Department. Managed 36 people in the Permit Center, plan check, inspections, and code enforcement. Participated in preliminary, plan review and preconstruction for high profile projects.

City of Fremont
Special Program Manager Community Development Department

Managing Plan Check division in Plans and Permit and developing special programs and processes improvements for the City.

County of Alameda
Building Official

Managing the Building Department including permit center, plan check, inspection, and code enforcement with an annual budget of over $3M and a staff of 17. Serve as technical advisor to the County Board of Supervisors. Led many initiatives to improve and streamline service and automate the permitting process.

City of San Jose
Department of Building & Planning Program Manager

Managed a special program to assist applicants for over the counter projects to improve service and expedite review and permitting. Prior to that, managed plan review team, assigned work and evaluated performance of staff. Conducted plan review of complex projects and interacted with designers and applicants.

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Daniel H. Lee, S.E.

Senior Structural Plan Review Engineer

Education

B.S. Degree – Civil Engineering
University of California Berkeley

Licenses and Certifications

- Structural Engineer in California & Hawaii
- Civil Engineer in California & Hawaii
- ICC Certified Building Official
- ICC Building Plans Examiner

Background

30 years of expertise as a technical expert. Planned, assigned, and directed the work of plan check engineers. Consulted with contractors, architects, and building owners regarding application of building codes and other state and local ordinances. Performed structural damage assessments and feasibility studies. Researched and determined acceptability of new materials and methods of construction. Seismic design in structural engineering consulting firms. Structural plan review in California and Hawaii building departments. Responsible for plan review of complex and challenging building.

Select Work Experience

True North Compliance Services, Inc.
Structural Plan Review Engineer

Provide structural plan review for various projects. Review projects including single family/duplex residential construction, multifamily residential construction, commercial construction, and non-building structures. Review and evaluate architectural and structural construction documents submitted for permit approval from various municipalities utilizing applicable codes/standards/guidelines/laws, code interpretation, appropriate municipal ordinances and construction and engineering standards; interact and communicate with design professionals and city staff on technical requirements and plan review comments; provide technical assistance to city staff; perform structural inspections in the field as needed; determine valuation and building fees; check calculations and test reports; provide assistance and information to contractors, architects, engineers and the public in the solution of complex building problems and the interpretation of building codes, structural standards and ordinances.

County of Hawaii -Department of Public Work
Structural Engineer

Responsible for the structural plan review and approval of all complex residential and commercial buildings on the Island of Hawaii. Provide code interpretations and engineered solutions/technical responses to architects, engineers, drafting personnel, contractors, and owners. Conduct in-house and public (island-wide) training seminars on local building codes and other engineering/field-inspection related topics as needed. Perform the structural design of minor County-funded buildings and structures. Work closely with County building inspectors to ensure buildings are constructed in conformance with the plans & create County standard designs for the public.

Bureau Veritas North America Inc.
Consultant

Senior Structural Engineer and plan review specialist. Responsible for the structural plan review of high-rise, commercial, and residential buildings (See Major USA Plan Review Projects on page 1 for some recent projects) - Third party plan reviewer for the City and County of Honolulu.

City of Dana Point
Senior Structural Engineer

Served as a division head within Building and Safety. Reviewed designs and checked calculations for complex custom-built residential homes, commercial buildings, and earth-retaining structures. Directed and supervised inspection staff in resolving difficult field problems. Coordinated and expedited plan check activities with other departments and outside agencies. Prepared technical guidelines/manuals and provided training to the staff and public. Created city standard designs as needed.

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City of Huntington Beach
Senior Plan Check Engineer

Reviewed architectural and structural designs (plans and specifications) from a life safety and engineering standpoint to ensure compliance with all applicable codes and regulations for fire and life safety, structural integrity, disabled access, energy and utilities requirements. Worked effectively and sensitively in teams and with government counterparts. Provided information and solutions to developers, architects, engineers, contractors, and owners regarding matters such as design, engineering, and regulations governing building plans and construction. Supervised the Permit and Plan Check Services Division in the absence of the Division Head/ Manager.

City of Long Beach
Civil Plan Check Engineer

Performed building, structural, and life safety design reviews of commercial, industrial, and residential buildings per uniform codes, state of California regulations, and local ordinances. Presented departmental reports at monthly community development program meetings. Enforced city environmental codes of practice. Evaluated the performance of consultant engineers. Conducted training seminar to the inspection/engineering staff.

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Hamid Irannejad, S.E., P.E.

Senior Structural Plan Review Engineer

Education

M.S. Degree & B.S Degree–Structural/Civil Engineering
University of Akron

Licenses and Certifications

- Licensed Structural Engineer in the State of California

Background

Hamid has a Master of Science degree in Civil/Structural Engineering and a Bachelor of Science degree in Civil Engineering. Hamid has over 25 years of plan check experience as the Lead Senior Structural Engineer/ managing the day-to-day operations of the Structural Plan Check Discipline, Senior/supervising Structural Engineer and Associate/plan check Engineer with the City of San Diego Development Services Department. In San Diego, Hamid oversaw review of major projects such as mid-rise and high-rise residential and commercial buildings as well as many other types of complex structures and occupancies. Hamid has over 14 years of structural design experience of residential and commercial buildings and other structures including 8 years of structural design of steel and concrete-framed high-rise buildings with CBM Engineers, Inc. in Houston, Texas. Hamid provides structural plan check on major buildings. He is a licensed Structural and Civil Engineer in the State of California.

Select Work Experience

True North Compliance Services, Inc.
Structural Plan Review Engineer

Provide structural plan review for various projects. Review projects including single family/duplex residential construction, multifamily residential construction, commercial construction, and non-building structures. Review and evaluate architectural and structural construction documents submitted for permit approval from various municipalities utilizing applicable codes/standards/guidelines/laws, code interpretation, appropriate municipal ordinances and construction and engineering standards; interact and communicate with design professionals and city staff on technical requirements and plan review comments; provide technical assistance to city staff; perform structural inspections in the field as needed; determine valuation and building fees; check calculations and test reports; provide assistance and information to contractors, architects, engineers and the public in the solution of complex building problems and the interpretation of building codes, structural standards and ordinances.

City of San Diego
Senior Structural Engineer

As a Senior Structural Engineer with City of San Diego, Development Services Department, Mr. Zamani is responsible to supervise team of up to six Associates and Assistants Structural Engineers to review architectural, structural plans, structural calculations and construction specifications to verify their conformance and compliance with current California Building Codes (CBC) and local amendments for Life Safety, Structural, and Disabled Access requirements. He is also responsible to provide preliminary reviews and code interpretations for large and complex projects prior to their full submittal for plan check.

City of San Diego
Structural Engineer Associate

As a Structural Engineer Associate with City of San Diego Development Services Department, He was responsible to review architectural, structural, plans, structural calculations and specifications to verify their conformance and compliance with current CBC and local amendments for Life Safety, Structural, and Disabled Access requirements.

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CBM Engineers

Structural Design Engineer

Provided structural analysis and design for all type's buildings and structures, ranging from single family residential to multi-story apartment, commercial buildings. Hamid has over 14 years of structural design experience of residential and commercial buildings and other structures including 8 years of structural design of steel and concrete-framed high-rise buildings with CBM Engineers, Inc. in Houston, Texas.

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Edward Alexanians, P.E., S.E.

Senior Structural Plan Review Engineer

Education

M.S Degree -Structural Engineering
UCLA

M.S Degree -Structural Engineering
Tehran University

Licenses and Certifications

- Licensed Professional Engineer in the State of California
- Licensed Structural Engineer in the State of California

Background

Ed is an accomplished and highly respected structural engineer. He has over 30 years in structural plan check and structural design field. He has designed or reviewed thousands of projects over his career including high rise buildings, hotels, mixed-use buildings with subterranean garage, concrete parking structures, university projects and many others. He specializes in complex and unique structural projects. Samples of complex projects reviewed by Ed included : The Burbank Studios high-rise concrete office buildings, four high-rise buildings with parking structure in the City of Burbank, Waldorf Astoria, a thirteen-story concrete hotel in Beverly Hills, nine-story office and dorm and a five-story hotel in El Segundo, nine and seven-story office buildings in Burbank, three-story hotel conversion into condominiums in Hancock Park, multi-unit apartment buildings with subterranean garage, Chase Bank building and a multi-story mixed used occupancy building, five-story post tension concrete open parking structure in the City of Alhambra, two high-rise buildings in Beverly Hills, several Cal State university facilities

Select Work Experience

True North Compliance Services, Inc.
Senior Structural Plan Review Engineer

Provide structural plan review for various projects. Review projects including single family/duplex residential construction, multifamily residential construction, commercial construction, and non-building structures. Review and evaluate architectural and structural construction documents submitted for permit approval from various municipalities utilizing applicable codes/standards/guidelines/laws, code interpretation, appropriate municipal ordinances and construction and engineering standards; interact and communicate with design professionals and city staff on technical requirements and plan review comments; provide technical assistance to city staff; perform structural inspections in the field as needed; determine valuation and building fees; check calculations and test reports; provide assistance and information to contractors, architects, engineers and the public in the solution of complex building problems and the interpretation of building codes, structural standards and ordinances.

County of Los Angeles
Office Manager
Supervision of plan checking, permitting and inspection services for the South Whittier District Office and two contract cities of La Mirada and Santa Fe Springs. Supervision of the plan check engineers, permit technicians and inspectors. Interpretation of the Building Code requirements and conflict resolution between the public and office staff. Responding to the Board of Supervisors' inquiries about the area's issues.

County of Los Angeles
Supervising Civil Engineer
Senior plan check engineer, responsible for review of complex structures, high-rise and mid-rise buildings, amusement rides at the Universal and Six-Flags Magic Mountain and earthquake damaged buildings for the Los Angeles County Building Code compliance. A team member for damage assessment of several buildings after the Los Angeles riots and the 1994 Northridge Earthquake.

Frank Lucas & Assoc.
Design Structural Engineer
Design of a variety of structures and buildings throughout the region.

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Bachar Koujah, P.E., CASp

Senior Plan Review Engineer

Education

B.S. Degree -Civil Engineering

M.S. Degree - Structural Engineering

Licenses and Certifications

- Licensed Engineer in the State of California
- CASp
- Building Inspector

Background

Over 25 years experience as a plan check engineer. Highly accomplished Professional Engineer and CASp who is effective at reviewing the entire range of residential and commercial plans for compliance with applicable building codes. Detail-oriented and analytical professional with an efficient and thorough approach. Proficient licensed plans check engineer who is knowledgeable about current codes and their effective interpretation.

Select Work Experience

True North Compliance Services, Inc.

Plan Review Engineer

Perform plan review of the entire range of residential, commercial and industrial projects; examine and check structural engineering designs, calculations and plans for conformance with adopted Building Codes and local ordinance and regulations; perform plan review of electrical, mechanical and plumbing projects for conformance with the Mechanical Code, Plumbing Code and National Electrical Code and local ordinances and regulations; provide interpretations of building codes, State laws and local ordinances to city staff and the public; evaluate alternate methods of construction/materials and provides recommendations; provide technical assistance to city staff; perform CASp plan reviews and inspections and prepare CASp reports as needed; check plans for compliance with California Title 24, Energy and Disabled Access Requirements; maintain liaison with city staff related to project reviews and code compliance.

Bureau Veritas

Plan Review Engineer

Combination plan review engineer for the full range of construction projects for conformance with adopted Building Codes and local ordinance and regulations; performed plan review of electrical, mechanical and plumbing projects for conformance with the Mechanical Code, Plumbing Code and National Electrical Code and local ordinances and regulations; served as in-house plan check engineer at the City of Corona; provided technical assistance to city staff; performed CASp plan reviews and inspections.

City of Irvine

Senior Plan Check Engineer

Plan review of architectural & structural plans for large, medium, & small sized residential & commercial projects. Enforce all applicable building codes including fire, life safety, and accessibility requirements. Coordinate a smooth process between clients and the City to ensure great customer service in meeting code requirements per the Building Code. Advised and interpreted codes to homeowners, business owners, laymen, contractors, architects, and the public; and coordinated inspection activities and the construction progress with other City departments and outside agencies as needed. Mentored and supervise colleagues to improve their skills and education by providing technical knowledge.

City of Riverside

Plan Review Engineer

Plan review of architectural & structural plans for large, medium, & small sized residential & commercial projects. Enforced all applicable building codes including fire, life safety, and accessibility requirements. Coordinated a smooth process between clients and the City to ensure great customer service in meeting code requirements per the Building Code.

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Scot Weisse, P.E.

Senior Plan Review Engineer

Education

B.S. Degree- Architectural Engineering- California Polytechnical University, San Luis Obispo

Licenses and Certifications

- Licensed Engineer in the State of California
- CA Commercial Building Plans Examiner

Background

California Licensed Civil Engineer with nineteen years of experience in structural engineering, construction, and plan review of the entire range of construction projects. Areas of expertise include structural engineering and plan checking complex commercial and residential projects. Detail-oriented and analytical professional with an efficient and thorough approach. Proficient licensed plans check engineer who is knowledgeable about current codes and their effective interpretation.

Select Work Experience

True North Compliance Services, Inc.

Plan Review Engineer

Perform plan review of the entire range of residential, commercial and industrial projects; examine and check structural engineering designs, calculations and plans for conformance with adopted Building Codes and local ordinance and regulations; perform plan review of electrical, mechanical and plumbing projects for conformance with the Mechanical Code, Plumbing Code and National Electrical Code and local ordinances and regulations; provide interpretations of building codes, State laws and local ordinances to city staff and the public; evaluate alternate methods of construction/materials and provides recommendations; provide technical assistance to city staff; check plans for compliance with California Title 24, Energy and Disabled Access Requirements; maintain liaison with city staff related to project reviews and code compliance.

City of Ventura

Supervising Plan Check Engineer

Manage the plan check and permit counter operations for the city. Plan check architectural & structural plans for large, medium, & small sized residential & commercial projects. Enforce all applicable building codes including fire, life safety, and accessibility requirements. Coordinate a smooth process between clients and the City to ensure great customer service in meeting code requirements per the Building Code. Advised and interpreted codes to homeowners, business owners, laymen, contractors, architects, and the public; and coordinated inspection activities and the construction progress with other City departments and outside agencies as needed. Mentored and supervise colleagues to improve their skills and education by providing technical knowledge; served as acting building official in the absence of the building official

Li & Associates

Senior Design Engineer

Served as lead engineer / project manager for multiple projects; met with clients, architects, contractors and building officials; designed simple to large residential and commercial projects including complex lateral and gravity systems; developed plans and details for construction; construction administration; managed project budgets and time schedules; delegating work to draftsmen and other engineers.

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Robert Chun, P.E.

Senior Plan Review Engineer

Education

B.S. Degree - Civil Engineering
University of California-Berkeley

M.S. Degree - Civil Engineering
San Jose State University

Licenses and Certifications

- Licensed Engineer in the State of California

Background

Highly accomplished Professional Engineer who is effective at reviewing the entire range of residential and commercial plans for compliance with applicable building codes. Detail-oriented and analytical professional with an efficient and thorough approach. Proficient licensed plans check engineer who is knowledgeable about current codes and their effective interpretation.

Select Work Experience

True North Compliance Services, Inc.
Plan Review Engineer

Perform plan review of the entire range of residential, commercial and industrial projects; examine and check structural engineering designs, calculations and plans for conformance with adopted Building Codes and local ordinance and regulations; perform plan review of electrical, mechanical and plumbing projects for conformance with the Mechanical Code, Plumbing Code and National Electrical Code and local ordinances and regulations; provide interpretations of building codes, State laws and local ordinances to city staff and the public; evaluate alternate methods of construction/materials and provides recommendations; provide technical assistance to city staff; perform structural inspections in the field as needed; determine valuation and building fees; check calculations and test reports; provide assistance and information to contractors, architects, engineers and the public in the solution of routine building problems and the interpretation of building codes and ordinances; check plans for compliance with California Title 24, Energy and Disabled Access Requirements; maintain liaison with city staff related to project reviews and code compliance.

City and County of San Francisco- Department of Building Inspection
Senior Plan Check Engineer

Plan check architectural & structural plans for large, medium, & small sized residential & commercial projects. Enforce all applicable building codes including fire, life safety, and accessibility requirements. Coordinate a smooth process between clients and the City to ensure great customer service in meeting code requirements per the Building Code. Advised and interpreted codes to homeowners, business owners, laymen, contractors, architects, and the public; and coordinated inspection activities and the construction progress with other City departments and outside agencies as needed. Mentored and supervise colleagues to improve their skills and education by providing technical knowledge. Managed the City's Soft Story Program.

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Mohamad Elasaad, PE

Civil Engineer

Education

B.S. Degree - Civil Engineering

Licenses and Certifications

- Licensed Civil Engineer in the State of California

Background

Mohamad Elasaad has over 30 years of California and International experience in Engineering Design and Project Management in the development business of variety of building structures, marine structures, large-scale mixed-use master plans, commercial and residential projects, and bridges. Throughout his career, Mohamad has acquired a tremendous ability of recognizing construction and design issues before they become potential problems. He is able to resolve technical issues, integrating all project objectives and goals to meet the targeted schedule without compromising the level of safety

Select Work Experience

True North Compliance Services, Inc.
Senior Civil Engineer

Review of building and engineering plans for compliance with public standards and building codes. Reviews include complex structures and large subdivisions.

Los Angeles County Department of Public Works
Senior Civil Engineer (Office Manager)
Supervise plan check engineers, building inspectors and permit technicians. Manage the plan review and inspection process for Antelope Valley office of Los Angeles County. Coordinate with design consultants and developers to ensure the safety of local and state rules and regulations are properly implemented and achieved

Los Angeles County Department of Public Work
Senior Civil Engineer

Plan review of commercial, residential and industrial building projects for building codes and engineering standards. Work with other LA County departments and the public to coordinate permit review process. Long-term experience ensuring the Building Code is applied correctly to ensure design standards are properly implemented.

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Kylie Gonsalves, PE

Plan Review Engineer

Education

B.S. Degree - Civil Engineering
California Polytechnical University- Pomona

Licenses and Certifications

- Licensed Engineer in the State of California

Accomplishments

- Chi Epsilon; Civil Engineering Honor Society
- Cum Laude

Background

Highly accomplished Professional Engineer with over 8 years of experience as a plan check engineer. Highly competent at reviewing residential and commercial plans for compliance with applicable building codes. Detail-oriented and analytical professional with an efficient and thorough approach. Proficient licensed plans examiner who is knowledgeable about current codes and their effective interpretation.

Work Experience

True North Compliance Services, Inc.

Plan Review Engineer

Perform plan review of the entire range of residential, commercial and industrial projects; examine and check structural engineering designs, calculations and plans for conformance with adopted Building Codes and local ordinance and regulations; perform plan review of electrical, mechanical and plumbing projects for conformance with the Mechanical Code, Plumbing Code and National Electrical Code and local ordinances and regulations; provide interpretations of building codes, State laws and local ordinances to city staff and the public; provide technical assistance to city staff; check plans for compliance with California Title 24, Energy and Disabled Access Requirements; maintain liaison with city staff related to project reviews and code compliance.

CSG

Plan Review Engineer

Reviewed Architectural, Structural, Mechanical, Electrical and Plumbing drawings for code compliance and structural integrity on behalf of various jurisdictions/agencies; provided in-house and over-the-counter review services for the Cities of Redlands and Huntington Beach.

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Rene Avila

Interim Building Official

Education

- Public Administration/ Political Science- California Baptist University

Background

Rene is a seasoned and experienced combination building inspector, supervisor and building official. He is a dedicated professional with strong interpersonal skills and great customer service. He is capable, dependable, detail-oriented, conscientious, courteous, helpful and will look for ways to help customers find solutions during his inspections. He works very well under pressure and in a fast-paced environment. He builds and maintains positive working relationships with peers, management, and customers. He has excellent organizational skills, computer savvy and a proven ability to adhere to the established procedures of the jurisdiction.

Select Work Experience

True North Compliance Services, Inc.

Interim Building Official/Senior Building Inspector

Rene serves as a True North Compliance Services interim building official when requested by our clients. As an Interim Building Official for client cities, Rene provides leadership and technical support to the Building Division staff. He reviews plans; provides over the counter plan review; conducts field inspections; attends weekly staff meetings; provides recommendations to staff as it relates to code application/interpretations and other Building Department questions; he works with other departments and agencies to facilitate customer requests and needs.

He also conducts field inspections of a variety of construction projects for compliance with the latest edition of the CRC, CBC and other standards and adopted jurisdiction ordinances. He interprets and enforces adopted City codes & ordinance; reviews plans, calculations & specifications; coordinates & schedules daily inspection assignments. Rene provides technical support to staff/contractors/ clients, trouble-shoots & investigates complaints of code violations.

Consulting Plans Examiner
City of Fontana

Rene's duties included performing plan reviews for compliance with applicable codes and regulations. He assisted in intake of projects and building permit applications. He provided assistance to permit applicants and the public. Assisted inspectors and city staff with questions on building permits and compliance with the adopted codes and city ordinances and regulations.

Assistant Director
City of Perris

Managed a department of 18 staff. Prepared and managed annual budget. Ensured compliance with codes and regulations for the city. Hired and trained staff. He successfully resolved disputes between building division staff and developers, contractors, architects, engineers, and the public. He trained inspectors and other staff and responded to inspectors' questions and inquires on codes and city regulations and policies. He prepared and presented reports to the City Council and other city boards and commissions.

Plans Examiner & Senior Building Inspector
City of Ontario

Kept up to date on inspection regulations, codes, ordinances and techniques. Re-inspected commercial and residential constructions which previously failed

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Alaa Atassi

Senior Plans Examiner

Education

M.S. Degree – Structural Engineering
San Francisco State University

B.S. Degree - Civil Engineering
San Francisco State University

Certifications

- ICC Certified Commercial Plan Examiner
- ICC Certified Commercial Inspector

Background

Experienced Plans Examiner and Engineer who is effective at reviewing residential and commercial plans for compliance with applicable building codes. Detail-oriented and analytical professional with an efficient and thorough approach. Proficient certified plans examiner who is knowledgeable about current codes and their effective interpretation.

Select Work Experience

True North Compliance Services, Inc.
Senior Plans Examiner

Perform plan review of the entire range of residential, commercial and industrial projects; examine and check structural engineering designs, calculations and plans for conformance with adopted Building Codes and local ordinance and regulations; perform plan review of electrical, mechanical and plumbing projects for conformance with the Mechanical Code, Plumbing Code and National Electrical Code and local ordinances and regulations; provide interpretations of building codes, State laws and local ordinances to city staff and the public; provide technical assistance to city staff; perform structural inspections in the field as needed; determine valuation and building fees; check calculations and test reports; provide assistance and information to contractors, architects, engineers and the public in the solution of routine building problems and the interpretation of building codes and ordinances; check plans for compliance with California Title 24, Energy and Disabled Access Requirements; assist contractors, architects, engineers and others in the solution of complex code issues; maintain liaison with city staff related to project reviews and code compliance.

WC3
Plans Examiner

Performed plan review of architectural & structural plans for large, medium, & small sized residential & commercial projects; Enforced all applicable building codes including fire, life safety, and accessibility requirements; Assisted contractors, architects, engineers and others in the solution of complex structural, mechanical, electrical and related problems with interpretation of the building codes and ordinances; Maintained cooperation with other departments concerned with building and related code compliance; Performed structural inspections in the field as required.

Engineering Intern
City of South San Francisco Public Works, Engineering Division

Supported city engineers on daily tasks, related to transportation, construction, public works and city streets for the City of South San Francisco.

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Bryan Montes, EIT

Plan Review Engineer

Education

B.S. Degree – Civil Engineering
UC- Irvine University

Licenses and Certifications

- Engineer-in-Training (EIT)
- ICC-Certified Residential Plans Examiner

Skills & Awards

- UCI Dean's Structural Engineering Senior Design Choice Award
- Computer Literate: MS Word, Excel, PowerPoint, Pages, Keynote; MATLAB, AutoCAD, Bluebeam, Sketch-up, Stella, EPANet

Background

Over 3 years of experience in the plan review of a wide range of structures and building from residential and commercial projects and tenant improvements. Pleasant and customer service oriented professional with a helpful can-do attitude. Team player with an enthusiastic attitude. Versed in multiple permitting software and computer systems.

Work Experience

True North Compliance Services, Inc.

Plan Review Engineer

Provide plan review for various projects. Review projects including single family/duplex residential construction, multifamily residential construction, commercial construction, and non-building structures. Review and evaluate architectural and structural construction documents submitted for permit approval from various municipalities utilizing applicable codes/standards/guidelines/laws, code interpretation, appropriate municipal ordinances and construction and engineering standards; interact and communicate with design professionals and city staff on technical requirements and plan review comments; provide technical assistance to city staff; perform structural inspections in the field as needed; determine valuation and building fees; check calculations and test reports; provide assistance and information to contractors, architects, engineers and the public in the solution of complex building problems and the interpretation of building codes, structural standards and ordinances.

Currently, Bryan provides in-house plan review services to the Cities of Dana Point and Santa Monica. He performs over-the-counter plan reviews, assists applicants with code compliance questions, and reviews rechecks, field changes and revisions.

Interwest Consulting Group

Engineering Plans Examiner

Perform comprehensive and complete reviews of residential projects, including for Building & Life Safety, M/E/P, CalGREEN, and Energy Conservation Requirements; Review calculations, specifications, and technical reports to determine compliance with the applicable building codes and standards for different jurisdictions; Conduct structural plan reviews for residential and commercial projects including single family dwellings, tract homes, high-pile storage racks, temporary stages, etc.; Serve the City of El Monte as its only in-house plan check engineer performing the aforementioned duties as well as answering and assisting any inquiries from the public over-the-counter.

City of Eastville, City of Bell
City Engineer Intern

Served as the principal assistant responsible for collecting, transferring, and organizing necessary data on to the newly implemented Survey 123 for ArcGIS, a form-centric data gathering system; Worked with city engineers, public works, and building & safety on various projects that would positively impact the city; Under direction, carried out site inspections and conducted field assessments.

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Areli Sanchez

Plan Review Engineer

Education

B.S. Degree – Civil Engineering
San Francisco State University

Certifications

- ICC-Certified Building Plans Examiner

Skills & Awards

- Computer Literate: MS Word, Excel, PowerPoint, Pages, Viewpoint, Plangrid, MATLAB, AutoCAD, Bluebeam

Background

Over 3 years of experience in the plan review of a wide range of structures and building from residential and commercial projects and tenant improvements. Pleasant and customer service oriented professional with a helpful can-do attitude. Team player with an enthusiastic attitude. Versed in multiple permitting software and computer systems.

Work Experience

True North Compliance Services, Inc.

Plan Review Engineer

Areli provides plan review for various projects. Review projects including single family/duplex residential construction, multifamily residential construction, commercial construction, and non-building structures. Review and evaluate architectural and structural construction documents submitted for permit approval from various municipalities utilizing applicable codes/standards/guidelines/laws, code interpretation, appropriate municipal ordinances and construction and engineering standards; interact and communicate with design professionals and city staff on technical requirements and plan review comments; provide technical assistance to city staff; perform structural inspections in the field as needed; determine valuation and building fees; check calculations and test reports; provide assistance and information to contractors, architects, engineers and the public in the solution of complex building problems and the interpretation of building codes, structural standards and ordinances.

West Coast Code Consultants

Engineering Plans Examiner

Perform comprehensive and complete reviews of residential projects, including for Building & Life Safety, M/E/P, CalGREEN, and Energy Conservation Requirements; Review calculations, specifications, and technical reports to determine compliance with the applicable building codes and standards for different jurisdictions; Conduct structural plan reviews for residential and commercial projects including single family dwellings, tract homes, high-pile storage racks, temporary stages, etc.; Serve the City of El Monte as its only in-house plan check engineer performing the aforementioned duties as well as answering and assisting any inquiries from the public over-the-counter.

Cahill Contractors
Project Engineering Intern

Handled RFIs and field changes; meeting coordination, quality control on construction projects; safety inspections; under direction, carried out site inspections and conducted field assessments.

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Amer Atassi

Plan Review Engineer

Education

B.S. Degree – Civil Engineering
Bilgi University

Skills

- Computer Literate: MS Word, Excel, PowerPoint, Pages, Keynote; MATLAB, AutoCAD, Bluebeam, Sketch-up, Stella, EPANet

Background

Amer is an experienced Plans Examiner and Engineer who is effective at reviewing residential designs for compliance with applicable building codes He has experience plan reviewing a wide range of residential structures and building. Amer has a pleasant and customer service oriented professional with a helpful can-do attitude. Team player with an enthusiastic attitude.

Work Experience

True North Compliance Services, Inc.
Plan Review Engineer

Provide plan review for various projects. Review projects including single family/duplex residential construction, ADU's, swimming pools, photvoltaic systems, etc. Review and evaluate architectural and structural construction documents submitted for permit approval from various municipalities utilizing applicable codes/standards/guidelines/laws, code interpretation, appropriate municipal ordinances and construction and engineering standards; interact and communicate with design professionals and city staff on technical requirements and plan review comments; provide technical assistance to city staff; perform structural inspections in the field as needed; determine valuation and building fees; check calculations and test reports; provide assistance and information to contractors, architects, engineers and the public in the solution of complex building problems and the interpretation of building codes, structural standards and ordinances.

Misk Insaat LTD
Site Engineer

Provided construction project management and site operations on various types of structures.

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Timothy M. Shell, PE

Senior Civil Engineer

Education

B.S. Degree - Civil Engineering

MBA- Government Management

Licenses and Certifications

- Licensed Civil Engineer in the State of California

Background

Tim has 25+ years of broad experience in funding, planning, designing, permitting, and constructing municipal public works improvements, including coordination with Caltrans, San Diego Association of Governments, County of San Diego, North County Transit District, franchise utility companies, and other local municipal agencies and special districts. 10 years with the City of Vista, 9 years with the San Diego Water Authority and many years as a design civil engineer with design firms in Southern California. Tim also served as staff augmentation in the City of Lake Elsinore in the 90s.

Select Work Experience

True North Compliance Services, Inc.
Senior Civil Engineer

Review engineering cost estimates; storm water projects; Compliance with Current NPDES Permits; Water Quality Management Plans; transportation projects, grading plans and other assignments as necessary. Tim prepares, implements, and manages capital improvement plans and prepares plans, specifications and cost estimates for variety of municipal projects. He also serves as project manager or construction manager for municipal projects.

City of Vista
Principal Engineer

Manages consultant and construction contracts for the city's Capital Improvement Program, serving the Streets Section of the Public Works Department, the Parks and Recreation Department, and the Sanitation and Stormwater Sections of the Public Works Department. Prepares plans, specifications, and estimates for variety of municipal public works projects, for transportation, drainage, parks, and facilities.

San Diego County Water Authority
Senior Civil Engineer

Managed consultant and construction contracts for large waterworks facilities providing wholesale water supplies to member agencies in San Diego County. Provided studies, reports, and designs for System Operation upgrades and modifications.

BSI Consultants, Inc. San Diego, CA
Associate Civil Engineer

Prepared plans, specifications, and estimates for variety of municipal clients, for transportation, waterworks, drainage, and sanitation facilities. Served as design team leader. Prepared Engineer's Reports and provided cost analysis for Assessment Districts. Provided staff augmentation managing capital projects at cities of Santee and Lake Elsinore, and single-family private developments at cities of Lake Elsinore and Canyon Lake.

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Jamal Naji, PE

Senior Civil Engineer

Education

B.S. Degree - Civil Engineering
SDSU

Licenses and Certifications

- Licensed Civil Engineer in the State of California

Background

Over 30 years extensive experience in the Civil Engineering discipline that includes Wastewater and Land Development. Considerable experience in designing and inspecting construction of pipelines, wastewater facilities, grading, and flood control channels. Reviewed subdivision, grading and street improvement plans in accordance with the State of California Subdivision Map Act, and the City of Chula Vista and County of San Diego ordinances and policies. Taught workshop on reading grading and topographic maps to various departments in the County of San Diego. Performed field review and prepared conditions for Tentative Parcel Map Resolution

Work Experience

True North Compliance Services, Inc.
Civil Engineer

Jamal leads major reviews for the team; he provides quality control and technical support to our team; he performs complex plan review of improvement plans, documents, and technical studies including: Rough and Precise Grading Plans; Wet Utility Plans (e.g. Sewer, Water, Recycled Water, Storm Drain); Street Improvement Plans; Hydrology Studies and Hydraulic Calculations; Water Quality Management Plans (WQMPs); Water Quality reports; Erosion Control Plans and Engineering Cost Estimates; Reviews studies and inspects wastewater facilities, sewer lines, flood control channels and building projects and performs feasibility studies for wastewater treatment plants and pump stations.

City of Chula Vista – Department of Public Works
Associate Civil Engineer

Wastewater Management
Project Manager for capital improvement projects that included pipe rehabilitation projects using micro-tunneling, pipe bursting, pipe lining and slip-lining technologies; Managed and coordinated Industrial Waste Program with the City of San Diego Wastewater Pretreatment Program; Prepared Requests for Proposal and executed contracts for designing Salt Creek Sewer Trunk project (over $20 million project); coordinated and managed sewer capacity agreements between the City of Chula Vista and the County of San Diego. Coordinated wastewater projects with Field Operations and Engineering Design Divisions; Designed and inspected grading, wastewater facilities, sewer lines, flood control channels and building projects; Prepared project specifications and plans using AutoCAD and WordPerfect software for wastewater facilities; Prepared operation & maintenance manuals, and feasibility studies for wastewater treatment plants and pump stations.

Land Development
Reviewed subdivision, grading and street improvement plans in accordance with the State of California Subdivision Map Act, and the City of Chula Vista and County of San Diego ordinances and policies; Taught workshop on reading grading and topographic maps to various departments in the County of San Diego; Performed field review and prepared conditions for Tentative Parcel Map Resolution; Established an inspection program on borrow pit operations in the County of San Diego.

Geotechnical Engineering
Performed soil tests in accordance with the American Standard for Testing Materials Specifications.

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Ali Soheili, PE

MP Plan Review Engineer

Education

B.S. Degree – Mechanical Engineering
San Diego State University

Licenses and Certifications

- Licensed Engineer, Mechanical
- ICC- Certified Mechanical Inspector

Background

- Highly qualified plan review engineer and design engineer with over 25 years of experience in the review and design of heating, ventilation and air conditioning (HVAC), plumbing systems for compliance with local and state codes and energy standards.
- knowledge and experience in large scale alternative energy generation plants.
- Strong background in project management and evaluation of existing HVAC/MEP systems.
- Registered professional mechanical engineer
- Bachelor of Science in Mechanical Engineering
- Past member of ASHRAE and American Association of Plumbing Engineers (ASPE).

Select Work Experience

True North Compliance Services, Inc.

Senior MEP Plan Review Engineer

Provide plan review for compliances with mechanical and plumbing codes and standards and review of energy compliance documents (Title 24) for wide range of construction projects ranging from residential additions to new high-rise buildings, hotels, malls, large public facilities, hazardous occupancies, R&D and Biotech Facilities.

City of Portland

Mechanical Plan Review Engineer

Review of plumbing, mechanical, heating, ventilation and air –conditioning (HVAC), as well as electrical building plans of commercial, multi-family and industrial for compliances with mechanical, plumbing, and electrical codes and standards. Review of energy compliance documents. Provide information on codes and regulations to engineers, architects and contractors. Resolve issues between the field inspectors and contractors. Perform calculations for ventilation, mechanical equipment, piping, wiring, and load verifications.

City of San Diego

Associate Plan Review Engineer

As a mechanical plan reviewer, job duties included review of mechanical and plumbing plan for multifamily buildings, hotels, and all type of commercial buildings, including San Diego Convention Center, air port projects, office buildings, city facilities, fire stations, retail buildings, laboratories, restaurants, OSHPD 3 facilities, and industrial buildings for California Mechanical, Plumbing (CPC and CMC) compliance, and energy title 24 to approve plans for permits. In- addition assist city inspector with technical questions and day to day field issues for HVAC and plumbing. This position required everyday contact with city inspectors, architects, engineers, building owners or representatives, plan runner services, and other individual building owners to discuss codes, and approve plans.

Mechanical Consulting Engineer

Mechanical Consulting Engineering providing HVAC system design, plumbing design, load calculation & Title 24 for all types of non-residential buildings such as industrial, retail, restaurants, office buildings, medical facilities, laboratories, schools, in addition to residential buildings including single family homes, and multifamily residential (low-rise & high-rise) buildings. Part of my responsibilities was to field verify and evaluate condition of existing plumbing system, HVAC equipment and electrical system, field inspection and provide as-built drawings.

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Hassan Itani, PE

M/P Plan Review Engineer

Education

B.S. Degree – Mechanical Engineering
California State Polytechnic University, Pomona

Licenses and Certifications

- Licensed Engineer, Mechanical
- ICC -Certified Mechanical Plans Examiner

Background

Hassan is a highly qualified plan review engineer and design engineer with over 8 years of experience in the review and design of heating, ventilation, and air conditioning (HVAC), plumbing systems for compliance with local and state codes and energy standards. He has knowledge and experience in large scale alternative energy generation plants. Hassan has a strong background in project management and evaluation of existing HVAC/MEP systems.

Select Work Experience

True North Compliance Services, Inc.
Mechanical/Plumbing Plan Review Engineer

Provide plan review and field investigations for compliances with mechanical and plumbing codes and standards and review of energy compliance documents (Title 24) for wide range of construction projects ranging from residential additions to new high-rise buildings, hotels, malls, large public facilities, hazardous occupancies, R&D, and Biotech Facilities.

City of Los Angeles
Mechanical Engineering Associate II

Review of plumbing, mechanical, heating, ventilation, and air-conditioning (HVAC), as well as electrical building plans of commercial, multi-family and industrial for compliances with mechanical, plumbing, and electrical codes, and standards. Review of energy compliance documents. Provide information on codes and regulations to engineers, architects, and contractors. Resolve issues between the field inspectors and contractors. Perform calculations for ventilation, mechanical equipment, piping, wiring, and load verifications.

Boeing
Fleet System Engineer

Monitor multiple airplane fleets and provide targeted maintenance recommendations for critical faults, enabling real-time situational awareness of in-flight Boeing airplanes; work directly with airlines to help improve reliability metrics by implementing prognostic alerting systems.

Applied Medical
Mechanical Engineering Intern

Assisted in developing and testing Kii Dissecting Balloon, promoting its reliability in the field to expedite product release; collaborated with senior engineers in product development to revise manufacturing process and equipment maintenance schedules to increase efficiency; sole generator of maintenance manuals, installation, operational, and performance qualification reports to document product progress; meeting FDA requirements in case of audit.

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Amir Amiri, P.E.

Electrical Plan Review Engineer

Education

B.S. Degree – Electrical Engineering
CAL State University, Northridge

Licenses and Certifications

- **Licensed Engineer in the State of California**

Background

Amir has over 20 years of diverse experience in the electrical engineering construction design and plan review for a variety of construction projects ranging from TIs to complex occupancies, high rise buildings, high voltage systems and sub-stations. He reviews complex building plans for conformance to applicable electrical regulations and calculates electrical adequacy; prepares reports and written recommendations and coordinates construction activities with other agencies and citizen groups.

Select Work Experience

True North Compliance Services, Inc.
Electrical Plan Review Engineer

Provide plan review and field investigations for compliances with the National Electrical Code (NEC) and standards and review of energy compliance documents (Title 24) for wide range of construction projects ranging from residential additions to new high-rise buildings, hotels, malls, large public facilities, hazardous occupancies, R&D, and Biotech Facilities. Amir is also our internal expert for high voltage systems and sub-stations and large-scale solar farms.

120 Degreez, Inc.
Senior Electrical Engineer

Performs engineering designs and calculations, prepares plans, estimates, and specifications. Consults with department representatives and other agencies on electrical engineering problems, and checks plans, and specifications developed by consultants. Inspects major electrical or electronic contract work; checks material lists to ensure conformance with specifications; makes field investigations and surveys. Prepares calculations for photometric, power, and energy studies and load characteristics. Supervise and check the work of subordinate engineers and drafting personnel, drafted and designed power distribution and electrical site plans, panel schedules, and lighting plans per NEC and local codes under engineering supervision. Performed all aspects of project, including Title 24, load calculation, and single line diagrams.

City of San Diego -Building & Safety
Associate Electrical Engineer

As an electrical plan review engineer, performed plan review of the Electrical Code for multifamily buildings, hotels, and all type of commercial buildings, including San Diego Convention Center, airport projects, office buildings, city facilities, fire stations, retail buildings, laboratories, restaurants, OSHPD 3 facilities, and industrial buildings. In addition, assist city inspector with technical questions and day to day field issues for compliance with the National Electrical Code.

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Jerome Schreiber, P.E.

Senior Electrical Plan Review Engineer

Education

B.S. Degree – Electrical Engineering
CAL Polytechnical University

Licenses and Certifications

- Licensed Electrical Engineer in the State of California
- ICC Certified Building Inspector
- ICC Certified Mechanical Inspector
- ICC Certified Plumbing Inspector
- IAEI Certified Electrical Inspector
- IAEI Certified Electrical Plans Examiner

Background

Jerome has over 30 years of diverse experience in the electrical engineering design and plan review for a variety of construction projects ranging from TIs to complex occupancies, high rise buildings, high voltage systems and sub-stations. He reviews complex building plans for conformance to applicable electrical regulations and calculates electrical adequacy; prepares reports and written recommendations and coordinates construction activities with other agencies and citizen groups.

Select Work Experience

True North Compliance Services, Inc.
Electrical Plan Review Engineer

Provides plan review and field investigations for compliances with the National Electrical Code (NEC) and standards and review of energy compliance documents (Title 24) for wide range of construction projects ranging from residential additions to new high-rise buildings, hotels, malls, large public facilities, hazardous occupancies, R&D, and Biotech Facilities. Amir is also our internal expert for high voltage systems and sub-stations and small or large-scale solar farms.
Jerome will provide plan reviews of solar projects submitted to the VPP Program.

City of Glendale
Building Inspector

Performed building, electrical, mechanical and plumbing inspections; performed electrical plan reviews.

City of Vernon
Senior Electrical Inspector

Responsible for City of Vernon Electrical Plans Examination and Building, Plumbing, Mechanical, & Electrical inspections and all electrical installations in the City and for the City municipal facilities.

Southern California Edison
Distribution Engineer

Service Planning and Customer Coordination.

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Daniel Larson, CASp

Senior Plans Examiner and Inspector

Education

A.S. Degree – Math/Engineering
Sacramento City College

Licenses and Certifications

- **CASp Accessibility Specialist**
- **ICC Building Inspector**
- **ICC Certified Plan Examiner**
- **ICC Accessibility Inspector and Plan Examiner**
- **ICC Residential Plan Examiner**

Background

Daniel Larsen has over 30 years of experience in performing non-structural plan reviews for commercial, residential, and industrial projects. He has extensive experience in building inspection and the construction trades as it relates to Fire and Life Safety and Disabled access under the International Building Codes, ADA Standards and the Fair Housing Laws.

Select Work Experience

True North Compliance Services, Inc.
Senior Plan Examiner and Inspector

Provide Title 24 accessibility plan review, inspection, ADA surveys and site investigations of variety of projects ranging from commercial buildings to hotels, public buildings and similar buildings. Perform ADA surveys and transition plans for public agencies and universities. Duties included plan review and site verification for compliance with Federal ADA Access Standards, Fair Housing Laws, and California Disabled Access regulations.

DPL Consulting and Inspection Services
Senior Plan Examiner and Inspector

10 years of experience providing ADA and California T-24 Accessibility surveys and plan review and inspections to local Architectural firms and small business owners. The majority of the surveys provided have been to various local State of California agencies that occupy privately owned commercial and residential apartment buildings within the Cities and Counties of California, Oregon, Washington, Nevada, Arizona, Utah & Florida.

Cosumnes River College
Fire Life Safety/Disabled Access Inspector

Reviewed drawings and assessed construction against plans. Completed inspections of current construction, refurbishment, and repair projects. Noted violations and issued documentation such as stop work orders to contractors or owners. Kept up to date on inspection regulations, codes, ordinances, and techniques. Investigated complaints, incidents, and accidents at work sites. Re-inspected commercial and residential constructions which previously failed inspections.

County of Sacramento -Building Inspection Division
Senior Technical Manager

11 years' experience performing fire and life safety and disabled access plan reviews of commercial and industrial projects in addition to complete plan reviews of residential dwellings. Provided jurisdictional audits of disabled access procedures, plan review and inspection services.

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Douglas Evans, FPE
Fire Protection Engineer

Education

B.S. Degree – Civil Engineering
CSULA

Licenses and Certifications

- Licensed Fire Protection Engineer -CA, NV
- Member, ICC Fire Code Interpretation Committee
- Fellow of Society of Fire Protection Engineers (SFPE)
- Member of NFPA Technical Committee on Smoke Management

Background

Technical expert on all fire protection aspects for the mega-resorts on the Las Vegas Strip. These facilities are essentially “cities under one roof”. His duties included review, comment and approval of fire protection plans on a wide range of issues and occupancy types, for new as well as existing facilities. He has been responsible for malls, atria, theaters, arenas, and mega-resorts, as well as numerous high-rise residential and office towers. He was also responsible for developing fire protection-related policy statements and guidelines for internal and external use.

His experience includes suppression and detection/alarm systems, fire-resistive construction, exiting, elevators, secondary power supplies, fire testing, fire modeling, hazardous materials and the codes/standards requirements that apply to the specific fire protection aspects. Some of his areas of specialization include: alternates/equivalences (performance-based designs) to prescriptive code requirements, smoke management systems, plastics/ foam plastics as building materials, interior finishes, unique interior features, combustible exterior facades, grease duct enclosures and product listings/applications for use on and within structures.

Mr. Evans has published several articles in trade journals and has given a number of professionally related presentations.

Select Work Experience

True North Compliance Services, Inc.
Fire-Life Safety Plan Review Technical Lead

Performs complex fire safety plan review services for a variety of occupancies, including but not limited to high rise buildings, malls, atria, theaters, arenas, and mega-resort. Reviews complex fire modeling and alternates/equivalences (performance-based designs) to prescriptive code requirements, smoke management systems, plastics/ foam plastics as building materials, interior finishes, unique interior features, combustible exterior facades, grease duct enclosures and product listings/applications for use on and within structures.

Clark County
Senior Fire Protection Engineer

Performed complex plan review and conducted field construction inspections for new and existing buildings. Conduct field inspections and testing of new and existing fire protection systems. Reviewed blueprints for construction projects, including but not limited to grading plans, fire lane and fire apparatus access roads, fire alarm and detection systems, fire sprinkler and standpipe systems and general fire safety. Oversee special construction projects and represent the city fire and building department to ensure timely completion of plan review and onsite construction inspections to ensure project completion.

Fire Protection Engineer
Design Engineer

Performed design of complex fire safety systems; examining existing structures to determine if the fire protection aspects were compliant with applicable codes and standards; designing exit systems, specifying fire-resistive aspects of building components; specifying when fire suppression and alarm systems were required; reviewing code requirements and negotiating levels of protection with stakeholders.

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Scot Deal, FPE

Fire Protection Engineer

Education

M.S. Degree – Fire Protection Engineering
Worcester Polytechnic Institute

B.S. Degree - Chemical Engineering
Oregon State University

Licenses and Certifications

- Licensed Fire Protection Engineer- CA, TX
- Chartered Engineer in European Schengen
- Contributor to International Building Code Council Interpretations Committee
- Bilingual (English and Spanish)

Background

Technical expert on all fire protection aspects for complex project. His experience includes suppression and detection/alarm systems, fire-resistive construction, exiting, elevators, secondary power supplies, fire testing, fire modeling, hazardous materials and the codes/standards requirements that apply to the specific fire protection aspects. Some of his areas of specialization include: alternates/equivalences (performance-based designs) to prescriptive code requirements, smoke management systems, plastics/ foam plastics as building materials, interior finishes, unique interior features, combustible exterior facades, grease duct enclosures and product listings/applications for use on and within structures.

Select Work Experience

True North Compliance Services, Inc.
Senior Fire Protection Engineer

Performs complex fire safety plan review services for a variety of occupancies, including but not limited to high rise buildings, malls, atria, theaters, arenas and mega-resort. Reviews complex fire modeling and alternates/equivalences (performance-based designs) to prescriptive code requirements, smoke management systems, plastics/ foam plastics as building materials, interior finishes, unique interior features, combustible exterior facades, grease duct enclosures and product listings/applications for use on and within structures.

$24 Billion Metro Project
Riyadh Metro Project, Saudi Arabi

Suggest FEED strategies, templates for Alternative Methods approach, Risk evaluation of combustible materials, Hazard likelihoods and local tolerance level, Identify deviations from Employer's Requirements and prescriptive codes, Value engineering.

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Gabriel Reza

Fire, Life-Safety Plan Reviewer

Education

B.S. Degree – Urban Planning

Certifications

- Certified Fire Inspector, NCSA #CFC040513
- Certified Fire Safety Officer, Office of the State Fire Marshal
- Hazardous Waste Operations and Emergency Response Certified

Affiliations

- International Code Council Los Angeles Basin Chapter- Fire Life Safety Chairman
- International Code Council – Appreciation Award
- California Building Officials – 2020 Educator of the Year
- California Fire Chiefs Association, Executive Board Member, SoCal FPO, President

Background

Extensive experience of over 15 years conducting Title 19/24 fire and life safety inspections. Concise knowledge and experience with California State Fire Codes, local regulations, federal codes, laws and NFPA guidelines. Ability to properly research, interpret and properly apply these related codes.
Comprehensive knowledge of fire detection, sprinkler fire protection and other life safety systems, including NFPA requirements for inspection, installation, testing and evaluation of systems.

Select Work Experience

True North Compliance Services, Inc.

Fire-Life Safety Plan Reviewer

Performs complex fire safety plan review services for a variety of occupancies, including but not limited to public college campuses, mid and high rise buildings, storage buildings, hazardous and high pile storage, multi-family residential use and solar/PV in both new and existing buildings. Reviews blueprints for construction projects, including but not limited to grading plans, fire apparatus access roads, fire alarm and detection systems, fire sprinkler and standpipe systems, and general fire safety. Conducts inspection and testing of fire detection systems including fire sprinklers, fire alarm, standpipe, and wet chemical systems.

City of Glendale

Senior Fire Safety Specialist

Conduct advanced and complex project and blueprint plan review for new construction projects, tenant improvements, fire apparatus access, hazardous material storage and fire detection and fire protection systems; Interpret, apply, and enforce all applicable codes and standards including: Title's 8, 19/24, CA. Fire, Building and Mechanical Codes, CA. Health and Safety Code and NFPA codes; Sampled and tested hazardous and industrial waste; Performed new construction inspections abiding by standardized methods; Conducted fire prevention training activities for fire department operations; Prepared and maintained precise reports following record-keeping procedures.

City of Glendale
Planning Assistant

Reviewed commercial and single/multi-family projects for zoning code compliance; Processed planning entitlements and housing projects, CEQA review and analysis; Processed and presented applications to the City's Design Review Board, Planning Commission, and City Council.

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Sergio Perreira

Senior Fire-Life Safety Plans Examiner/ Inspector

Education

Fire Prevention Officer – California State Fire Marshal

Fire Science Degree – Miramar College

Licenses and Certifications

- Automatic Fire Alarm - Association Fire Alarm Testing & Inspection
- California State Fire Academy Hydraulics for Fire Sprinklers
- National Fire Academy - Management of Fire Prevention Programs
- National Fire Academy - Evaluating Performance Based Designs
- National Fire Sprinkler- Association Sprinkler Design Residential to High-Rise
- National Fire Sprinkler Association Pumps for Fire Protection

Background

Sergio has over 30 years of experience in all operations of a fire rescue department, starting in firefighting, then moving to performing plan review and inspections of all types of occupancies and construction projects and Supervising the Plan Check and Inspections for New Construction/Fire Protection Systems.

Extensive knowledge and experience conducting Title 19/24 fire and life safety plan review and inspections of numerous complex projects in the City of San Diego including convention facilities, high rise hotels, biotech research & development companies, research labs and high-tech manufacturing facilities.

Sergio has been a Fire Science Instructor at Miramar and Southwest Community Colleges in San Diego for over 10 years.

Expert in preparing Emergency Preparedness Plans.

Select Work Experience

True North Compliance Services, Inc.

Fire-Life Safety Plan Reviewer/Inspector

Performing complex fire safety plan review & inspection services for a variety of occupancies, including but not limited to public college campus, mid and high rise buildings, storage buildings, hazardous and high pile storage, multi-family residential use and solar/PV in both new and existing buildings. Review fire apparatus access roads, fire alarm and detection systems, fire sprinkler and standpipe systems. Consult on Fire Department management and Emergency management plans.

City of San Diego

Supervisor Plan Check & Inspection for New Construction/Fire Protection Systems

Supervise and train inspectors in plan check of building plans and fire protections system, including fire alarm systems, smoke control, fire pumps, sprinklers, kitchen suppression system, spray paint booths, clean agent systems, fixed and semi-fixed suppression systems for tank farms, standpipe systems including high-rise standpipes.

Develop and update sprinkler policies and many other Fire Prevention polices. Provided applicability of fire, building and alternate means and methods of fire protection. Conducted new hire interviews. Investigated and made recommendations for disciplinary action. Responsible for supervising inspection teams and approving occupancy of all high-rise construction in previous 15 years and other major projects including the San Diego Convention Center expansion, Petco Park, San Diego County Jail, and airport expansion. Provided solutions for complex problem such as: City Administration Building, Sun Road high-rise, Petco Park, Grant Hyatt, and Hilton explosion.

City of San Diego

Fire Plans Examiner

Plan review for Fire Access and Water Supply for the City of San Diego. Consultant for Project Managers, Architects, Engineers. And Homeowners for Fire Access, Brush Management Mitigation and Fire Code information. Provided training for Electrical and Plumbing inspectors for fire alarm and sprinkler inspections.

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Ron Carter

Fire-Life Plans Examiner/Inspector

Licenses and Certifications

- Fire Academy -City of San Diego
- Certified as a Paramedic through Palomar College
- EMT Certified
- State Fire Marshal, Certificates in Fire/Sprinkler and Alarm plan check

Background

Over 25 years of experience in all operations of a fire rescue department, starting in firefighting/paramedic, then moving to performing plan review and inspection of all types of occupancies and construction projects.

Extensive experience conducting Title 19/24 fire and safety plan review and inspections of numerous complex projects in the City of San Diego including convention facilities, high rise hotels, biotech research & development companies, research labs and high-tech manufacturing facilities.

Knowledge and experience with California Fire Codes, local regulations, and NFPA guidelines.

Comprehensive knowledge of fire detection, sprinkler fire protection and other life safety systems, including NFPA requirements for inspection, installation, testing, and evaluation of systems.

Select Work Experience

True North Compliance Services, Inc.
Fire-Life Safety Plan Reviewer

Performing fire safety plan review services for a variety of occupancies, including but not limited to public college campus, mid and high rise buildings, storage buildings, hazardous and high pile storage, multi-family residential use and solar/PV in both new and existing buildings. Review fire apparatus access roads, fire alarm and detection systems, fire sprinkler and standpipe systems.

City of San Diego
Fire Plans Examiner

Plan review for Fire Access and Water Supply for the City of San Diego. Consultant for Project Managers, Architects, Engineers, and Homeowners for Fire Access, Brush Management Mitigation and Fire Code information. Provided training for Electrical and Plumbing inspectors for fire alarm and sprinkler inspections and performed fire inspections as needed.

City of San Diego
Acting Fire Inspection Supervisor

In addition to Fire Plans Officer and Fire Inspector duties; supervised five Fire Inspectors tasked with all fire plan check and inspections in the City of San Diego. Section provided plan review and inspections and over the counter schedule for the section. Responsible for Fire Inspector training, performance evaluations and attended Fire management meetings.

City of San Diego
Fire Inspector

Inspection and plan review for all phases of sprinkler/suppression and alarm systems for single use family homes, commercial/high-rise buildings; underground/rough & final. Rotated duties from inspections, plan check and counter plan review. Responsible for hydrant flow testing and training for new inspectors.

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George Lockfort

Senior Combination Inspector/Manager of Inspections

Licenses and Certifications

- ICC Certified Building Inspector
- ICC Certified Combination Inspector
- ICC Certified Plumbing Inspector
- ICC Certified Mechanical Inspector
- ICC Certified Plans Examiner
- ICC Certified Special Inspector: Masonry
- ICC Certified Special Inspector: Reinforced Concrete
- ICC Certified Special Inspector: Prestressed Concrete
- ICC Certified Special Inspector: Structural Steel/Welding

Background

George is accomplished combination building inspector with over 30 years of experience. He has experience inspecting a wide range of different project for several jurisdictions throughout the San Diego area.
George is a dedicated professional with strong organizational skills, who is detail-oriented, conscientious and thorough. Thrives in a fast-paced and dynamic work environment. All while maintaining a positive working relationship with peers, management and customers. Dependable and capable of providing leadership with strong decision-making skills. Proven ability to adhere to the established procedures of the jurisdiction.

Select Work Experience

True North Compliance Services, Inc.

Combination Building Inspector

George serves as True North Compliance Services senior building inspector. He conduct Field Inspections of all building aspects on Residential/Commercial Structures (TI, Parking Garages, Tilt Up, ADA and Multi Family) to determine compliance with (2019 CBC, CPC, CMC, 2017 NEC Code) and other adopted jurisdiction ordinances. Interpret/ Enforce Adopted City Codes & Ordinance, Review Plans, Calculations & Specifications, Coordinate & Schedule Daily Inspection Assignments. Provide Technical Support to Staff/Contractors/ Clients, Trouble-shoot & Investigate Complaints of Code Violations. Manage and Maintain records/logs/ reports & other documentation, Issue Violations and Corrections.

As the Manager of Inspections for True North, George recruits, evaluates and hires new inspectors for the firm. He also provides oversight, training and quality control for our inspection team.

City of Chula Vistas

Senior Inspector

Provide inspection services for the entire range of projects in the City of Chula Vista for compliance with applicable codes, standards and local regulations and ordinances.

City of San Diego

Senior Combination Inspector

Assign and supervise the work of Combination Inspectors who inspect residential and other structures for compliance with the City's Underground Program (UP), Storm Water regulations, California Health and Safety Codes, and provisions of the California Model Codes and San Diego Municipal Code; investigate and resolve inspection issues; provide technical information to builders, contractors, engineers, designers and the public; prepare reports and memorandums; utilize computer software for training and scheduling purposes; train and evaluate the work performance of subordinates; develop policies and procedures; and perform other duties as assigned.

Gilbert Estrada

Building Official/Senior Building Inspector

Education

- MS in Public Administration- Cal State University

ICC Certifications

- Certified Building Official
- Certified Mechanical Inspector
- Certified Plans Examiner
- Certified Plumbing Inspector
- Residential Combination Inspector
- Cal OES Safety Assessment Program

Background

Gil is a seasoned and experienced building Official, plans examiner, and combination building inspector. He is a dedicated professional with extensive technical background, strong interpersonal skills and great customer service. He is capable, dependable, detail-oriented, conscientious, courteous, helpful and will look for ways to help customers find solutions during the permitting and inspection process. He works very well under pressure and in a fast-paced environment. He builds and maintains positive working relationships with staff, management, and customers. He has excellent organizational skills, computer savvy and a proven ability to adhere to the established procedures of the jurisdiction.

Select Work Experience

True North Compliance Services, Inc.
Interim Building Official/Senior Building Inspector
Gil serves as a True North Compliance Services interim building official when requested by our clients. He also performs plan reviews and conducts field inspections of a variety of construction projects for compliance with the latest editions of the CRC, CBC and other codes, standards and adopted jurisdiction ordinances. He interprets and enforces adopted City codes & ordinance; reviews plans, calculations & specifications; coordinates & schedules daily inspection assignments. Gil provides technical support to staff/contractors/ clients, trouble-shoots and investigates complaints of code violations.

City of Cathedral City
Chief Building Official
As the Building Official for the city, Gil provided leadership and technical support to the Building & Safety Division staff. He directed and coordinated the activities of the Building & Safety Division. He reviewed plans; provided over the counter plan review; conducted field inspections; attended weekly staff meetings; provided recommendations to staff as it relates to code application/interpretations and other Building Department questions; he worked with other departments and agencies to facilitate customer requests and needs.

City of Indio
Chief Building Official
As the Building Official for the city, Gil provided leadership and technical support to the Building & Safety Division staff. He directed and coordinated the activities of the Building & Safety Division. He reviewed plans; provided over the counter plan review; conducted field inspections; attended weekly staff meetings; provided recommendations to staff as it relates to code application/interpretations and other Building Department questions; he worked with other departments and agencies to facilitate customer requests and needs.

City of Palm Springs
Chief Building Official
As the Building Official for the city, Gil provided leadership and technical support to the Building & Safety Division staff. He directed and coordinated the activities of the Building & Safety Division. He reviewed plans; provided over the counter plan review; conducted field inspections; attended weekly staff meetings; provided recommendations to staff as it relates to code application/interpretations and other Building Department

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Randy Kilburn

Senior Combination Inspector

Licenses and Certifications

- ICC Certified Building Inspector
- ICC Certified Combination Inspector

Background

Randy is accomplished combination building inspector with over 30 years of experience. He has experience inspecting a wide range of different project for several jurisdictions throughout the San Diego area.
Randy is a dedicated professional with strong organizational skills, who is detail-oriented, conscientious and thorough. Thrives in a fast-paced and dynamic work environment. All while maintaining a positive working relationship with peers, management and customers. Dependable and capable of providing leadership with strong decision-making skills. Proven ability to adhere to the established procedures of the jurisdiction.

Select Work Experience

True North Compliance Services, Inc.
Combination Building Inspector

Randy serves as True North Compliance Services senior building inspector. He conduct Field Inspections of all building aspects on Residential/Commercial Structures (TI, Parking Garages, Tilt Up, ADA and Multi Family) to determine compliance with (2019 CBC, CPC, CMC, 2017 NEC Code) and other adopted jurisdiction ordinances. Interpret/ Enforce Adopted City Codes & Ordinance, Review Plans, Calculations & Specifications, Coordinate & Schedule Daily Inspection Assignments. Provide Technical Support to Staff/Contractors/ Clients, Trouble-shoot & Investigate Complaints of Code Violations. Manage and Maintain records/logs/ reports & other documentation, Issue Violations and Corrections.

City of Coronado
Senior Inspector

Provide inspection services for the entire range of projects in the City of Coronado for compliance with applicable codes, standards and local regulations and ordinances; Checks field conditions and enforces compliance with zoning laws; Prepares reports and correction notices.

City of San Diego
Combination Inspector II

Inspect residential structures including multi-family units and mobile homes for compliance with all applicable building, electrical, mechanical and related codes; Checks and enforces field conformance to approved plans; Checks field conditions and enforces compliance with zoning laws applicable to residential and accessory structures; Investigates complaints of code violations and inspects appliances for conformance with applicable regulations; Obtains evidence for use in building code-related court cases; Prepares reports and correction notices; Reviews construction, repair, replacement, installation, and repair plans, and inspects sites for practicability of plans; Keeps records and prepares reports.

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True North COMPLIANCE SERVICES

Steve Stingl

Building Official/Senior Building Inspector

ICC Certifications

- Plans Examiner
- Combination Building Inspector
- Combination Dwelling Inspector
- Cal OES Safety Assessment Program

Background

Steve is a seasoned and experienced combination building inspector, supervisor and building official. He is a dedicated professional with extensive technical background, strong interpersonal skills and great customer service. He is capable, dependable, detail-oriented, conscientious, courteous, helpful and will look for ways to help customers find solutions during the permitting and inspection process. He works very well under pressure and in a fast-paced environment. He builds and maintains positive working relationships with staff, management, and customers. He has excellent organizational skills, computer savvy and a proven ability to adhere to the established procedures of the jurisdiction.

Select Work Experience

True North Compliance Services, Inc.
Interim Building Official/Senior Building Inspector
Steve serves as a True North Compliance Services interim building official when requested by our clients. He also conducts field inspections of a variety of construction projects for compliance with the latest editions of the CRC, CBC and other codes, standards and adopted jurisdiction ordinances. He interprets and enforces adopted City codes & ordinance; reviews plans, calculations & specifications; coordinates & schedules daily inspection assignments. Steve provides technical support to staff/contractors/ clients, trouble-shoots and investigates complaints of code violations.

Interim Building Official/ City of Imperial Beach
Contract Assignment
As the Interim Building Official for the city, Steve provided leadership and technical support to the Building Division staff. He reviewed plans; provided over the counter plan review; conducted field inspections; attended weekly staff meetings; provided recommendations to staff as it relates to code application/interpretations and other Building Department questions; he worked with other departments and agencies to facilitate customer requests and needs.

City of Chula Vista
Building Inspections Manager
As the Inspection Manager for the City of Chula Vista, Steve planed, scheduled, and coordinated the field operations of the building division; he conducted the most complex field inspections of industrial, commercial, and residential buildings during various stages of construction and remodeling; he performed field review of plans and specifications; maintained records and prepared appropriate paperwork, correspondence, records, and reports; he successfully resolved disputes between building division staff and customers; he developed and implemented policies and procedures; He hired and trained inspectors and provided technical support and leadership to the inspection staff; he coordinated final inspections with other departments and agencies.

City of Chula Vista
Senior Building Inspector
Steve provided combination inspections on a variety of construction projects ranging from residential remodels to new multi-story office and hotel buildings to verify compliance with adopted codes and standards including Building, MEP, Energy, Accessibility and local ordinances and regulations.

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True North COMPLIANCE SERVICES

Duncan McClane

Senior Building Inspector

Certifications

- Building Inspector
- Residential Combination Inspector
- Mechanical Inspector UMC
- Plumbing Inspector UPC
- Commercial Building Inspector
- Accessibility Inspector/Plans Examiner
- Electrical Inspector
- Cal OES Safety Assessment Program

Background

Duncan is a seasoned and experienced combination building inspector. He is a dedicated professional with strong interpersonal skills and great customer service. He is capable, dependable, detail-oriented, conscientious, courteous, helpful and will look for ways to help customers find solutions during his inspections. He works very well under pressure and in a fast-paced environment. He builds and maintains positive working relationships with peers, management, and customers. He has excellent organizational skills, computer savvy and a proven ability to adhere to the established procedures of the jurisdiction.

Select Work Experience

True North Compliance Services, Inc.
Senior Building Inspector
Duncan serves as a True North Compliance Services senior building inspector. He conducts field inspections of a variety of construction projects for compliance with the latest edition of the CRC, CBC and other standards and adopted jurisdiction ordinances. He interprets and enforces adopted City codes & ordinance; reviews plans, calculations & specifications; coordinates & schedules daily inspection assignments. Tom provides technical support to staff/contractors/ clients, trouble-shoots & investigates complaints of code violations.

City of San Diego
Combination Inspector
Duncan provided combination inspections on a variety of construction projects ranging from residential remodels to new custom homes to verify compliance with adopted codes and standards including Building, MEP, Energy, Accessibility and local ordinances and regulations.

Southern California
Contract Inspector
Duncan's duties included performing inspections and providing general support to Building Departments in Southern California. In addition, Tom acted as a liaison with the jurisdictions served. He ensures compliance with the adopted building codes and local regulations and installation of plumbing and HVAC systems in new construction and alterations.

Southern California
Inspector of Record
Duncan was the Inspector of Record for many large and complex public projects throughout Southern California for public agencies such as Cal State Los Angeles, UCLA, UC Irvine, LA Department of Public Works and Caltrans. Projects inspected included power plants, lab facilities, dormitory projects, water filtration projects, high voltage installations, pile driving and other complex projects.

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Tom Graham

Senior Building Inspector

Certifications

- Building Inspector
- Residential Combination Inspector
- Mechanical Inspector UMC
- Plumbing Inspector UPC

Background

Tom is a seasoned and experienced combination building inspector. He is a dedicated professional with strong inter-personal skills and great customer service. He is capable, dependable, detail-oriented, conscientious, courteous, helpful and will look for ways to help customers find solutions during his inspections. He works very well under pressure and in a fast-paced environment. He builds and maintains positive working relationship with peers, management, and customers. He has excellent organizational skills, computer savvy and proven ability to adhere to the established procedures of the jurisdiction.

Select Work Experience

True North Compliance Services, Inc.

Senior Building Inspector

Tom serves as a True North Compliance Services senior building inspector. He conducts field inspections of variety of construction projects for compliance with the latest edition of the CRC, CBC and other standards and adopted jurisdiction ordinances. He interprets and enforces adopted City codes & ordinance; reviews plans, calculations & specifications; coordinates & schedules daily inspection assignments. Tom provides technical support to staff/contractors/ clients, trouble-shoots & investigates complaints of code violations.

Contract Inspector

Tom's duties included performing inspections and providing general support to Building Departments in Southern California. In addition, Tom acted as a liaison with the jurisdictions served. He ensures compliance with the adopted building codes and local regulations and installation of plumbing and HVAC systems in new construction and alterations.

City of Huntington Beach
Inspections Supervisor

As the Inspection Supervisor for the City of Huntington Beach, Tom planed, scheduled, and coordinated the field operations of the building division. He conducted the most complex field inspections of industrial, commercial, and residential buildings during various stages of construction and remodeling. He performed field review of plans and specifications; maintained records and prepared appropriate paperwork, correspondence, records, and reports. He successfully resolved disputes between building division staff and developers, contractors, architects, engineers, and the public. He coordinated final inspections with other departments and agencies and trained inspectors and responded to inspector's questions and inquires on codes and city regulations and policies.

City of Long Beach
Building Inspector

Tom provided combination inspections on a variety of construction projects ranging from residential remodels to new multi-story office and hotel buildings to verify compliance with adopted codes and standards including Building, MEP, Energy, Accessibility and local ordinances and regulations

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Gerald Vredenburg

Senior Building Inspector

Certifications

- Certified Building Inspector
- Certified Combination Dwelling Inspector

Background

Jerry is a seasoned and experienced combination building inspector. He is a dedicated professional with strong inter-personal skills and great customer service. He is capable, dependable, detail-oriented, conscientious, courteous, helpful and will look for ways to help customers find solutions during his inspections. He works very well under pressure and in a fast-paced environment. He builds and maintains positive working relationship with peers, management, and customers. He has excellent organizational skills, computer savvy and proven ability to adhere to the established procedures of the jurisdiction.

Select Work Experience

True North Compliance Services, Inc.

Senior Building Inspector

Jerry serves as a True North Compliance Services senior building inspector. He conducts field inspections of variety of construction projects ranging from minor residential to complex new homes and commercial projects for compliance with the latest edition of the CRC, CBC and other standards and adopted jurisdiction ordinances. He interprets and enforces adopted City codes & ordinance; reviews plans, calculations & specifications; coordinates & schedules daily inspection assignments. Jerry provides technical support to staff/contractors/ clients, trouble-shoots & investigates complaints of code violations.

Contract Building Inspector
City of San Bernardino

Jerry's duties included performing inspections and providing general support to Building Departments in the City of San Bernardino. In addition, Jerry acted as a liaison with the jurisdictions served. He ensures compliance with the adopted building codes and local regulations and installation of plumbing and HVAC systems in new construction and alterations.

Contract Building Inspector
City of Orange

Jerry provided combination inspections on a variety of construction projects ranging from residential remodels to new multi-story office and hotel buildings to verify compliance with adopted codes and standards including Building, MEP, Energy, Accessibility and local ordinances and regulations.

City of Redlands
Building Inspector

Jerry provided building inspections on a variety of construction projects ranging from residential remodels to new homes and commercial buildings to verify compliance with adopted codes and standards including Building, MEP, Energy, Accessibility and local ordinances and regulations.

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Alexandra Perkins

Senior Permit Technician/Document Control

Education

- Bachelor's degree in Marketing

Background

Alex is an experienced permit technician and document control with many years of experience serving in multiple jurisdictions. She provides counter services to property owners, business owners, and developers for permitting and processing of discretionary and administrative permits, subdivisions, approvals, and property development entitlements, as well as neighborhood code compliance and zoning violation matters.

Select Work Experience

True North Compliance Services, Inc.
Supervising Permit Technician

Performs document control and intake of submitted projects. Communicates with clients and project applicants related to status of projects. Process projects and calculate fees and other building data. Review permit application for completeness, perform preliminary review for completeness and accuracy, perform fee calculations, route plans, verify approvals and conditions and issue permits. Use the City's permitting system to file permit applications, calculate fees, research zoning and planning requirements, enter approvals and route plans to appropriate divisions and departments.

Use of different types of computer programs to determine building permit requirements, plan check fees, water & sewer fees, and building permit fees. Perform residential and TI plan reviews and communicates effectively with clients and applicants.

Contract Permit Technician
Multiple Jurisdictions in CA

Provided counter services to property owners, business owners, and developers for permitting and processing of building and other permits; Interprets and explains policies and regulations accurately and tactfully to the public with the completion of building permit applications; Issues multiple permits, including building, plumbing, electrical and mechanical; Calculates and processes permit and fees and provides fee estimates as requested; Records and reconciles the daily permit-related monetary transactions.

Graphics Designer

Defining requirements, visualizing and creating graphics including illustrations, logos, layouts and photos for websites, books, magazines, product packaging, and exhibitions.

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Jesica Miner

Permit Technician/Document Control

Education

- Associate Degree in Marketing

Background

Jesica is an experienced permit technician and document control with many years of experience serving in multiple jurisdictions. She provides counter services to property owners, business owners, and developers for permitting and processing of discretionary and administrative permits, subdivisions, approvals, and property development entitlements, as well as neighborhood code compliance and zoning violation matters.

Select Work Experience

True North Compliance Services, Inc.

Permit Technician

Performs document control and intake of submitted projects. Communicates with clients and project applicants related to status of projects. Process projects and calculate fees and other building data. Review permit application for completeness, perform preliminary review for completeness and accuracy, perform fee calculations, route plans, verify approvals and conditions and issue permits. Use the City's permitting system to file permit applications, calculate fees, research zoning and planning requirements, enter approvals and route plans to appropriate divisions and departments.

Use of different types of computer programs to determine building permit requirements, plan check fees, water & sewer fees, and building permit fees. Perform residential and TI plan reviews and communicates effectively with clients and applicants.

Office Manager

Sugar Loaf, Long Beach, CA

Provide excellent customer service; Train new employees on services and products; Perform services on clients; Booking clients and maintain schedule; Manage supplies and inventory; Maintain daily/monthly sales goals; Assist with monthly reports and overlook hours related to payroll; Conduct weekly team meetings & team bonding activities.

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Roy Kim

Permit Technician/Document Control

Education

- College of San Mateo Art-Enrolled

Background

Roy is an experienced permit technician and document control. He provides excellent customer service. He provides counter services to property owners, business owners, and developers for permitting and processing of discretionary and administrative permits, subdivisions, approvals, and property development entitlements, as well as neighborhood code compliance and zoning violation matters.

Select Work Experience

True North Compliance Services, Inc.
Permit Technician

Performs document control and intake of submitted projects. Communicates with clients and project applicants related to status of projects. Process projects and calculate fees and other building data. Review permit application for completeness, perform preliminary review for completeness and accuracy, perform fee calculations, route plans, verify approvals and conditions and issue permits. Use the City's permitting system to file permit applications, calculate fees, research zoning and planning requirements, enter approvals and route plans to appropriate divisions and departments.

Use of different types of computer programs to determine building permit requirements, plan check fees, water & sewer fees, and building permit fees. Perform residential and TI plan reviews and communicates effectively with clients and applicants.

Personal Arts Project Works
Designer

Progressed through personal art projects and assets for Live2D Avatars and streaming setups. Self-trained use of Live2D Cubism, and assortment of illustration programs.

Game Stop

Operate registers to assist customers in locating and exchange desired products; Advise customers on products and payment plans; Organize incoming and outgoing inventory; Inspect and verify customer trade-in items are in a respectable state prior to placing it into inventory.

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26-025

PROFESSIONAL SERVICES MASTER AGREEMENT (BUILDING SAFETY – STAFF AUGMENTATION)

BETWEEN

CITY OF BENICIA AND

4LEAF, Inc.

This Professional Services Master Agreement ("Agreement") is dated July 1, 2025, and is by and between the City of Benicia, a political subdivision of the State of California ("CITY") and 4LEAF, Inc., a California Corporation located at 2126 Rheem Drive, Pleasanton, California 94588, licensed to do business in California, ("CONTRACTOR") relating to 4Leaf: Building Safety Staff Augmentation - Master Service Agreement (FY26-27) Services (“Services").

1. Agreement

1.1. 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 by the City Manager, or designee who is hereby authorized to execute any Task Order and issue a Notice to Proceed, without further action by the City Council, provided the Task Order is within the total authority of this Master Service Agreement. Amendments to this Master Service Agreement require City Council approval.

Staff Augmentation Services may include, but not be limited to:

A. Building Inspector

B. Certified Access Specialist Professional (CASp) Inspector

C. Building Permit Technician

D. California Water Efficiency Landscape Ordinance (WELO) Inspector

E. Building Official

F. Certified Floodplain Manager (CFM)

G. Specialty Services including Building Code Enforcement

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 planning 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.

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1.2. Term of Agreement

A. This Agreement will conclude on June 30, 2027 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.

1.3. 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.

1.4. Compensation

CONTRACTOR shall be compensated, a total value not to exceed $325,000 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 not to exceed 5% or the current year's February change of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Francisco-Oakland-Hayward, CA index, whichever is lower, and must seek CITY's authorization for rate changes. 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.

1.5. 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 in excess of $1,000.00, where prevailing wages are required by 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 City's Public Works Office and may be obtained from the California Department of Industrial Relations website

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[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 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. CONTRACTOR 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 CONTRACTOR shall pay federal Davis Bacon wages and comply with applicable federal requirements.

B. 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.

C. CONTRACTOR, where applicable, 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.

1.6. 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

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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. **Patent Rights, Copyright, Trade Secrets:** CONTRACTOR 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.

C. **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 artd will survive termination of this Agreement.

D. **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.

E. **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.

F. **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

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Agreement in favor of the CITY and the Indemnitees in the exact form and substance as those contained in this Agreement.

G. **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 al I 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

1.7. 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.

1.8. 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.

1.9. 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

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services, or expenses, except for reasonable administration expenses, incurred by CONTRACTOR by reason of such suspension.

1.10. 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 based on a final invoice from the CONTRACTOR.

1.11. 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 I 101, 1102and1102.1; 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.

1.12. 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:

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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. § l8700(a) (2))

1.13. 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.

1.14. 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.

1.15. 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.

1.16. 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.

1.17. 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.

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1.18. 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.

1.19. 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 during the term of this Agreement.

1.20. 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.

1.21. 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: Stacy Hofacre

Senior Management Analyst

shofacre@ci.benicia.ca.us

To Contractor: Kevin J. Duggan

President

kduggan@4leafinc.com

1.22. 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.

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1.23. 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.

2. Insurance Requirements

2.1. INSURANCE REQUIREMENTS

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated July 1, 2025, by and between 4LEAF, Inc., hereinafter referred to as "Contractor", and the City of Benicia, hereinafter referred to as "City", providing for professional services.

2.2. 1. Contractor's Duty to Show Proof of Insurance

Contractor, 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 Contractor's acts, errors, or omissions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Contractor shall not perform any work under this Agreement until Contractor 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, Contractor 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, Contractor 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. Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or City as an additional insured.

2.3. 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

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for liability arising out of Contractor'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. Contractor 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.

2.4. 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.

2.5. Workers' Compensation Insurance

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

2.6. 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.

2.7. 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.

2.8. Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Contractor, at Contractor'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.

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2.9. Insurance terms and conditions:

3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Contractor shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Contractor 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. Contractor 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 Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor 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 Contractor is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Contractor'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 Contractor'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 Contractor 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 Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor. City, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Contractor agrees to reimburse City for

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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 Contractor 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 Contractor and its Subcontractors shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Contractor's fees under this Agreement (and the fee of its Subcontractors under Subcontractor agreements) shall be reduced by the amount of insurance premiums that may be avoided by Contractor and its Subcontractors 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 Contractor's and Subcontractors policies. Construction Manager and its Subcontractors shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

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

"4LEAF, Inc." By: DocuSigned by: Kevin Duggan 813734D654DD4B5... 6/25/2025
Kevin Duggan

Its: President

"City" By: _____

Its: _____

"Department" By: _____

Its: _____

"City Attorney" By: _____

Its: City Attorney

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Exhibits List

A - Scope of Work

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Exhibit A

Scope of Work

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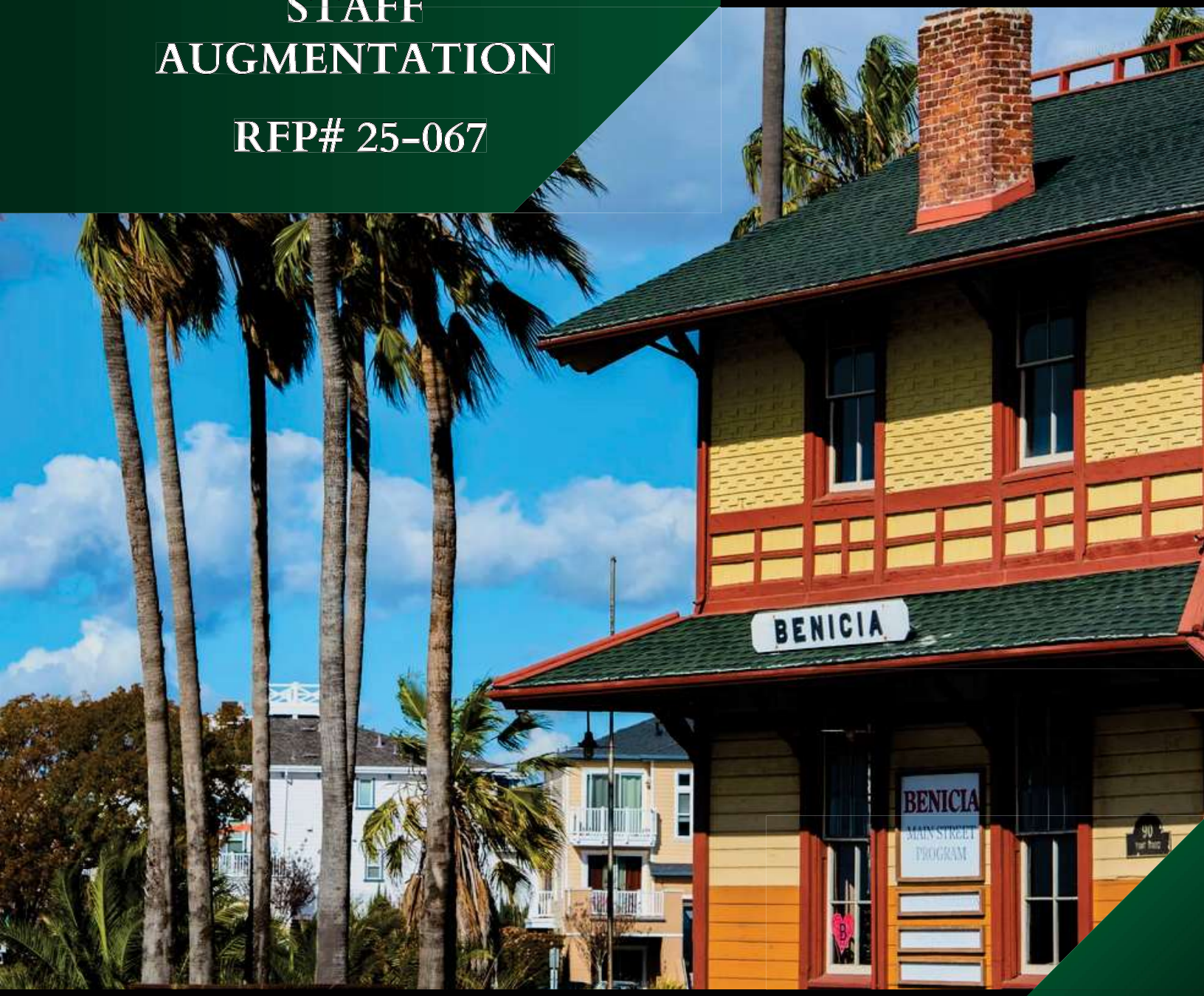
PROPOSAL TO PROVIDE

ON-CALL BUILDING SAFETY SERVICES – STAFF AUGMENTATION

RFP# 25-067

TO THE

CITY OF BENICIA



4LEAF, INC.
2126 RHEEM DRIVE
PLEASANTON, CA 94588
(925) 462-5959

APRIL 14, 2025

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ON-CALL BUILDING SAFETY SERVICES – STAFF AUGMENTATION

TO THE

CITY OF BENICIA

SECTION 1

COVER LETTER

4LEAF, INC.

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City of Benicia
Community Development Department
250 East L Street
Benicia, CA 94510
Attn: Suzanne Thorsen; Community Development Director, Stacey Hofacre; Permit Services Analyst

April 14, 2025

RE: Proposal to Provide On-Call Building Safety Services – Staff Augmentation, to the City of Benicia

4LEAF, Inc. (4LEAF) is pleased to present our proposal to provide On-Call Building Safety Services – Staff Augmentation, to the City of Benicia (City). 4LEAF has been providing plan check, inspection, and other related services to numerous public clients throughout California for over 24 years. We look forward to the opportunity to provide these services to the City. 4LEAF is uniquely qualified and is an ideal consultant choice for the following reasons:

☑ Familiar Consultant and Local Presence

4LEAF is currently working with the City of Benicia to provide On-Call Building Inspection, Plan Review, and Development Engineering Services. This has allowed us to become familiar with the department's processes and procedures. In addition to serving the City, 4LEAF has provided services to numerous bay area municipalities. As such, our firm has the necessary local staff to address any needs the City may have. Some of 4LEAF's local clients include:

- City of Oakland
- City of El Cerrito
- City of San Leandro
- City of Newark
- City of Union City
- City of Richmond
- City of Pinole
- City of Brentwood
- City of Pittsburg
- City of Berkeley
- City of Walnut Creek
- City of San Pablo
- County of Alameda
- County of Contra Costa
- County of San Mateo

☑ Full-Service Firm

As a full-service firm, 4LEAF can provide departmental services to aid with high project workloads that require additional staff assistance. We provide jurisdictions with Building, Planning, Public Works, and Fire Department services and have qualified staff available to serve the City with remote, on-site, part-time, or full-time project needs. For the scope of this contract, our services include:

- **Inspection:** We have over 200 inspectors on staff who specialize in Residential, Commercial, Industrial, Energy, Fire, ADA, Solar, HCAI, and Public Works projects. We have a track record of providing inspectors as-needed for long- or short-term projects, including one day assignments to cover staff training, sick days, vacation days, or spikes in permit activity.
- **Code Enforcement:** 4LEAF staff have experience working with property owners and other responsible parties to bring properties and conditions into compliance. Our Code Enforcement team is skilled in using processes including issuing administrative citations to establish whether violations of law exist on a property and ensuring compliance.

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☑ Management Team

Craig Tole: With nearly 20 years of building department experience, Craig has the requisite experience to manage all as-needed requests from the City of Benicia. Craig will ensure that 4LEAF provides curated staff to meet the City's specific plan review and inspection needs.

Lowell Brown: Lowell has over 40 years of experience in the Regulatory Building Industry, working across both public and private sectors. His expertise in code compliance allows clients to rely on 4LEAF for technical guidance, while also understanding the challenges faced by the development team.

Pete Roque: As 4LEAF's National Director of Code Enforcement, Pete is responsible for managing 4LEAF's Code Enforcement clientele. Pete has 18+ years of industry experience, has served on several local, State, and National boards, has managed several Code Enforcement Divisions, and is an industry subject matter expert.

Nicholas (Nick) Henderson: As NorCal Regional Area Manager, Nick helps collectively manage the entirety of 4LEAF's Building and Safety Services Division that includes more than 350 employees, including more than 200 Inspectors. Nick will discuss with the Building Department the exact personnel that are available at the time of request and give the Building Official several options.

Giovanni Caponigro: Giovanni serves as 4LEAF's Inspection Coordinator and is self-motivated and driven to provide excellent customer service delivery and is proficient at coordinating and leading teams to benefit mutual growth and success.

☑ Leadership

The contract with the City of Benicia will be managed by Craig Tole and Lowell Brown. Together, they bring over 60 years of experience in the Community Development industry, equipping them with the expertise needed to provide our municipal clients with top-tier staff for their projects and personnel needs.

President	VP, Community Development	4LEAF Local Office
Kevin J. Duggan Office: (925) 462-5959 Mobile: (925) 250-7602 Email: KDuggan@4leafinc.com	Craig Tole Office: (925) 462-5959 Mobile: (925) 580-4055 Email: CTole@4leafinc.com	2126 Rheem Drive Pleasanton, CA 94588 Office: (925) 462-5959 Website: 4LEAFINC.COM

We appreciate this opportunity to present our proposal. If you have any questions or require additional information, please feel free to use the contact information above.

Respectfully submitted,

Kevin J. Duggan
President

Craig Tole
Vice President, Community Development

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ON-CALL BUILDING SAFETY - PROFESSIONAL SERVICES

TO THE

CITY OF BENICIA

SECTION 2

PROJECT ORGANIZATION CHART

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SECTION 2: PROJECT ORGANIZATION CHART

THE CITY OF BENICIA CALIFORNIA

Exec. PM / VP, Community Dev.
Craig Tole

Project Manager
Lowell Brown

Natl. Dir. Code Enforcement
Pete Roque

NorCal Regional Area Mgr.
Nicholas Henderson, CBO

Inspection Coordinator
Giovanni Caponigro

ADDITIONAL ON-CALL SUPPORT STAFF

Permit Technicians	Inspectors		Code Enforcement
Danielle Hendricks	Steven Arnold, CBO, CASp	Andrew Cadiz	Michael Torres
Shayne Prudente	Andrei Oustinov	Charles Seevers	JorDann Crawford
Kaitlin Hausmann	Michael Decroix	Michael Hosier, CBO	Alexis Burrola
Megan Lobao	Chris Fowler, CBO, HCAI A	David Brakebill	Leslie Mya M.
Liliana Zavala	Kono Soong, CBO	Salesi Vakalahi	Leslie DeLeon

Over 250 Additional On-Call Staff Available

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PROPOSAL TO PROVIDE

ON-CALL BUILDING SAFETY - PROFESSIONAL SERVICES

TO THE

CITY OF BENICIA

SECTION 3

DESCRIPTION OF RESPONSIBILITES

4LEAF, IN

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SECTION 3: DESCRIPTION OF RESPONSIBILITIES

We understand that the City of Benicia seeks a qualified firm with the capacity to deliver inspection services for projects of all sizes and complexities. As leaders in the Community Development industry, we are confident in our ability to meet the City's inspection needs.

With extensive experience providing plan review services for a wide range of community development projects, we have a strong understanding of the regulatory frameworks that govern construction in California. Our team includes licensed inspectors who are well-versed in the requirements of both Federal and State codes, as well as City-specific regulations, ensuring that we can effectively manage and oversee complex construction projects.

Proven Track Record of Timely and Accurate Inspections

4LEAF has a proven history of providing timely, thorough, and precise inspection services. Our approach emphasizes accuracy, clear communication, and collaboration with City staff and applicants to resolve any challenges or discrepancies early in the process. This proactive approach ensures that potential delays are minimized and that all inspections are in full compliance with the relevant regulations.

Identification and Knowledge of Applicable Regulations

Our team is well-versed in the most current Federal, State, and local regulations that affect Inspection projects in California. This includes, but is not limited to, compliance with the following:

- California Water Efficiency Landscape Ordinance (WELO) Compliance
- Americans with Disabilities Act (ADA) Standards
- California Building Standards Code (CBSC)
- City of Benicia Municipal Codes

We will ensure that all inspections are conducted in accordance with the latest versions of these and any other required regulations and that our recommendations and comments are based on these standards.

Specialty Services

4LEAF also has the capabilities and understanding to provide specialty services as requested by the City, including Code Enforcement Services.

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Attachment 3: 4LEAF - Staff Augmentation Master Service Agreement

ON-CALL BUILDING SAFETY - PROFESSIONAL SERVICES

TO THE

CITY OF BENICIA

SECTION 4

TEAM MEMBERS

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SECTION 4: TEAM MEMBERS

Management Team

Craig Tole – Exec. Project Manager / Vice President, Community Development

Craig has served Community Development Departments for the past 20 years under the supervision of the company President. Among Craig's responsibilities include the day-to-day contact with many of 4LEAF's clients in the Building & Safety, Engineering, and Construction Management industries. Craig has successfully managed a multitude of inspection projects ranging from $1 million to $6 Billion. Craig also manages numerous County IOR programs including San Mateo County PDU, Santa Clara County FAF, Alameda County GSA, and Santa Cruz County GSD.

Office - (925) 462-5959 | Cell - (925) 580-4055 | Email - CTole@4leafinc.com

Lowell Brown – Project Manager

Lowell brings over 40 years of experience in the regulatory building industry, having worked in both public and private sectors. His expertise in site development and building systems allows for project coordination that aligns with the best interests of our clients. While managing Architectural, Mechanical, Electrical, and Plumbing plan reviews, Lowell has simultanisly represented 4LEAF on major projects for jurisdictions from Power Generating Stations, Hydrogen Facilities, Chip Manufacturing to Data Centers. His philosophy centers on training and supporting both staff and clients as their liaison to ensure compliance and to maintain flourishing relationships throughout the plan review and construction phase.

Office - (925) 462-5959 | Cell - (925) 890-9979 | Email - LBrown@4leafinc.com

Pete Roque – National Director of Code Enforcement

Pete brings with him over 19 years of experience in Code Enforcement and has served in the capacities of Code Enforcement Administrator, Code Enforcement Manager, and Community Development Inspector II for multiple municipalities. Pete is proficient in conflict resolution and has a wealth of knowledge in the subjects of permit regulations, City codes, housing investigations, citation issuance, and lien appeals.

Office – (925) 462-5959 | Cell – (562) 569-0098 | Email – PRoque@4leafinc.com

Nicholas (Nick) Henderson, CBO – Northern California Regional Area Manager

Nick is a highly experienced ICC Certified Building Official with extensive administration and project management experience spanning over 45 years. He has successfully guided development department staff in inspection and plan review through all phases of complex and capital-intensive projects. Nick is experienced in directing all department responsibilities including plan review, inspections, office and field supervision, and code interpretation. With his customer-first attitude and approach, Nick makes a difference to those he works with through his skills in complaint resolution, problem solving, and team building.

Office: (925) 462-5959 | Cell: (530) 338-5898 | Email: NHenderson@4leafinc.com

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Giovanni Caponigro – Inspection Coordinator

Giovanni expertly balances the demands of growing business opportunities with the complex task of coordinating inspection personnel across various municipalities. With a strong foundation in strategic planning and relationship management, Giovanni excels at identifying and nurturing client partnerships while ensuring the coordination of inspectors is streamlined and efficient.

Office - (925) 462-5959 | Cell - (925) 719-6072| Email - GCaponigro@4leafinc.com

On-Call Supporting Staff

Steven Arnold, CBO, CASp – Certified Access Specialist (CASp) Inspector

Steven is an experienced CASp Inspector with 25 plus years of expertise in the industry. He has excellent working knowledge of all types of construction, including architectural, structural, electrical, mechanical, and plumbing. Steven is extremely committed and has shown dedication by obtaining certifications through the International Code Council (ICC). Steven has experience managing and overseeing the continual operations of the Building Department. Steven is an adaptable leader that quickly identifies departmental issues and solves them by utilizing his ample experience. He prides himself on his ability to solve problems and react well under pressure, while maintaining the effectiveness of his team. Steven has maintained many professional relationships with his staff and members of the public, by being available and having a plan.

Andrei Oustinov – Senior Combination Building Inspector / MWELO Inspector

Andrei is an ICC Certified Combination Inspector and Inspector of Record with more than 32 years of hands-on experience in all aspects of construction, including: electrical, plumbing, mechanical, concrete, rough, and finish carpentry. Combined, his experience includes 20 years of supervisory experience, 17 years of experience in the building inspection field for a public building inspection office, five years of experience as a Senior Inspector, Plan Checker and Supervising Inspector, and 8 years as a Building Inspection Manager. Additionally he has a history of supervising and providing MWELO Inspections for clients such as the County of San Benito.

Michael Decroix – Senior Building Inspector / Inspector of Record

Michael has more than 24 years of experience in the construction & Inspection industry. He has been involved with many high-profile projects such as $1.3 Billion Modernization Project for the San Jose Mineta International Airport, the National Steinbeck Center, Salinas Sports Complex, and the Residential Care Facility. He has extensive knowledge of and experience applying, implementing, and enforcing the International Building Codes through plan reviews and inspections. Michael is proficient with all major construction methods and procedures, including hands-on management experience as a representative and overseer.

Andrew Cadiz – Building Inspector

Andrew is an experienced Building Inspector and Site/Drone Surveyor with a strong foundation in solar energy systems and infrastructure. He has a successful track record managing field projects, meeting performance targets, and ensuring code compliance across both public and private sectors. On behalf of 4LEAF, Inc., Andrew has provided inspection services on to multiple Bay Area municipalities, including the Cities of Benicia, El Cerrito, Sonoma, Pleasanton, Cupertino, Union City, and Hollister. With several years in the solar industry as both a Service Technician and Drone Surveyor, he brings hands-on expertise with systems like SolarEdge and Enphase, and proficiency in drone mapping platforms such as Scanifly. FAA-certified and technically trained in mapping and inspection, Andrew delivers accurate survey data and thorough reports.

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Charles Seevers – Building Inspector

Charles is a seasoned professional with 15 years of office management and bookkeeping experience in the community development industry. Having recently provided inspection services to the City of Benicia, he is familiar with the City's processes and procedures. He is a detail-oriented Inspector, checking project conformance to adhere with city regulations and code. He is a safety-oriented professional with a strong attendance record. Charles is hardworking, is proficient in conducting accurate visual measurement tests, and preparing/maintaining comprehensive inspection reports and records. Overall, Charles is a team player committed to collaborating and working cross-functionally to meet all milestones and schedules.

Danielle Hendricks – Senior Permit Technician

Danielle is an exceptional team member who takes initiative in any project or task she is assigned. As an ICC Certified Permit Technician, she is highly skilled in handling building permit duties and ensures compliance with all relevant regulations. She excels in office management duties, including front desk operations, and effectively communicates with building management, outside services, the general public, and vendors. Danielle is punctual, self-motivated, organized, and has a proven ability to multitask and thrive in a fast-paced, demanding environment.

Shayne Prudente – Permit Technician

Shayne is an exceptional team member who takes initiative in any project/task she is assigned and has over 8 years of customer service experience. She is skilled in office management duties including front desk operations and communicating with multiple department managers, outside services, vendors, and customers. Shayne is punctual, self-motivated, has strong organizational skills, and has the ability to multitask in a fast-paced and demanding environment due to her previous work experience. Her professionalism, organizational skills, and quality work ethic makes her a great asset to any department.

Michael (Mike) Torres – Code Enforcement Supervisor

Michael is a highly efficient professional with 13+ years of customer service experience and 16+ years of related industry experience in working with building departments. Michael is a resolute team player with a strong suit in problem solving abilities, logistical planning, managing projects, and ensuring project completion while working with stakeholders. His professional and scholastic knowledge and experience with Code Enforcement Units has equipped him with the knowledge needed to respond to blight and nuisance complaints, schedule abatement clean-ups in collaboration with code units, and successfully assist in bringing properties into compliance. Michael is a professional guided by his integrity along with his diligence and ensuring tasks are completed efficiently and timely, making him an asset to any department.

Alexis Burrola – Code Enforcement Officer

Alexis is a proficient code enforcement professional with a strong background in supporting individuals within regulated environments. She is skilled in conducting comprehensive facility inspections, developing Behavior Support Plans, and maintaining accurate client records. Alexis excels in communicating with clients and team members to ensure compliance and quality care. She demonstrates effective leadership in coordinating team operations, providing feedback, and liaising between professionals. Alexis is adept at upholding standards and fostering positive growth within structured settings.

Full Resumes, including qualifications, education, and professional certifications, for Management and On-Call Supporting Staff have been submitted to the corresponding questionnaire via the City's procurement portal.

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ON-CALL BUILDING SAFETY - PROFESSIONAL SERVICES

TO THE

CITY OF BENICIA

SECTION 5

APPROACH

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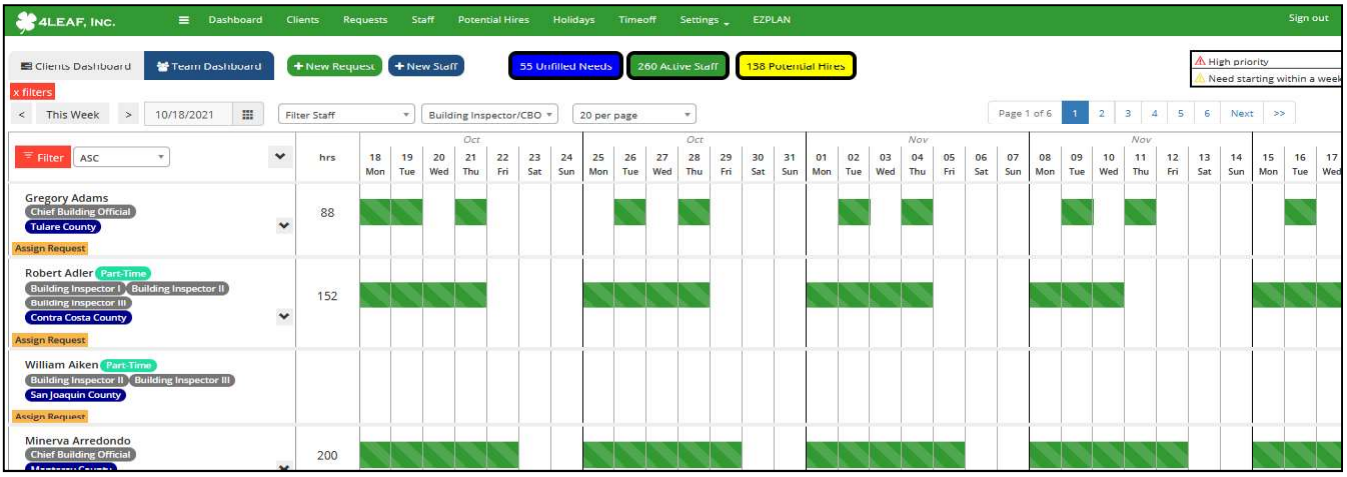
SECTION 5: APPROACH

Inspection Services

4LEAF has a team of more than 200 ICC Certified Building Inspectors, OSHPD/DSA Inspectors of Record, Fire Personnel, and Construction Inspectors working on various contracts. 4LEAF has a team committed to work throughout California who will remain for the duration of projects to ensure we capture the goals and performance that have made our inspection system successful. With our diverse and exceptionally qualified inspection staff, we are confident in our ability to provide **Residential Building, Commercial Building, Combination Residential, and Combination Commercial Inspector(s)** to the City.

We maintain the largest database of qualified inspectors of varied qualifications. Inspectors vary from current full-time inspection staff, idle staff (temporarily between assignments), and pre-qualified staff which include inspectors who are available subject to client demand. 4LEAF's inspectors are all ICC Certified and experienced working within a municipal work environment. 4LEAF will provide inspectors with all the necessary tools, equipment, and current code books sufficient to facilitate all required inspections. **4LEAF can provide interim or full-time inspectors same-day or within one business day—**simply call, email, or text our assigned Project Manager for an immediate response. Our on-call database is utilized for all our clients for as-needed requests.



Periodic Inspection Services → Available Next Day

4LEAF can fulfill inspection requests immediately upon request including same day. 4LEAF has a wealth of local and available inspectors ready to serve the City. In addition, 4LEAF has a proven track record of providing such services to a number of different building departments.

Part-Time Inspection Services → Available Next Day

4LEAF will provide the City with part-time inspectors upon request. 4LEAF can provide part-time staff within 24 hours of request for any duration of time. 4LEAF's Project Manager will work closely with the department to identify the right personnel and determine the appropriate work schedule.

Full-Time Inspection Services → Available Two Days or Less

4LEAF can provide full-time inspectors upon request. 4LEAF provides this service regularly to many clients throughout Southern California, Northern California, Central Valley, Central Coast, Sacramento Valley, Peninsula/South Bay, East Bay, and North Bay.

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Project Specific Inspection Services → Available Two Days or Less

4LEAF is often tasked with providing inspection services to large projects on behalf of municipalities. 4LEAF currently handles large-scale projects for such clients as the City of Palo Alto, City of Cupertino, etc. These projects are developer funded into a separate City account which is distributed to 4LEAF using a separate invoice and contract number. This is particularly helpful to fast paced projects looking for continuous inspection services over a short period of time (i.e. 6 - 36 Months).

Inspection Technology

4LEAF has extensive experience working with various inspection reporting technologies, including **elas**.™ and GoFormz which 4LEAF used this for all scopes of the Apple 2 Campus **(~$8 Billion)**, and for the Encore Boston Harbor Casino **(~$2.6 Billion)**, San Mateo County Project Development Unit **(~$1.1 Billion)**, and at San Jose State University **(~$1 Billion)**. Innovative technology allows every piece of information collected on a project to be accessible by all staff as every inspection report is stored securely and safely in the cloud. The information can be accessed through a user's web account where any inspection report can be viewed, and reports can be ran using stored project data. With inspection technology, 4LEAF inspectors are able to leave detailed notes under the inspections and observations box and instantaneously attach pictures to reports to show the items inspected. By means of an iPad, inspectors sign reports using a mobile signature block and attached pictures of the item inspected that were taken using the iPad.

Innovative Technology Through elas.™

elas.™ was developed by experts in the construction field. This insider knowledge ensures solutions are finely tuned to the unique needs and challenges of the construction industry.

Our commitment to continuous innovation keeps **elas**.™ at the forefront of special inspection reporting software. We actively incorporate client feedback and industry best practices to provide the most advanced tools and features available. This dedication ensures your investment in **elas**.™ grows with you, adapting to the ever-changing demands of the construction industry.

Experience the Difference

Discover how this innovative technology can empower your team to achieve greater efficiency and success. Let **elas**.™ be your partner in revolutionizing construction inspection reporting.

By leveraging the strengths of **elas**.™, construction professionals can achieve unparalleled efficiency, accuracy, and control over their projects. Let this investment work for you and experience the difference that real-time reporting and expert-driven solutions can make in your construction projects.

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4LEAF, INC.
CONSTRUCTION MANAGEMENT · PLAN CHECK
INSPECTION · PLANNING · CODE ENFORCEMENT

Building Department Services

4LEAF has a proven track record of providing Permit Technician/Counter staff and Building Officials to jurisdictions. 4LEAF can deploy such staff on short notice and offer training programs for department staff, if required. Our staff encompasses the right combination of experience, education, and certifications.

Permit Technician

4LEAF Permit Technician Staff must be experienced and dedicated to serving the public at the Planning and Building Department counter. 4LEAF has numerous Permit/Counter Technicians on staff, many who are currently assigned to Building Departments throughout the state. All staff will have the materials, resources, tools, and training required to perform the job. Typical Permit Technician duties include:

- Accepting plans for plan check
- Verification that plans are accurate and complete
- Calculating permit fees
- Explaining ordinances and procedures to owners, contractors, developers, architects, and the public
- Assisting with preparation of permit applications
- Receiving plans for Planning and Building permits and route to various agencies (if requested)
- Accepting complaints on code violations, process, and record complaints
- Answering phone calls for field and office staff
- Processing inspection requests
- Maintaining files for building permits
- Operating the Building Department's computerized information system
- Inputting a variety of information, including building permits and inspections
- Completing related duties and responsibilities as assigned by Building Official and Senior staff members

Building Official

The 4LEAF Interim Building Official can provide in-house plan reviews to the City, limiting the amount of projects distributed to outside consultants and helping the City achieve significant cost savings. The Building Official will act as an adjunct staff member to the City and work with City personnel and various departments to perform professional building services including but not limited to plan review, permit technician, building inspection, and code enforcement.

Staff qualifications for this role include evaluating and documenting projects for compliance with applicable building standards and housing codes, on- and off-site plan review, staff augmentation, and other building department related tasks. Proposed staff for this role will be appropriately trained and certified for all work.

Placement Schedule

Building Department Staff	Interim	Full-Time
Permit Technician (ICC Certified)	< 2 Days	< 5 Days
Assistant Permit Technician/ Counter Staff	< 2 Days	< 5 Days
Building Official	< 2 Days	< 15 Days

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Code Enforcement Services

Our Code Enforcement personnel are certified through the **International Code Council, CACEO, and various training programs offered through accredited institutions**. In addition, most of our personnel hold a PC832, ICC Property Maintenance and Housing Inspector, and/or CACEO.

4LEAF staff have experience in collaborating with property owners and other responsible parties to bring properties into compliance with regulatory standards. Our team is entrusted with the responsibility of ensuring adherence to local, state, and federal laws, codes, ordinances, and regulations pertaining to various aspects of community development and public safety. Our Code Enforcement team possesses a diverse skill set and expertise covering a wide area, including building construction, zoning, land use, property maintenance, health and sanitation, environmental protection, and public nuisances. Our Code Enforcement team is adept at utilizing various procedural mechanisms, such as issuing administrative citations, investigating potential violations and ensuring prompt resolution while upholding legal integrity. At 4LEAF, our primary goal for our code enforcement team is to promote and maintain the health, safety, and welfare of residents and visitors within the municipality or jurisdiction we serve.

4LEAF Code Enforcement Officers have experience in writing criminal citations and in working with legal counsel to assist in the successful prosecution of Code Enforcement cases either in criminal or civil courts when necessary. We focus on nearly every area of Code Enforcement including, but not limited to, the following categories detailed below.

Scope of Services & Areas of Enforcement

Standard Operating Procedures

4LEAF's Code Enforcement Directors have an extensive history with Cities and Counties in preparing Standard Operating Procedures (SOP's) to ensure consistency while performing code enforcement duties. This will provide guidelines for Code Enforcement personnel to implement and achieve voluntary compliance. These SOP's are specific to each community's needs and we help establish a uniform set of guidelines for consistency and efficiency. Some of these areas include:

- Training guidelines for new Code Enforcement Officers
- Safety guidelines (including Officer Safety Procedures or compliance with SB246)
- Hearings
- Testimony

Blight Enforcement

Our team works to identify and enforce state and local laws pertaining to the maintenance of private property. Through field contact with tenants and property owners, our team works efficiently in providing guidance to address blighted conditions such as overgrown weeds, trash, debris, and graffiti.

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Classroom Training with CEUs

You can often find members of 4LEAF training nationally for organizations such as the International Code Council (ICC), American Association of Code Enforcement (AACE), California Association of Code Enforcement Officers (CACEO), and other nationally recognized affiliations of these chapters. 4LEAF's training leads include Pete Roque, Kenneth Eckman, and Alejandra Molina. Our instructors are nationally accredited and offer Continuing Education Credits (CEUs).

Our trainers currently cover topics such as:

- 10 Most Common Complaints
- Accessible Parking
- ADU Legislation
- Agency Promotion Community Relations
- Banner and Sign Enforcement
- Basic Ethics
- Basic Ethics and Inspections
- Basic Ethics, Authority, and Inspections
- Basic Inspection Protocol
- Basic Report Writing
- Basic Residential Construction
- Blueprint Reading
- Building And Safety Presentation
- Building Blocks for Code Enforcement Officer Success
- Building Code
- Building Inspections and Code Enforcement – A Powerful Duo
- Case Documentation
- Case Management from Start to Finish
- Code Enforcement 101
- Code Enforcement Culture
- Courtroom Testimony and Demeanor
- Dealing With Difficult People
- Effective Communications – Bridging the Gap with External and Internal Customers
- Ensuring Short-Term Rental Reg. Compliance
- Essentials for Short-Term Rental Enforcement
- Ethics
- Hoarding
- Individual Awareness and Preparation
- Inspection Protocol
- Interior Inspections
- Intermediate Communications
- Interview And Interrogation
- Interview And Report Writing
- Investigative Report Writing
- IPMC 2021 or 2018 Exam Prep
- IPMC 2021 Overview
- Landlord Tenant Disputes
- Legal Aspects
- Marketing Your Code Enforcement
- Mobile Vending
- Mold, Lead, Asbestos, & Vectors Enforcement
- Multi-Agency Task Forces
- Officer Safety – Drug Awareness for the Code Enforcement Officer
- Officer Safety – Encountering Mental Illness in the field of Code Enforcement (Self-Care)
- Officer Safety – Field Inspection Protocols for the Code Enforcement Officer
- Officer Safety – Gang Awareness for the Code Enforcement Officer
- Officer Safety – Hazardous Building Safety for the Code Enforcement Officer
- Planning And Zoning Basics
- Property Maintenance

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Community Outreach

4LEAF will review current outreach and engagement initiatives and make appropriate recommendations to the City. Items typically reviewed include:

- Opportunities for involvement in community events
- Creation of pamphlets and marketing material
- Social media engagement
- News media outlets
- Municipal Code Enforcement web page
- Review of frequently asked questions

Department Assessments

4LEAF is working with many Community Development Departments to provide assessments of their code units reviewing closely staffing levels, Standard Operating Procedures (including branding/rebranding, target issues, prioritization of existing Code Enforcement cases, community engagement strategies, written materials such as compliance notices, postings and door hangers, data entry, inspection response time management, and training programs. Additionally, 4LEAF provides in-house assessments and regular meetings with directors and municipal stakeholders for plan implementation and execution.

Hearing Officers

4LEAF has Hearing Officers available for contracted municipalities. Our seasoned officers are trained to understand the existing Municipal Code as well as other adopted codes and make a knowledgeable determination regarding the validity of a violation. Results may include the issuance of fines or granting additional time for compliance for respondents with unusual hardships.

Inspections

4LEAF can provide certified and qualified staff to perform inspections in a lawful manner that respects the reasonable expectations of privacy and security of residents and their properties. Inspections conducted will determine if conditions on the properties are compliant with applicable sections of the current editions of the International Property Maintenance Code (IPMC), Municipal Code, Zoning Code, California Health and Safety Codes, Uniform Housing Code, Uniform Code for the Abatement of Dangerous Building, CA Residential Code, CA Building Code, and trade codes. Upon assignment, 4LEAF's Code Enforcement staff will be ready to respond and provide compliance solutions to code cases, new and existing, with minimal impact to current processes.

4LEAF Code Enforcement Inspectors are qualified to do the following:

- Perform inspections for violations of Building Codes and Ordinances as adopted by the municipality.
- Research properties for prior approvals, permits, and general information relating to violations.
- Investigate and take necessary action when a violation of municipal codes exists.

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- Consult with the City Council as required, when requested by the Code Enforcement Manager/Director, and when escalated enforcement may be required.
- Comply with the City's procedures for reporting inspection results and deficiencies.
- Use City inspection correction forms.
- Complete necessary digital entries that capture site inspection results, case status communications and any documentation of notices provided to responsible parties and stakeholders.
- Conduct follow-up inspections as needed.
- Notify the responsible parties of other agency approvals prior to closing a Code Enforcement action.
- Maintain records as needed for the efficient and effective operation of the City.
- Meet with members of the public and municipal staff on a daily basis as needed.

Short-Term Rental Programs

One of the fastest-growing programs within Code Enforcement Divisions is short-term rentals. 4LEAF assists with compliance with municipal short-term rental ordinances that require property owners to adhere to several rules, including limiting the number of daytime and overnight guests, prohibiting events and amplified sound, and posting specific rules and emergency information, among others. Short-term rentals are presenting challenges within our communities. While these rentals offer unique opportunities for travelers and hosts, they have also brought forth various concerns that warrant immediate attention. Housing availability, neighborhood dynamics, and safety considerations have raised valid apprehensions among residents. 4LEAF understands these issues and is pleased to present a comprehensive scope of services designed to regulate short-term rentals effectively, fostering a harmonious coexistence for all stakeholders involved. Our proposed solution encompasses meticulous research, the development of fair regulations, stringent compliance inspections, and a robust enforcement system to address illegal postings and operations. With these measures in place, we can resolve the prevailing issues and create a sustainable short-term rental ecosystem that benefits the entire community. We look forward to collaborating with you all in implementing this solution and achieving a positive and lasting impact on our neighborhoods. These are scopes of services that we provide, including but not limited to:

1. Research and Analysis: Conducting a thorough study of the local short-term rental market is crucial to understanding the current landscape and potential impact on the community. This data-driven approach enables your jurisdiction to make informed decisions and design effective regulations tailored to your specific needs.

2. Developing Regulations and Policies: Developing clear and well-defined regulations is essential for creating a level playing field for all short-term rental operators. These policies help establish guidelines, standards, and boundaries that ensure the industry operates responsibly, benefiting both residents and hosts alike.

3. Licensing and Registration: Implementing a licensing and registration system ensures that only eligible and responsible operators are allowed to offer short-term rentals. This process helps your jurisdiction track and communicate with operators, making it easier to enforce regulations and ensure compliance with safety and tax requirements.

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4. Compliance Inspections: Regular compliance inspections are vital to guarantee the safety and quality of short-term rental properties. By verifying adherence to regulations, your jurisdiction can maintain community safety, prevent potential hazards, and protect the rights of both guests and neighbors.

5. Enforcement and Penalties: A robust enforcement mechanism, including penalties for non-compliant operators, serves as a deterrent against illegal or irresponsible practices. By imposing consequences for violations, authorities can discourage unlawful behavior and encourage operators to adhere to the established regulations.

6. Data Monitoring and Reporting: Implementing or ensuring that proper documentation is completed is standard operating procedure for 4LEAF. A proper data monitoring system provides insights into the short-term rental market's impact on housing and the local economy. It enables evidence-based decision-making, helping your jurisdiction adjust regulations if necessary and fostering transparency in the regulatory process.

7. Public Awareness and Education: Public awareness campaigns educate both short-term rental operators and residents about their respective rights and responsibilities. By promoting best practices and addressing concerns, these campaigns foster a sense of community understanding and cooperation, reducing potential conflicts.

8. Collaborative Partnerships: Partnering with short-term rental platforms and law enforcement agencies fosters cooperation and facilitates compliance. Data sharing and joint efforts between these stakeholders help streamline the enforcement process and address challenges more effectively.

9. Complaint Resolution: a complaint resolution empowers residents to report issues and complaints related to short-term rentals. Swift and fair resolution of complaints helps maintain harmony within the community and ensures that any problems are addressed promptly.

10. Periodic Review: Regularly reviewing and updating regulations allows your jurisdiction to keep pace with changes in the short-term rental industry and adapt to new challenges or opportunities. This flexibility ensures that the regulatory framework remains relevant and effective in achieving its intended goals.

Lead Abatement

Although lead-based legislation has been around since the 1950s, nationwide regulation was not enforced until 1971 with the introduced of the Lead-Based Paint Poisoning Prevention Act (LBPPPA), which prohibited the use of lead-based paint in residential structures constructed or rehabilitated by the Federal government or with Federal assistance. In 1973, an amendment to the LBPPPA stated that lead-based paint should be removed from pre-1950 housing and structures. Our Code Enforcement team follows the requirements set forth by the State of California to ensure proper lead safe practices are taking place in removal of lead-based paint to protect citizens from exposure.

Additionally, our team participated at the National Healthy Homes Conference in 2022 in Baltimore, MD, where we spoke on the importance of Code Enforcement for Lead Paint Abatement Programs to safeguard communities.

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Massage Parlor Enforcement

This scope can often be utilized for undercover stings with partnering agencies for businesses that not only violate criminal laws but also building code violations, licensing requirements, and potential massage parlor ordinances in the City. Early detection is vital in these cases and steps include background checks and other reasonable means of identification and clearances. Our team has championed programs specializing in identifying and mitigating illegal actions in massage parlors.

Parking Enforcement

4LEAF has the capabilities of providing parking enforcement. This includes:

- Enforcement of state and municipal parking regulations.
- Removal of abandoned and nuisance vehicles from the public right-of-way.
- Issuance of parking citations and review of contested citations.

Policy Review

4LEAF shall review and read current policies and procedures and define policy clearly to set the tone for your municipality's Code Enforcement Program. A clear policy communicates defined expectations to stakeholders whether it's how they handle complaints, how Code Enforcement Officers conduct compliance reviews, or any other aspect that the municipality needs to have communicated and consistently followed. 4LEAF will develop a well-defined user-friendly format.

Program Analysis

4LEAF understands that Code Enforcement is an essential part of a community's public health and safety, providing a regulatory mechanism to ensure the public's overall wellbeing. Addressing the community's concerns in a timely and efficient manner is paramount to a successful Code Enforcement Program. 4LEAF personnel will perform the following:

- Conduct investigative inspections of unpermitted activities.
- Create standard operating procedures, if required.
- Conduct review of all administrative/misdemeanor citations.
- Provide guidance for resolution of high case load along commercial corridors.
- Assist with complex code enforcement cases.
- Provide guidance for resolution of existing cases.
- Provide in-house and/or field training of traditional Code Enforcement protocols.
- Create an outreach plan to address and deter unpermitted vending/commercial corridor violations.

Program Development

4LEAF project managers have experience in working collaboratively with clients to further develop and enhance their Code Enforcement Program when requested. Our project managers are currently working with local jurisdictions to revise and strengthen Code Enforcement Programs to gain voluntary compliance, provide resident education, and effectively communicate with the public. 4LEAF staff takes an approach in recommending, implementing, and executing program assessments, creation of policies and procedures, creation of training manuals for new hires, providing educational materials for the public, providing staff with up-to-date training, teaching current Code Enforcement staff options for compliance using adopted ordinances, and providing

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recommendations to cases that may require specialized expertise that may be sensitive in nature. 4LEAF staff also has designated staff tracking recent legislation to ensure the municipality follows state regulations and clients are aware of upcoming legislation that may affect their Code Enforcement Program.

Project-Specific Assignments

Our Code Enforcement Directors are often brought on board by municipalities to provide consulting for long-standing cases that need a fresh set of eyes and assessment. The Code Enforcement team at 4LEAF will lend their considerable expertise in bringing those difficult cases into compliance. We will review your most challenging cases, assess the work done to date, and confer with the Municipal Code and your department's Standard Operating Procedures. Once our analysis is complete, 4LEAF will provide you with a detailed report of our findings and specific step-by-step strategies to get those cases off the active roster. 4LEAF personnel will be available to speak with stakeholders such as Department Heads, Council, and other elected officials. If necessary, we can also provide Expert Witness Testimony.

Rental Housing Enforcement

Our team will assist with the inspection of residential rental properties on a routine and comprehensive basis to assure the overall quality of the unit meets the requirements of the Health and Safety Code and property maintenance guidelines. This includes educating property owners, property managers, and tenants about those requirements.

Review and Develop SOPs

4LEAF routinely works with Code Enforcement Divisions to review the current Standard Operating Procedures and provide suggestions for enhancing SOPs. Our staff can also help implement and train the existing municipal personnel in these changes. Currently, we are providing these services for California municipalities such as the cities of Escondido, Del Mar, and San Diego.

Staff Augmentation (After-Hours / On-Call Officers)

4LEAF specializes in providing personnel to municipalities on a part-time or full-time basis. At your request, our staff arrives at your door with training opportunities, study materials, company phones, and energy- saving fleet vehicles. When necessary, ***4LEAF is capable of providing Code Enforcement staff outside of normal business hours to improve response times, address code violations, and improve response times and maintain public space integrity***. 4LEAF's Code Enforcement Staff Augmentation personnel categories include:

- Department Director
- Department Manager
- Code Enforcement Manager and Training Officer
- Senior Code Enforcement Officer
- Code Enforcement Officer I & II
- Code Enforcement Coordinator/Technician
- Hearing Officer

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Stormwater Enforcement

4LEAF provides Stormwater Enforcement. This includes the visual inspection of infrastructure dedicated to the management of rainwater. Violations would include having inadequate erosion/sediment controls for property, failing to conduct/document inspections, illegal dumping, overgrowth of vegetation, and flooding.

Substandard Housing

One of the major areas of code enforcement throughout the U.S. is the inspection of Substandard Housing. 4LEAF Code Enforcement Officers routinely inspect and report any violations to housing codes including substandard and uninhabitable conditions, un-permitted construction, unlawfully created units or spaces, inadequate or non-existent heating, accumulated trash and debris, lack of utilities, property maintenance, mold, and rodent/insect infestations.

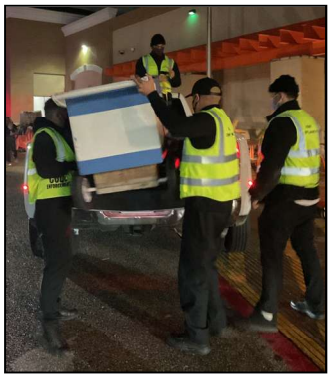
Tobacco Enforcement

These programs ensure that retailers are properly licensed/permitted for the sale of tobacco and such establishments are posting proper notification such as STAKE Act stickers at each point of sale. In addition, we can assist in compliance with work-place smoking and vaping prohibitions.

Vendor Enforcement

In many areas across California, unlawful street vending has become a pressing concern. These vendors, offering a wide variety of products, often operate without adhering to established regulations, leading to challenges such as littering, public right of way obstructions, and unfair competition with authorized businesses. While California has taken commendable steps, such as the introduction of Senate Bill 946 and Senate Bill 972, both of which are designed to regulate and decriminalize certain aspects of street vending, there remains much work to do. Many vendors, driven more by economic desperation than defiance, continue to bypass these regulations, resulting in a surge of potentially unsafe vending operations, many of which are food vendors. This not only jeopardizes public health but also diminishes the state's regulatory efforts.

4LEAF is an experienced solution-oriented firm that recognizes the complexities of this issue. Beyond mere law enforcement, the 4LEAF team understands the socio-economic intricacies driving vendors towards this livelihood. Our tailored programs are designed to address the root causes, ensuring vendors have pathways to legitimate operations while helping jurisdictions maintain public safety and order. Through a partnership with the City, 4LEAF is poised to offer a comprehensive strategy and service that not only aligns with state regulations but also provides sustainable solutions for the challenges of unlawful street vending.



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ON-CALL BUILDING SAFETY - PROFESSIONAL SERVICES

TO THE

CITY OF BENICIA

SECTION 6

LEVEL OF EFFORT LETTER

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SECTION 6: LEVEL OF EFFORT LETTER

Given the on-call nature of this contract, the actual tasks and corresponding hours may vary depending on the specific needs that arise during the term of the agreement. To satisfy the City's request, we have provided a preliminary estimate of level of effort in the itemized spreadsheet below. This includes personnel classifications and estimated hours as a percentage of total time expected. Please note that these estimates are based on current assumptions and are subject to change based on project demands and the scope of work requested by the City throughout the contract.

Name	Personnel Classification	Estimated Hours (Percentage of Time)
Craig Tole	Executive Project Manager	5%
Lowell Brown	Project Manager	10%
Pete Roque	Director of Code Enforcement	5%
Nicholas Henderson	Northern California Regional Area Manager	5%
Giovanni Caponigro	Inspection Coordinator	10%
Steven Arnold	CASp Inspector	5%
Andrei Oustinov	Combination / MWELO Inspector	5%
Michael Decroix	Senior Building Inspector / IOR	10%
Andrew Cadiz	Building Inspector	10%
Charles Seevers	Building Inspector	10%
Danielle Hendricks	Senior Permit Technician	10%
Shayne Prudente	Permit Technician	5%
Michael Torres	Code Enforcement Supervisor	5%
Alexis Burrola	Code Enforcement Officer	5%

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ON-CALL BUILDING SAFETY - PROFESSIONAL SERVICES

TO THE

CITY OF BENICIA

SECTION 7

REFERENCES

4LEAF, INC.

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SECTION 7: REFERENCES

City of Palo Alto

Plan Review, Permit Technician, Building Official, and Building Inspection Services

Since 2007, 4LEAF has provided several combination inspectors to assist the City staff with routine daily inspections for commercial and residential properties located throughout Palo Alto. Our inspection services vary from full-time to temporary part-time staff to help augment vacation or extended absences to due illness and/or market demand.

Since 2010, 4LEAF has provided on-site plans examiners for the City of Palo Alto. Our Plans Examiners are registered Engineers in the State of California and ICC Certified, who are responsible for reviewing larger projects ranging between $100,000 to $100,000,000 under the direction of the Chief Building Official. Some reviewed and inspected projects include Skype, Stanford Medical Center, Technology Credit Union, and VMware. 4LEAF is currently reviewing and inspecting the following projects:

Public Safety Building, $84 Million (Essential Services Facility)

New three-story, 136,873 SF City of Palo Alto Public Safety Building will have 2 levels of underground parking and will house the Police Department, 911 Emergency Dispatch Center, the Emergency Operations Center, the Office of Emergency Services, and the administration needs of the Fire Department.

Stanford Biomedical Innovation Building, $126 Million

New research laboratory building for Stanford University School of Medicine. Four-story above garage and one below grade for a total of 216,647 SF. Wet-bench research laboratories and associate support spaces, faculty offices and open office spaces workstations, conference rooms and staff amenity spaces.

744 San Antonio Rd., $42 Million

Courtyard by Marriott and an AC Hotel by Marriott. Two, five-story hotels (164,764 SF) hotels offering a combined 294 rooms with surface and underground parking.

ISO 1 Rating

With approximately 13 full-time personnel working in the City, 4LEAF was instrumental in the implementation of the ISO Program achieving the ISO 1 Rating. In March of 2015, Palo Alto became the 8th City in the Country out of 14,000 Building Departments to achieve this status.

Client Name:	City of Palo Alto
Client Contact:	George Hoyt, CBO, Building Official
Contact Telephone:	(650) 329-2368
Contact Email:	George.Hoyt@CityofPaloAlto.org
Date of Service:	2007 – Present

Key Staff
Craig Tole – Project Manager
Scott Martin – Quality Control Manager

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4LEAF, INC.
CONSTRUCTION MANAGEMENT · PLAN CHECK
INSPECTION · PLANNING · CODE ENFORCEMENT

Project Development Unit (PDU) – County of San Mateo

Building and Fire Plan Check, Fire Inspection, and Inspector of Record Services

4LEAF is currently performing Plan Check and Inspector of Record services for multiple projects on behalf of the County of San Mateo's Project Development Unit. This $1.2 billion program consists of up to 18 projects over the course of more than five years. 4LEAF is responsible for the combination building inspections, fire inspections, fire plan check and inspection reports related to all projects including:

County Office Building III – LEED Platinum

The 208,000-square-foot County Office Building III consists of a unique mass timber structure, glulam columns/beams and CLT flooring. The 5-story low-rise building provides business office workspace with exceptional access to daylight, for a variety of county departments including the Board of Supervisors. In addition, there will be assembly spaces on Level One for the Board of Supervisors Chambers and support program associated, press room, conference center, as well as a gym and café.

Regional Operations Center

The new 37,000-square-foot, two-story Regional Operations Center (ROC) will be located on the County Center campus where the motor pool was once located. The Center will house 911 Public Safety Dispatchers, an Emergency Operations Center, and the Office of Emergency Services. The ROC will serve as a hub for public safety responders during major catastrophic events. The building will achieve LEED Silver certification from the U.S. Green Building Council and is the largest project funded to date by Measure K.

Skylonda Fire Station #58

This project consists of a barracks/office building consolidating the functions and operations of two existing structures into a single structure. The building will contain administrative offices and related support spaces, conference and training rooms, a kitchen and dining room, dayroom, dorm rooms, fitness rooms, showers, and restrooms. A new primary vehicular access connection shall be to facilitate improved traffic sightlines and vehicle turning radiuses.

Additional Projects

- Animal Shelter
- Cordilleras
- South San Francisco Health Center
- Parking Structure #2
- San Mateo Medical Center
- La Honda Fire Station
- Portola House
- Pescadero Fire Station
- Pine Street Project

Client Name: County of San Mateo
Client Contact: Adam Ely, Project Manager
Contact Telephone: (650) 224-7119
Contact Email: AEly@SMCgov.org
Date of Service: 2017 – Present

Key Staff
Craig Tole – Project Manager
Scott Martin – Quality Control Manager

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4LEAF, INC.
CONSTRUCTION MANAGEMENT · PLAN CHECK
INSPECTION · PLANNING · CODE ENFORCEMENT

City of Cupertino

On-Call Building Inspection and Plan Review Services

4LEAF performs on-call building inspection and plan review services for the City of Cupertino. 4LEAF has completed numerous residential and commercial plan reviews on behalf of the City.

Apple Park

4LEAF provided the Building, Fire, and Public Works Department Inspection services on the largest private commercial construction project in the Country. 4LEAF was tasked with mobilizing a **project team of more than 20** Building, Fire, and Public Works Inspectors, Project Administration Staff, and Engineering team for this more than **$8 Billion project**. 4LEAF was responsible for coordinating the inspections in relation to the City's permits and ultimately packaging milestones of the project for occupancy approval from the City's Chief Building Official.

- **Main Building –** The Main Building accommodates up to 12,000 employees and comprises approximately 2.8 million square feet.
- **Corporate Fitness Center –** Comprising approximately 100,000 square ft.
- **Corporate Auditorium –** Comprising approximately 120,000 square feet and will hold up to 1,000 people.
- **North and South Parking Structures –** Two above-grade parking structures of approximately 6,000 spaces.
- **Central Utility Plant –** Integrated parking structure and serves all buildings on the Main Building site.
- **Phase 2 Research and Development Buildings –** 600,000 square feet of office, research, and development and two separate above ground parking garages.

Plan Review Services

North and South Parking Structures – 4LEAF reviewed the above grade Parking Garages (2) for Apple Park. The 4LEAF team performed Structural, Architectural, Fire-Life-Safety, Mechanical, Electrical, and Plumbing. The garages included two – 3 story and 300,000 Sq. Ft. structures which included Photovoltaic Array on the rooftops. Both garages will be connected by bridges and spine ramp.

4LEAF was selected to perform inspections for the $2.2 Billion Vallco project. The Vallco project will provide approximately 430,939 square feet of new retail along with 2,402 residential units and 1,981,447 square feet of office with eleven (11) 22-story mixed-use high-rise buildings connected by a 30-acre green roof spanning the majority of the Vallco property.

Client Name:	City of Cupertino
Client Contact:	Sean Hatch, CBO, Chief Building Official
Contact Telephone:	(408) 777-3231
Contact Email:	SeanH@Cupertino.org
Date of Service:	2010 – Present

Key Staff
Craig Tole – Project Manager
Scott Martin – Quality Control Manager

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4LEAF, INC.
CONSTRUCTION MANAGEMENT · PLAN CHECK
INSPECTION · PLANNING · CODE ENFORCEMENT

City of Vallejo

On-Call Building Inspection, Building Official, Permit Support, Planning, Plan Review, Code Enforcement

4LEAF is providing On-Call full Building & Community Development Department services for the City. We are providing on- and off-site plan review for all building codes, including architectural, structural, plumbing, mechanical, and electrical plan check. We currently staff positions including Permit Technicians, Inspectors, Plans Examiners, Planners, and Code Enforcement Officers, ensuring that all project deadlines are delivered as per the City's contract.

Scopes of work include:

- Providing on-call personnel to the Building Department including construction inspectors, building inspectors, building officials, permit technicians, on-site plans examiners/engineers, civil engineers, and code enforcement personnel.
- Providing Building and Civil Plan Review as needed.
- Provide on-call personnel to the Planning Department including Assistant Planners, Planning Technicians, Associate Planners, Senior Planners, Planning Managers, and Planning Directors.
- Reviewing plans and supporting documents submitted for projects.
- Checking for compliance with all applicable codes adopted by the City, including, but not limited to California Building, Mechanical, Plumbing, and Electrical Codes, Uniform Solar Energy Code, and any applicable adopted local amendments, State of California codes or regulations.
- Confirming building use, occupancy, and type of construction, and reviewing construction of buildings and structures to determine satisfaction of safety requirements.
- Coordinating building permit requirements and interfacing with City Departments and other agencies, including but not limited to the Public Works Department and Planning Division.
- Enforcing conditions of approval associated with discretionary permits regarding building and safety regulations, as adopted by the City.
- Providing special inspections by qualified inspectors and conduct investigations as directed by the City, including field and office research and the preparation of letters and/or documents.
- Preparing inspection logs, notice of violations and other documents of building and safety code violation cases for submittal to the City Attorney's office when prosecution action is necessary to obtain compliance with the above codes and regulations.
- Receiving, processing, and issuing building permits and coordinate the plan check and inspection process, including the tracking, routing and storage of building plans and the filing of building permit applications. Input information into the City's computer tracking system.

Agency Name: City of Vallejo
Client Contact: William (Bill) Collins, CBO, CASp, CFM – Chief Building Official
Client Telephone: (707) 648-4522
Contact Email: Bill.Collins@cityofvallejo.net
Project Dates: 2021 - Present

Key Staff
Craig Tole – Project Manager
Scott Martin – Quality Control Manager

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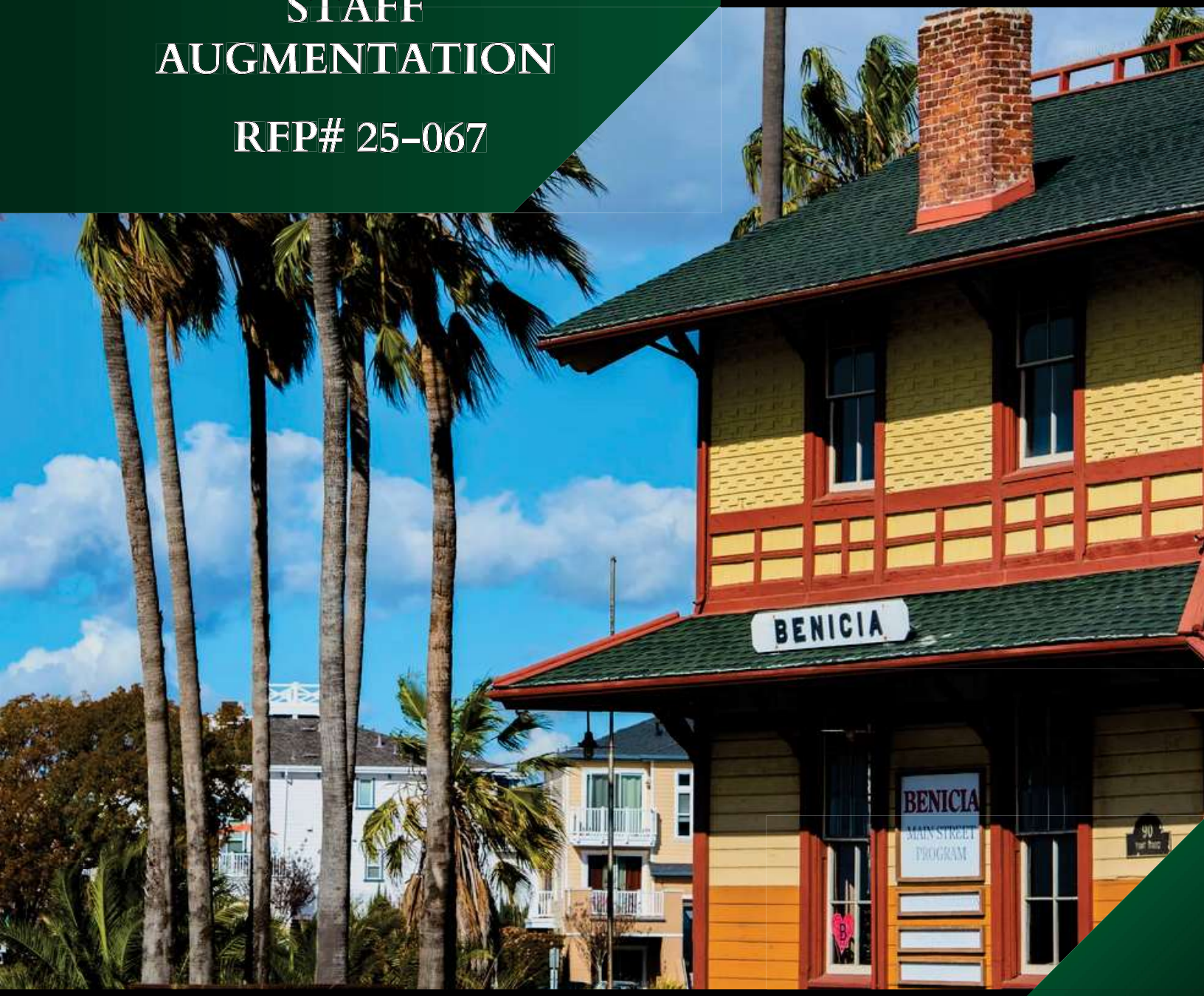
PRICING PROPOSAL TO PROVIDE

ON-CALL BUILDING SAFETY SERVICES – STAFF AUGMENTATION

RFP# 25-067

TO THE

CITY OF BENICIA



4LEAF, INC.
2126 RHEEM DRIVE
PLEASANTON, CA 94588
(925) 462-5959

APRIL 14, 2025

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FEE SCHEDULE

FY2025-2026 FEE SCHEDULE & BASIS OF CHARGES

FOR THE CITY OF BENICIA

All Rates are Subject to Basis of Charges

PLAN REVIEW COST STRUCTURE	NOTES
Plan Review Percentage: 65% *(Inclusive of all disciplines except Fire and Civil which are bulled on an hourly basis)* **Hourly Plan Review**: $142 Structural Review $120 Non-Structural Review	Fee includes: ➢ Initial review and two (2) rechecks. Hourly charges apply after three (3) or more rechecks. ➢ Shipping, courier, and electronic service.

Building

Chief Building Official	$153/hour
Structural Plan Review Engineer	$142/hour
Non-Structural Plans Examiner	$120/hour
Certified Access Specialist (CASp) Inspector	$165/hour
Certified Access Specialist (CASp) Plans Examiner	$165/hour
Floodplain Manager	$145/hour
MWELO Inspector	$120/hour
MWELO Plans Examiner	$120/hour
Senior Combination Building Inspector (Building Inspector III)	$137/hour
Commercial Building Inspector (Building Inspector II)	$115/hour
Residential Building Inspector (Building Inspector I)	$99/hour
Permit Manager	$99/hour
Senior Permit Technician	$81/hour
Permit Technician	$71/hour
Clerk / Administrator	$65/hour
Supervising Inspector of Record	$174/hour
Inspector of Record	$150/hour
DSA Class 1 / OSHPD A Inspector	$180/hour
DSA Class 2 / OSHPD B Inspector	$149/hour
DSA Class 3 / OSHPD C Inspector	$106/hour
TWIC Federal Specialist	$213/hour
Environmental Health & Safety Specialist	$153/hour

Fire

Fire Protection Engineer (FPE)	$213/hour
Fire Prevention Officer	$157/hour
Fire Plans Examiner	$170/hour
Fire Inspector II	$170/hour
Fire Inspector I	$108/hour

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Code Enforcement

Code Enforcement Director	$175/hour
Code Enforcement Manager	$149/hour
Senior Code Enforcement Officer	$133/hour
Code Enforcement Officer II	$118/hour
Code Enforcement Officer I	$99/hour
Code Enforcement Technician	$82/hour
Housing Inspector	$95/hour
Hearing Officer	$155/hour
Principal-in-Charge	$257/hour
Hourly overtime charge per inspector	1.5x hourly rate
Mileage (for inspections performed within the City)	IRS Rate + 20%

Planning

Housing Policy Director	$232/hour
Planning Director	$211/hour
Principal / Planning Manager	$175/hour
Senior Planner	$159/hour
Associate Planner	$128/hour
Assistant Planner	$113/hour
Planning Technician	$98/hour

Project Management

Project Manager	$206/hour
Principal-in-Charge	$288/hour

Engineering, Public Works Inspection, Construction Management (Prevailing Wage)

Civil Plan Review (Grading, Improvement Plans)	$159/hour
Traffic Engineer	$257/hour
Civil Engineer	$206/hour
Construction Manager	$180/hour
Certified Access Specialist (CASp) Inspector (Regular time)	$169/hour
Certified Access Specialist (CASp) Inspector (Nighttime)	$191/hour
Certified Access Specialist (CASp) Inspector (Overtime)	$229/hour
Certified Access Specialist (CASp) Plans Examiner	$169/hour
Public Works Inspector (Regular time)	$156/hour
Public Works Inspector (Nighttime)	$176/hour
Public Works Inspector (Overtime)	(See Basis of Charges – Prevailing Wage)
Public Works Inspector Apprentice	$101/hour
Public Works Plans Examiner	$149/hour

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BASIS OF CHARGES

Rates are inclusive of "tools of the trade" such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- Most plan reviews will be done in 10 business days or less and 5 business days or less for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.
- Expedited reviews will be billed at 1.5x the plan review fee listed in the fee schedule. Return time will be within seven (7) days of receipt of the plans from the City.
- Plan review of deferred submittals & revisions will be billed at the hourly rates listed.
- All plan review services will be subject to a $262.00 minimum fee if percentage-based fee or 2-hour minimum charge if hourly rates apply.
- Larger complex plan reviews can be negotiated to achieve the best possible pricing.
- All plan review services will be subject to 2-hour minimum fee.
- All plan review services are billed on a percentage basis and include the initial review and 2 rechecks.
    - Plan reviews will be billed on an hourly basis only after the initial review and 2 rechecks unless otherwise agreed upon on a case-by-case basis.
    - Fire and Civil Reviews are billed on an hourly basis and are not included in our plan review percentage.
- 4LEAF assumes that these rates reflect the FY2025-2026 contract period. There will be a 3% escalation for each subsequent Fiscal Year. (i.e. FY2026-2027, FY2027-2028, and so forth)
- Overtime and Premium time will be charged as follows:
    - *Regular time (work begun after 5AM or before 4PM)* — *1 x hourly rate*
    - *Nighttime (work begun after 4PM or before 5AM)* — *1.125 x hourly rate*
    - *Overtime (over 8-hour M-F or Saturdays)* — *1.5 x hourly rate*
    - *Overtime (over 8 hours Sat or 1st 8-hour Sun)* — *2 x hourly rate*
    - *Overtime (over 8 hours Sun or Holidays)* — *3 x hourly rate*
- Overtime will only be billed with prior authorization of the Director or other designated City personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Mileage driven during the course of Inspections will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF's liability will be limited to the value of services provided.
- In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.

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BASIS OF CHARGES – PREVAILING WAGE

- Rates shown assume the projects will require compliance with California Prevailing Wage rate requirements and assumes the Client will be filing a PWC-100 Form to the California Department of Industrial Relations (DIR) for the projects.
- Rates for prevailing wage categories are subject to annual escalations in accordance with the bi-annual wage determinations from the California DIR.
- Per the new requirements being enforced under SB 854 and because it is assumed that a PWC-100 Form will be filed by the Client to the CA DIR for each project, 4LEAF is required to notify an authorized Apprenticeship Committee through submittal of a DAS-140 form. We are then required to make an official request to an authorized Apprenticeship Committee for an apprentice by submitting a DAS-142 form. We are not assured the apprenticeship committee will be able to provide a suitable / qualified apprentice for the project. Per the apprenticeship requirements, the hours worked by the apprentice must be in a ratio of 1:5 for apprentice to journeyman hours. 4LEAF will not know the labor classification of the Public Works Apprentice until an Apprentice is dispatched to the site; therefore, the rates for the five Periods listed under the California DIR's Wage determination for Building Construction Inspector were used to determine the range of hourly rates for Public Works Inspector Apprentice.
- Pre-approved Overtime and Premium hours for labor categories subject to Prevailing Wage requirements will be charged per the following:
  - *- Nighttime (work begun after 4PM or before 5AM) 1.125 x hourly rate*
  - *- Overtime (over 8 hour M-F or Saturdays) 1.35 x hourly rate*
  - *- Overtime (over 8 hours Sat or 1st 8 hour Sun) 1.85 x hourly rate*
  - *- Overtime (over 8 hours Sun or Holidays) 2.35 x hourly rate*
- All invoicing will be submitted monthly.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Project-related mileage for inspections will be billed at the allowable IRS Rate plus an additional 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF's liability will be limited to the value of services provided.
- In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.

26-026

PROFESSIONAL SERVICES MASTER AGREEMENT (BUILDING SAFETY – STAFF AUGMENTATION)

BETWEEN

CITY OF BENICIA AND

CSG Consultants, Inc.

This Professional Services Master Agreement ("Agreement") is dated July 1, 2025, and is by and between the City of Benicia, a political subdivision of the State of California ("CITY") and CSG Consultants, Inc., a California Corporation located at 550 Pilgrim Drive, Foster City, California 94404, licensed to do business in California, ("CONTRACTOR") relating to CSG: Building Safety Staff Augmentation - Master Services Agreement (FY26-27) Services (“Services").

1. Agreement

1.1. 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 by the City Manager, or designee who is hereby authorized to execute any Task Order and issue a Notice to Proceed, without further action by the City Council, provided the Task Order is within the total authority of this Master Service Agreement. Amendments to this Master Service Agreement require City Council approval.

Staff Augmentation Services may include, but not be limited to:

A. Building Staff Augmentation:

B. Building Inspector

C. Certified Access Specialist Professional (CASp) Inspector

D. Building Permit Technician

E. California Water Efficiency Landscape Ordinance (WELO) Inspector

F. Building Official

G. Certified Floodplain Manager (CFM)

H. Specialty Services including Building Code Enforcement

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.

1.2. Term of Agreement

A. This Agreement will conclude on June 30, 2027 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.

1.3. 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.

1.4. Compensation

CONTRACTOR shall be compensated, a total value not to exceed $325,000 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 not to exceed 5% or the current year's February change of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Francisco-Oakland-Hayward, CA index, whichever is lower, and must seek CITY's authorization for rate changes. 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.

1.5. 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 in excess of $1,000.00, where prevailing wages are required by 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 City's Public Works 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 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. CONTRACTOR 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 CONTRACTOR shall pay federal Davis Bacon wages and comply with applicable federal requirements.

B. 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.

C. CONTRACTOR, where applicable, 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.

1.6. 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. **Patent Rights, Copyright, Trade Secrets:** CONTRACTOR 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.

C. **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 artd will survive termination of this Agreement.

D. **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.

E. **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.

F. **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.

G. **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 al I 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

1.7. 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.

1.8. 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.

1.9. 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.

1.10. 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 based on a final invoice from the CONTRACTOR.

1.11. 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 I 101, 1102and1102.1; 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.

1.12. 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. § l8700(a) (2))

1.13. 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.

1.14. 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.

1.15. 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.

1.16. 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.

1.17. 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.

1.18. 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.

1.19. 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.

1.20. 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.

1.21. 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: Stacy Hofacre

Senior Management Analyst

shofacre@ci.benicia.ca.us

To Contractor: Cyrus Kianpour

President

cyrus@csgengr.com

1.22. 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.

1.23. 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.

2. Insurance Requirements

2.1. INSURANCE REQUIREMENTS

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated July 1, 2025, by and between CSG Consultants, Inc., hereinafter referred to as "Contractor", and the City of Benicia, hereinafter referred to as "City", providing for professional services.

2.2. 1. Contractor's Duty to Show Proof of Insurance

Contractor, 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 Contractor's acts, errors, or omissions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Contractor shall not perform any work under this Agreement until Contractor 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, Contractor 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, Contractor 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. Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or City as an additional insured.

2.3. 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 Contractor'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. Contractor 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.

2.4. 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.

2.5. Workers' Compensation Insurance

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

2.6. 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.

2.7. 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.

2.8. Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Contractor, at Contractor'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.

2.9. Insurance terms and conditions:

3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Contractor shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Contractor 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. Contractor 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 Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor 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 Contractor is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Contractor'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 Contractor'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 Contractor 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.

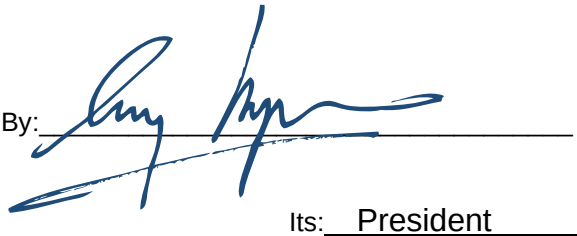
3.6 Failure by Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor. City, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Contractor 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 Contractor 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 Contractor and its Subcontractors shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Contractor's fees under this Agreement (and the fee of its Subcontractors under Subcontractor agreements) shall be reduced by the amount of insurance premiums that may be avoided by Contractor and its Subcontractors 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 Contractor's and Subcontractors policies. Construction Manager and its Subcontractors shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

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

"CSG Consultants, Inc." By: 

Its: President

"City" By:_____

Its:_____

"Department" By:_____

Its:_____

"City Attorney" By:_____

Its: City Attorney

Exhibits List

A - Scope of Work

Exhibit A

Scope of Work

PROPOSAL TO THE

City of Benicia

FOR

ON-CALL BUILDING SAFETY SERVICES - STAFF AUGMENTATION

(RFP #25-067)

April 14, 2024

2150 River Plaza Drive, Suite #2545
Sacramento, CA 95833

916.492.2275 phone
916.492.2276 fax

www.csgengr.com

CSG CONSULTANTS

Employee-Owned

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Cover Letter

SECTION 10.1

April 14, 2025

Suzanne Thorsen
Community Development Director
City of Benicia
250 E. L Street
Benicia, CA 94510

Re: Proposal for On-Call Building Safety Services – Staff Augmentation – RFP #25-067

Dear Ms. Thorsen,

CSG Consultants, Inc. (CSG) would like to thank the City of Benicia (City) for the opportunity to submit our proposal for on-call building safety staff augmentation services. Having provided a variety of engineering services to the City in the past, we look forward to the opportunity to work in concert with the City in any new capacity where our services are needed. CSG offers a talented, dynamic, and experienced team that can cover fluctuations in workload, minimize response times, and assure that customer service standards are upheld and further supplemented by our experienced staff.

We understand the City is seeking qualified firms to provide on-call staff augmentation for building safety, specifically to perform onsite inspections for residential and commercial projects, project management, processing/reviewing permit applications, and building department coordination. CSG can readily provide the requested services (except for WELO inspection) with the personnel proposed herein. ***No subconsultants will be used.*** CSG personnel are registered engineers and/or ICC certified, with additional qualifications including CASp, CACEO, and PC 832 experience and certification. Many of our proposed team members are cross-trained in multiple service levels, enabling delivery of efficient, seamless services and the ability to respond to the City's fluctuating needs. We understand the scope of work to include:

- *Building Inspections (Residential/Commercial/Combination Inspectors)*
- *Certified Access Specialist Professional (CASp) Inspection*
- *Building Permit Technicians (ICC Certified)*
- *Building Official (CBO)*
- *Certified Floodplain Manager (CFM)*
- *Specialty Services (Code Enforcement) – CACEO, PC 832*

CSG, an employee-owned company, currently furnishes building and safety, public works, fire prevention, code enforcement, planning, and other services municipal services to over 250 public agency clients throughout California. For more than 30 years (since 1991), we have had a solutions-oriented approach to our work, leveraging our team's depth and breadth of experience and technical expertise to address code compliance challenges for our clients. In addition to our prior work with the City, CSG also provides similar services to regional client agencies that include the Cities of South San Francisco, Brisbane, Alameda, Elk Grove, Los Banos, and Mountain House.

Brian Frenger, CBO, will serve as the primary point of contact for the City on all correspondence and communications pertaining to the requested services. His contact information is provided below:

> **Brian Frenger, CBO,** Regional Building Services Director
> (530) 300-0322 ***Mobile*** | (916) 492-2275 ***Office*** | brianfrenger@csgengr.com ***Email***

We greatly look forward to the opportunity to continue to partner with the City in serving the community of Benicia together.

Sincerely,

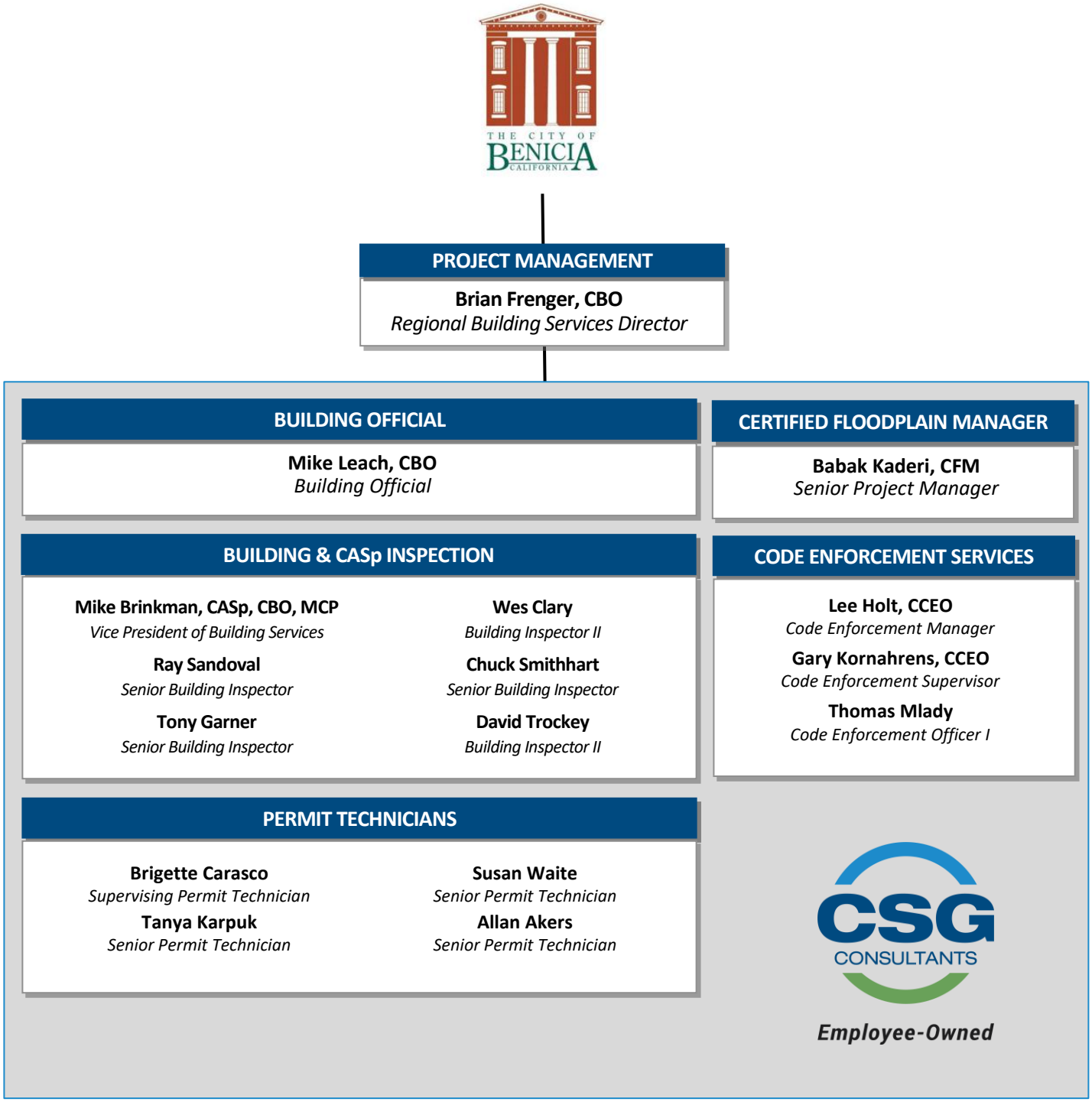
Cyrus Kianpour, PE, PLS
President, CSG Consultants, Inc.

CSG CONSULTANTS
Employee-Owned

Project Organization Chart

SECTION 10.1.2

Brian Frenger, CBO, CSG's Regional Building Services Director, will serve as the primary point of contact for the City. **No subcontractors will be utilized for this project.**



Description of Responsibilities

SECTION 10.1.3

RELEVANT PROJECTS – BUILDING SERVICES

The following is a small sampling of projects for which proposed CSG staff have provided services for directly related to the scope of work:

SIERRA POINT PARKWAY DEVELOPMENT| CITY OF BRISBANE, CA

Building & Fire Plan Review, Building Inspection

CSG has provided building/fire plan review services and inspection for numerous structures in the Sierra Point Parkway since 2000. Currently, CSG is performing building and fire plan check for the Sierra Point Towers project in Brisbane, CA. This 422,000 square foot biotechnology campus consists of three new buildings and a parking structure that will be located north of Sierra Point Parkway and west of Marina Blvd. Below is a brief description for select projects CSG is performing building plan review and building inspection for:

- **SIERRA POINT TOWERS – BUILDING 1:** CSG is providing building and fire plan review, as well as building inspection for Building 1 of the Sierra Point Towers project—a 14-story, 494,340 square foot structure that is located near the northern boundary of the project site.
- **SIERRA POINT TOWERS – BUILDING 2:** CSG is providing building and fire plan review, as well as building inspection for Building 2 of the Sierra Point Towers project—a 9-story, 317,000 square foot structure that is located near the eastern boundary of the project site.
- **SIERRA POINT TOWERS – AMENITY BUILDING:** CSG is providing building plan review and building inspection for the Amenity Building portion of the Sierra Point Towers project, a 2-story building totaling 40,000 square feet. The Amenity Building is located near the southwest corner of the project site and is being built on the site of an existing parking lot.
- **SIERRA POINT TOWERS – PARKING STRUCTURE:** CSG is providing building and fire plan review, as well as building inspection for the proposed 12-story parking structure that will allow vehicle access from both Sierra Point Parkway and Marina Boulevard. The new structure features 3,771 parking spaces and will be located at the site of an existing parking garage after demolition is completed.

CASP INSPECTION/ADA EVALUATIONS | MULTIPLE CLIENT AGENCIES, CA

CASp Inspection

CSG has performed CASp/ADA inspections throughout the state, assessing compliance with California's construction-related accessibility standards, including the Americans with Disabilities Act (ADA) and California Building Code (Title 24). A sampling of CASp inspections CSG staff have performed include:

- ***City of Millbrae*** *– Various City-owned properties*
- ***Town of Colma*** *– New Town Hall Renovation*
- ***City of Seaside*** *– Seaside Branch Library*
- ***City of Richmond*** *– Chevron Richmond Refinery*
- ***CSU Monterey Bay*** *– Cardinale Stadium Renovation*
- ***County of Merced*** *– Atwater Library, Del Hale Hall, Castle Air Force Base, Merced Public Health Facilities*
- ***City of Marina*** *– Dunes Shopping Center, Sanctuary Beach Resort, Springhill Suites, Terracina Apartments, Bureau of Land Management Offices*
- ***County of Amador*** *– Sherriff's Correctional Facility, Health and Human Services Facility*
- ***Jackson Rancheria Band of Miwuk Indians*** *– Sacred Rock Resort, Sorenson/Hope Valley Resort, Weatherby Urgent Care*

DAVITA DIALYSIS | TOWN OF COLMA, CA

Building Inspection (OSHPD-3)

CSG provided building inspection for tenant improvements for the DaVita Dialysis in Colma, CA. CSG staff conducted building inspections of the facility to help ensure it met the minimum construction standards for safety and adequacy.

GENENTECH DEVELOPMENT | CITY OF SOUTH SAN FRANCISCO, CA

Building Plan Review, Building Inspection

CSG has been providing building plan review and inspection services for all of the Genentech corporate headquarters campus buildings since 1991. This campus-wide project consists of over 3.6 million sq. ft. of office, research & development and manufacturing operations space spread across over 59 buildings. CSG helped coordinated pre-construction meetings to clarify and resolve all matters prior to plan submittal; provided building plan review services and 24/7 on-call building inspection services; and coordinated and resolved construction issues between the City, project engineer, Genentech project manager and special inspector(s). Notable recent projects include:

- *Campus wide refrigeration water and hydrocarbon upgrade*
- *Building 34 – New four-story employee center totaling 71,672 sq.ft.*
- *Building 35 – New seven-story office building, totaling 255,000 sq.ft.*

FULL-SERVICE BUILDING DEPARTMENT | CITY OF ELK GROVE, CA

Building Official, Deputy Building Official, Building Plan Review, Permit Counter, Inspection

CSG staffs a full-service Building Department for the City of Elk Grove, which includes a Building Official on-site 5-days per week to perform administration and management of plan review, permit counter, and field inspections. CSG's staff provides coordination with the CMO, CDD, Public Works, Engineering, Fire, Code Enforcement, Planning, and Economic Development. Additional Building Department personnel and/or services CSG provides to the City include:

- **Deputy Building Official:** On-site 5-days per week, responsible for the day-to-day field inspection assignments, customer inquiries at the counter/via email, and light plan review.
- **Plan Review:** On-site one day per week, with full-time offsite plan review of all projects.
- **Public Counter Permit Services:** On-site 5 days per week, CSG staff processes all building applications and issues all permits. Additionally, CSG staff provide customer service at the counter and coordinate with applicants and developers via phone and email.
- **Field Inspection:** CSG staff provide field inspections for all residential and commercial permits (5 days per week).

FULL SERVICE BUILDING DEPARTMENT | CITY OF LOS BANOS, CA

Building Plan Review, Building Official, Deputy Building Official, Inspection, Permit Counter

CSG provides a full-service Building Department to the City of Los Banos. This includes a Building Official who oversees the operations of plan reviewers, permit technicians, and inspectors. Depending on workload, CSG has provided various support staff to supplement the Building Official, including a Deputy Building Official, field inspectors, and permit technicians. Plan review for small projects is conducted on-site by the Deputy Building Official and qualified CSG staff. All other plan review is performed off-site by CSG's experienced team of plan reviewers.

FULL-SERVICE BUILDING DEPARTMENT | CITY OF MOUNTAIN HOUSE, CA

Building Plan Review, Building Official, Inspection, Permit Counter

In July of 2024, Mountain House became the 483rd city in California, 28 years after its establishment on the western edge of San Joaquin County. To support their building department during its transition to cityhood, CSG was recently selected to provide full-service staffing and continues to work alongside City personnel. CSG is currently providing the City with building plan review services, building inspection, Building Official, as well as permit technicians for the front counter. As one of the fastest growing areas in the state, Mountain House has a buildout population projection of 50,000 residents, coupled with a 6.52% growth projection.

AGRICULTURAL & CANNABIS PROCESSING FACILITIES | MULTIPLE CSG CLIENT AGENCIES

Building & Fire Plan Review & Inspection

CSG Building & Fire personnel have performed plan review and inspection of numerous agricultural growing and processing facilities in California, including cannabis growing and processing facilities. A sampling of communities served include the Cities of Santa Cruz, Greenfield, Watsonville, Sacramento, Richmond, Firebaugh, County of San Benito, Hayward, Palm Springs, Santa Ana, and Cathedral City. Our proposed team is thoroughly familiar with the issues associated with reviewing and inspecting cannabis facilities, such as occupancy classification, special egress needs for security purposes, and potential ventilation issues. In addition, CSG's fire prevention team has assisted in the creation of guidelines for developers of such facilities. And, due to the growth of these operations, our building inspectors have enhanced their knowledge through attendance of seminars on issues related to cannabis production and processing.

GREAT WOLF LODGE | CITY OF MANTECA, CA

Building & Fire Inspection, RFI Review

CSG provided all on-site building and fire inspections for this complex that includes a 510,000 sq. ft., 6-story, 500-room hotel, in addition to a 45,000 sq. ft. family entertainment center, and a massive water park that consists of multiple 6-story water slides. The water slides start in the interior of the building, extend to the exterior, and then return to the interior. CSG's project manager provided on-site oversight as well as all RFI reviews for this 20-month project. Depending on the project's needs, CSG provided 2-4 full-time building and fire inspectors whose services included providing daily and weekly inspection reports.

DUBLIN TRANSIT PARKING GARAGE & PLAZA | COUNTY OF ALAMEDA, CA

Building Plan Review & Inspection

CSG provided building plan review and inspection for the Dublin Transit Parking Garage and Plaza, a 176,518 square foot structure with five levels and more than 500 parking spaces. The parking garage also features restrooms, an employee break room, office, and associated engineering systems (mechanical, plumbing, electrical, and structural). CSG provided plan review services throughout the duration of the project, and provided subsequent reviews for deferred submittals. Additionally, CSG performed building inspections throughout each phase of construction, which was completed in 2024.

SIERRA POINT PARKWAY DEVELOPMENT| CITY OF BRISBANE, CA

Building & Fire Plan Review, Building Inspection

CSG has provided plan review/inspection services for numerous structures in the Sierra Point Parkway since 2000. This bay-front development in Brisbane, CA, continues to expand and plans are in the works for additional projects. Below is a brief description for each project CSG is performing building plan review and building inspection for:

SIERRA POINT TOWERS – BUILDING 1 | CITY OF BRISBANE, CA

CSG is providing building and fire plan review, as well as building inspection for Building 1 of the Sierra Point Towers project—a 14-story, 494,340 square foot structure that is located near the northern boundary of the project site.

SIERRA POINT TOWERS – BUILDING 2 | CITY OF BRISBANE, CA

CSG is providing building and fire plan review, as well as building inspection for Building 2 of the Sierra Point Towers project—a 9-story, 317,000 square foot structure that is located near the eastern boundary of the project site.

SIERRA POINT TOWERS – AMENITY BUILDING | CITY OF BRISBANE, CA

CSG is providing building plan review and building inspection for the Amenity Building portion of the Sierra Point Towers project, a 2-story building totaling 40,000 square feet. The Amenity Building is located near the southwest corner of the project site and is being built on the site of an existing parking lot.

SIERRA POINT TOWERS – PARKING STRUCTURE | CITY OF BRISBANE, CA

CSG is providing building and fire plan review, as well as building inspection for the proposed 12-story parking structure that will allow vehicle access from both Sierra Point Parkway and Marina Boulevard. The new structure features 3,771 parking spaces and will be located at the site of an existing parking garage after demolition is completed.

RELEVANT PROJECTS – CODE ENFORCEMENT SERVICES

The following is a small sampling of similar projects and/or client agencies for which CSG has provided code enforcement services:

CODE ENFORCEMENT SERVICES | MULTIPLE JURISDICTIONS, CA

Staff Augmentation (2006-Ongoing)

CSG has and continues to provide Code Enforcement Officers to a wide variety of jurisdictions throughout the state. Our work has included inspections, investigative work, and enforcement to ensure public health and safety, including responsive calls for service, various forms of documentation, preparing and processing of all needed correspondences, providing accurate records, and follow up with stakeholders. Our highly qualified staff also interpret, and enforce provisions of the Municipal Code, including the Zoning, Housing, Building, Nuisance and Property Maintenance codes, along with state and other local codes. We have also provided council presentations and updates supporting the impactful work delivered within those communities.

GENERAL CODE ENFORCEMENT | TOWN OF WOODSIDE, CA

Staff Augmentation (2012-Ongoing)

This is one of many instances where CSG provides a Code Enforcement Officer to support and enforce local ordinances. This includes inspections and investigative work that ensures public health and safety, in addition to resolving other or nuanced complaints and violations. This includes responding to citizen calls for service, documentation, preparing all needed correspondence, maintaining accurate records and following up with stakeholders. Our highly qualified staff also interpret and enforce provisions of the Municipal Code, including the Zoning, Housing, Building, Nuisance and Property Maintenance codes.

CODE ENFORCEMENT TRAINING OFFICER | CITY OF GUSTINE, CA

Staff Augmentation (2018)

CSG staff served as a training officer for their code enforcement staff in the City of Gustine. Training of their new officers included addressing municipal code interpretation, inspections, investigations, case management, officer safety practices, business licensing, handling citizen complaints, and exercising sound decision-making at all times.

ACTING CODE ENFORCEMENT SUPERVISOR | CITY OF MODESTO, CA

Staff Augmentation (2022-2023)

CSG staff served as the interim Code Enforcement Supervisor for their Neighborhood Preservation Unit in the City of Modesto. Duties included assisting with case management, officer training, departmental coordination, officer and case management oversight, assessing and helping improve response times, staff morale, and overall improvement to program functions.

"AGED CASES" | CITY OF CAMPBELL, CA

Specialty Program Staff Augmentation (2017-Ongoing)

CSG has a long standing relationship working with the City to focus on the management and closure of older cases. Many of these cases have complexities that include incomplete records, multiple changes in ownership, cross-platform violations, and other challenging characteristics. These cases have required the experience of a veteran officer due to the high level of finesse needed to manage non-compliant responsible parties. A significant number of cases required direct coordination with and approval of various departmental City staff. Our officer has coordinated with outside resources (e.g., County agencies), created a new collaborative model and unified partnership with Building and Planning Departments, and represents the Community Development Department as a seamless extension of the City. CSG's code enforcement officers' work for the City of Campbell has resulted in a substantial caseload reduction and has been able to successfully close "unsolvable" cases.

Through this assignment, CSG has been able to showcase its diversity in problem solving, diplomacy, ability to work with a community, beneficial coordination, organizational approach, supportive documentation abilities, and a capacity to effectively tailor services for communities with distinct needs.

MASSAGE PROGRAM IMPLEMENTATION AND MANAGEMENT, HOUSING INSPECTION, GENERAL CODE ENFORCEMENT | CITY OF SAN RAFAEL, CA

Program Management and Staff Augmentation (2013-Ongoing)

CSG's Code Enforcement staff has assisted the city in the development and ongoing implementation of its highly successful Massage Inspection Program (MIP). The program provides full administrative services in managing and monitoring all permitted massage businesses in San Rafael, and addressing unpermitted activities. This is done in combination with specialized inspections: initial inspections, annual inspections, compliance inspections, sting operations, and after-hour & weekend inspections. Additionally, the staff coordinates the following administrative duties on the City's behalf: new-business intake and certifications, employee registrations (including credential verification), public education, permitting, and issuance of administrative citations. Additionally, we have also provided full service support for City's Housing Inspection Program (HIP), Residential Building Record (RBR) program which addresses current property status in resale situations (and addresses unpermitted construction), and general code enforcement support.

SHORT-TERM RENTAL PROGRAM ENFORCEMENT | COUNTY OF VENTURA, CITIES OF MONTEREY AND SAUSALITO, CA

Program Management and Staff Augmentation (varied from 2016-Ongoing)

CSG provided short-term rental enforcement for the County of Ventura and City of Sausalito, and has a long and continuing partnership with the City of Monterey since 2015. Our inspectors specialize in enforcing short-term rental regulation, as well as proactively identifying rental properties that are in violation. We have handled a large cases that requires taking the appropriate steps through the administrative process and issuance of administrative citations.

PROGRAM ASSESSMENT SERVICES | SAN JOAQUIN COUNTY, CA

Program Review and Training (2020)

CSG performed a comprehensive program evaluation to examine processes to improve operational benchmarks and efficiency. This effort included a thorough review of services and interactions with collaborative departments. A formal report encapsulating the findings and recommendations was provided to the agency for reference.

COMMUNITY DEVELOPMENT BLOCK GRANT | CITIES OF LOS BANOS, LIVINGSTON, CA

Program Management and Staff Augmentation (varied from 2016-2023)

CSG provided Community Development Block Grant (CDBG) sponsored inspection services and assistance, including general code and vehicle abatement support services in the cities of Los Banos and Livingston. Our inspectors effectively specialized in resolving blight and nuisance complaints in these cities by concentrating inspection and nuisance abatement services within the low to moderate income census tracts in block grant cities.

Team Members

SECTION 10.1.4

ROLES OF KEY PERSONNEL

BUILDING & CASp INSPECTION
Ray Sandoval (Senior Building Inspector)
Tony Garner (Senior Building Inspector)
Wes Clary (Building Inspector II)
Chuck Smithhart (Senior Building Inspector)
David Trockey (Building Inspector II)
BUILDING OFFICIAL SERVICES
Brian Frenger, CBO (Building Official)
Mike Leach, CBO (Building Official)
CERTIFIED FLOODPLAIN MANAGER (CFM)
Babak Kaderi, CFM (Senior Project Manager)
PERMIT TECHNICIAN SERVICES
Brigette Carasco (Supervising Permit Technician)
Tanya Karpuk (Senior Permit Technician)
Susan Waite (Senior Permit Technician)
Allan Akers (Senior Permit Technician)
SPECIALITY SERVICES (CODE ENFORCEMENT & FIRE PROTECTION SERVICES)
Lee Holt, CCEO (Code Enforcement Manager)*
Gary Kornahrens, CCEO (Code Enforcement Supervisor)*
Thomas Mlady (Code Enforcement Officer I)*

***Note:** CSG offers staff with California Association of Code Enforcement Officers (CACEO) certification, as well as staff who are certified per California Penal Code Certification in Section 832. CSG does not currently offer staff with a current ICC California Residential Building Certification (J1).

Approach

SECTION 10.2

BUILDING OFFICIAL SERVICES

CSG's Building Officials are certified and have extensive building industry experience. They have the proven skills, technical knowledge and a well-rounded approach to performing Building Division administration and providing management oversight and direction to plan reviewers, inspectors, and permit technicians. Our Building Officials are well-known for their consummate customer service skills and successful identification of solutions through innovative problem solving. They can be available full-time or part-time as needed. CSG's Building Officials have expertise in providing the following services and can easily adapt to other requests as needed:

- *Building Official Administration, including addressing complex Building Code issues, code interpretation, and resolution of inquiries and complaints*
- *Rapidly familiarizing themselves with local code amendments*
- *Applying knowledge of all aspects of the California Building Codes and local amendments*
- *Making determinations on the approval and use of alternative materials and methods*
- *Staying abreast of ongoing changes to applicable state and federal laws through long-standing industry relationships and associations*
- *Providing technical assistance and educating stakeholders*
- *Building and maintaining relationships with other departments and agencies*
- *Participating in pre-development reviews and providing comments*
- *Processing Planning Commission and Council staff reports*
- *Attending Planning Commission and Council meetings*

BUILDING INSPECTION SERVICES

CSG provides fully integrated, multi-disciplined building inspection services for residential, commercial, and industrial projects. Our inspection personnel have an outstanding mixture of technical expertise and experience in all construction types. We provide experienced, ICC certified inspectors who work with a team approach to ensure compliance with applicable codes and requirements and provide solutions to mitigate potential risks and safety hazards. Using well-honed customer service and communication skills our inspectors excel at educating stakeholders to keep projects moving forward. Our inspectors also utilize current technologies and equipment to view plans and documents, research related code requirements, document field conditions and progress, and share that information with stakeholders while in the field.

Key services include but are not limited to the following:

- *Providing inspection services to ensure project compliance with State adopted codes and local amendments including building, electrical, mechanical and plumbing codes*
- *Offering code interpretation and education*
- *Seamlessly integrating into client organizations and consistently enforcing policies and procedures*
- *Addressing and resolving inquiries*
- *Maintaining records and files*
- *Providing all vehicles, fuel, maintenance and other equipment necessary for inspectors to carry out duties.*

CSG provides all vehicles, fuel, maintenance, and other equipment necessary for inspectors to carry out duties, with no additional charges.

CASp Inspection Services

To facilitate the City's compliance with current rules and regulations, CSG will provide a CASp certified professional for technical questions and interpretations and to perform accessibility compliance inspections upon request.

PERMIT TECHNICIAN SERVICES

CSG has highly qualified staff available to provide Permit Technician services. These frontline, first-response services are vital to the success of the entire building and safety permit process as they often set the tone for the applicant whether a homeowner, contractor, or design professional. CSG handpicks exceptionally qualified personnel who can function as seamless extensions of the agency's team, understand the importance of exemplary customer service, and have knowledge of the inner workings of building departments and thorough familiarity with the building application and permit process.

CSG's permit processing staff is trained in customer service and helping to facilitate and expedite the permit process. Our staff members can perform quick assessments of each customer's needs and ensure that they are served appropriately. They are familiar with State Contractors License Law and ensure that permits are issued to properly licensed contractors. CSG's permit technicians are also familiar with multiple permit software systems and will quickly gain proficiency with the software that has been customized for the City. Our staff is knowledgeable and experienced with permit processing functions including:

- *Providing the public with appropriate forms and handouts*
- *Processing permit applications and issuing permits using the City's software*
- *Accepting plans, documents, structural calculations and energy reports for permit processing*
- *Routing plans to building and other departments and agencies*
- *Performing document control, ensuring permit file integrity, and maintaining status of plans and documents during the permit process.*
- *Preparing plan check letters to be sent to applicants*
- *Assisting the public with completing applications and other required forms*

CERTIFIED FLOODPLAIN MANAGER (CFM)

CSG's Babak Kaderi is a Certified Floodplain Manager with extensive experience promoting the wise use of floodplains in order to minimize flood risks, reducing losses related to floods, protecting health and safety, and improving the overall quality of life for communities in these regions.

Prior to joining CSG, Mr. Kaderi spent 25 years with the City of Milpitas, serving as the Floodplain Manager and performing plan checks of developments as needed. Mr. Kaderi also reviewed and approved pre-construction Storm Water Pollution Prevention Plan (SWPPP) and post-construction Storm Water Control Plans (C.3), as well as issued water service agreements, sewer and water treatment plan agreements, and calculated development fees (water, sewer, storm, traffic impact). He was responsible for reviewing engineer's estimates, water/sewer/storm/recycled water studies and reports, FEMA elevation certificates and LOMA/CLOMA applications, and flood studies.

CODE ENFORCEMENT SERVICES

Code enforcement activities are a crucial service to ensure not only public health and safety, but also to enhance economic development throughout a community. Blighted conditions such as graffiti on public and private properties, illegal dumping, vacant lots, overgrown vegetation, deteriorated building exteriors, missing or broken windows and screens, foreclosures, illegal signs, and inoperable vehicles all contribute to a community's negatively to its image and deterioration. Municipal Code standards are enforced to ensure that communities remain attractive, inviting, and safe. Well-kept communities help to maintain or increase values, discourage crime, encourage quality development while preserving the overall quality of life in the community. And supportive education of community members plays an essential role in a jurisdiction's ability to self-regulate and reduce program demand.

As consultants, CSG and its Code Enforcement Officers are driven to provide a high standard of performance and program delivery. CSG staff are highly skilled, experienced, culturally sensitive, and possess various certifications such as PC 832, California Association of Code Enforcement Officers (CACEO) or equivalent. In addition, their computer literacy includes familiarity with Central Square (TrakIt), Accela, iWorQ, Tyler, Microsoft Office programs (Word, Outlook, and Excel), and other current code enforcement databases or supportive platforms. As part of their normal duties, CSG officers enforce state/local laws; issue Administrative Citations; author reports, can testify at hearings, and perform other duties as may be required. CSG has Code Enforcement Officers who are bilingual in Spanish, who can be assigned to meet the City's needs. While each officer has their own background and style, to be successful in their duties, all of CSG's team members are articulate, coachable, driven, effective, and relatable.

CODE ENFORCEMENT OVERVIEW

CSG has and continues to provide Code Enforcement Officers to a wide variety of jurisdictions throughout the state. Our work has included inspections, investigative work, and enforcement to ensure public health and safety, including responsive calls for service, various forms of documentation, preparing and processing of all needed correspondences, providing accurate records, and follow up with stakeholders. Our highly qualified staff also interpret, and enforce provisions of the Municipal Code, including the Zoning, Housing, Building, Nuisance and Property Maintenance codes, along with state and other local codes. We have also provided council presentations and updates supporting the impactful work delivered within those communities.

CSG's Code Enforcement Officers work to identify code violations and engage stakeholders and responsible parties to correct code violations consistent with municipal and state codes tailored to the specific needs of the agency.

Examples of codes and ordinances enforced include:

- *Zoning codes*
- *Building codes*
- *Housing codes*
- *Public nuisance codes*
- *State health & safety codes*
- *Property Maintenance*
- *Special concerns such as noise abatement issues, business licensing and permits, work and safety regulations, short term rental enforcement, massage, and human trafficking, and marijuana dispensaries*

Our Code Enforcement Officers have extensive experience and skills in the following key areas:

- *Bringing flexibility and transferable knowledge from various jurisdictions*
- *Being team oriented and communicating with staff and partner agencies*
- *Interfacing and working collaboratively within communities*

- *Meeting with property owners and guiding them in the pathway obtain compliance*
- *Providing respectful and thorough site inspections*
- *Educating the public and stakeholders regarding the regulations and due process*
- *Providing proper documentation*
- *Operating within the legal framework of the jurisdiction and industry*
- *Communicating and encouraging individuals towards voluntary compliance*
- *Drafting and issuance of required documents and processes*
- *Preparing administrative remedies including issuing notices of violations and citations*
- *Conducting administrative hearings with an Administrative Hearing Officer*
- *Preparing program updates and staff reports, as well as committee and City Council presentations*
- *Coordination of activities with multiple departments including Building, Planning, Community Development, Police and City Attorneys*
- *Providing information on municipal regulations to property owners, residents, businesses, and the public, as well as for agency departments*
- *Performing license and permit application review and processing*
- *Maintaining records of inspections using online databases such as Infor, Trakit, Accela, and Citizenserve*
- *Providing code enforcement program review and analysis*

Although a majority of our results are gained by voluntary compliance, our services include a full range of code enforcement activities, including:

- *Managing administrative abatements and receiverships*
- *Testifying on behalf of clients in administrative hearings and court proceedings*
- *Facilitating settlement agreements*
- *Recommending changes or updates to the code*

In addition, CSG can review existing code enforcement programs to look for efficiencies and help establish appropriate policies and procedures to facilitate the mission of the code enforcement unit.

DANGEROUS BUILDINGS AND PUBLIC NUISANCES

CSG will assist the City in administering the Uniform Code for the Abatement of Dangerous Buildings and Nuisance Chapter of the Municipal Code, including the following services:

- *Conduct preliminary investigations of conditions of property and make initial contact with tenants and property owners as appropriate;*
- *Prepare courtesy notices and warning letters as appropriate;*
- *Conduct inspections and prepare documentation of violations;*
- *Prepare inspection warrants if necessary in order to gain access to conduct inspections;*
- *Prepare "Compliance Orders" and "Notice and Orders;"*
- *Organize appeal hearings if needed;*
- *Conduct follow-up inspections to monitor compliance with "Compliance Orders" and "Notice and Orders;"*
- *Provide support to legal counsel including preparation of declarations and documentation suitable for submission to Court;*
- *Make Court appearances as necessary; and*
- *Prepare documentation for recovery of costs through administrative penalties and recordation of liens.*
- *Appearing as expert witnesses*

HEARING OFFICER SERVICES

If requested, CSG will assist the City with an on-call or designated Administrative Hearing Officer providing the following services:

- ***Conducting Administrative Hearings:*** *CSG's Hearing Officer will preside over administrative hearings and ensure proper conduct during proceedings. CSG's Hearing Officer will hear all parties and review relevant evidence to determine an unbiased decision and/or recommendation based on the facts presented.*
- ***Management of Procedural Issues:*** *This includes ruling on motions, written appeals, and other related evidence. CSG's Hearing Officer also has the authority to administer oaths, receive testimony, and is committed to upholding due process while facilitating an impartial environment where all parties can fairly present their case.*
- ***Records Management:*** *CSG's Hearing Officer will maintain detailed records of all proceedings, compiling all pertinent documents and evidence. Additionally, a transcript of the proceedings can be provided upon request.*
- ***Issuing Decisions:*** *After careful review of the evidence, information, and arguments presented during hearings, CSG's Hearing Officer will issue a written decision detailing the findings and a subsequent order and/or remedy to be executed.*

WILDLAND URBAN INTERFACE (WUI)

CSG can assist the City if it is required to administer California Fire Code Chapter 49 (Requirements for Wildland-Urban Interface Fire Areas). CSG can provide professional services to prepare and implement requirements for fire resistant landscape vegetation and defensible space requirements. Services would include preparing local landscape standards, assisting with outreach to property owners, conducting inspections, and documenting violations.

CODE ENFORCEMENT SUPERVISION

CSG can provide interim staffing to oversee an agency's code enforcement personnel and day-to-day activities ensuring, for example, that procedures are followed, caseloads are managed effectively and that code enforcement officers work fairly and consistently with property owners and reporting parties. Our personnel are adept at serving as liaisons for code enforcement units when interacting with members of other departments. CSG Code Enforcement Managers may be called upon to attend department meetings, committee meetings and County Council meetings as a code enforcement program progresses. They can also be available to assist code enforcement officers, law enforcement and other County staff as well as representatives of other agencies on field visits when needed.

HOUSING INSPECTIONS

Upon request, CSG will conduct inspections in response to complaints about substandard housing consistent with Health and Safety Code Section 17900. Services could include contacting property owners and tenants, conducting inspections, documenting violations, and monitoring repairs.

Level of Effort Letter

SECTION 10.2.2

CSG has provided hour rates for staff who would be involved with this work in Section 11.5 (Pricing Proposal). Due to the nature of the on-call scope, we cannot accurately estimate the amount of hours until further direction is provided by the City.

References

SECTION 10.3

CSG CLIENT REFERENCES

Our track record of success with our clients is outstanding and we encourage you to contact our references with any questions or clarification you might require. The following are three client agencies for which CSG has provided similar services as those requested in the City's RFP.

City of Brisbane
Jeremy Dennis
City Manager
50 Park Place
Brisbane, CA 94005
(415) 508-2157
jeremyd@ci.brisbane.ca.us
Building & Fire Plan Review & Inspection, Building Official Services
1991—Ongoing

City of Sunnyvale
Suzanne Park
Chief Building Official
456 W. Olive Avenue
Sunnyvale, CA 94086
(408) 730-7455
spark@sunnyvale.ca.gov
Building & Fire Plan Review, Code Enforcement Services, Engineering Services
2010—Ongoing

City of Sacramento
Tom Pace
Community Development Director
300 Richards Blvd. 3rd Floor
Sacramento, CA 95811
(916) 808-2691
tpace@cityofsacramento.org
Building Plan Review, Fire Plan Review
2013-Ongoing

City of Elk Grove
Christopher Jordan
Development Services Director
8401 Laguna Palms Way
Elk Grove, CA 95758
(916) 478-2222
cjordan@elkgrovecity.org
Full Service: Building Department Administration, Plan Review/Inspection, Permit Technician Services
2021—Ongoing

City of San Rafael
Hector Carlos
Code Enforcement Supervisor
1400 Fifth Avenue, Top Floor
San Rafael, CA 94901
(415) 458-5337
hector.carlos@cityofsanrafael.org
Code Enforcement Services
2013-Ongoing

City of Mountain House
Jodi Almassy
Deputy City Manager
251 E. Main Street
Mountain House, CA 95391
(209) 831-5637
mhbuilding@sjgov.org
Full-Service Building Department
2024-Ongoing

Resumes

SECTION 10.4

Per the City's request, resumes for key staff have been provided on the following pages.

Brian **Frenger** CBO

Regional Building Services Director

LICENSES & CERTIFICATIONS

Certified Building Official
Certified Building Code Specialist
Certified Commercial Building Inspector
Certified Commercial Electrical Inspector
Certified Mechanical Inspector
Certified Plumbing Inspector
Certified Combination Dwelling Inspector
Certified Plans Examiner
| ICC 5236356

Fire Inspector 1 (State Fire Training #6220-8981)
Hazardous Material First Responder (FRA)
Post Disaster Assessment Evaluator (CA)
Green Building Professional (Built It Green)
PC 832 – Code Enforcement
FEMA Professional Certifications/NIMS
Liebert Cassidy & Whitmore Supervisor Training

EDUCATION

Building Inspection Technology (BIT) Program Completion
Butte College | Oroville, CA

PROFESSIONAL AFFILIATIONS

Sacramento Valley Association of Building Officials
Shasta Cascade Chapter of ICC
California Association of Building Officials (CALBO)
International Code Council (ICC)

Mr. Frenger has served in roles that include Chief Building Official, Inspection Manager and Plans Examiner and brings more than 20 years of progressively responsible experience in management and building inspection related services for both the private sector and public sector to CSG. He is a proven leader with a track record of high-quality work and customer service that is proactive, professional, and effective. As a leader, he enjoys making positive changes, increasing efficiency, modernizing processes through implementing new technology, while providing exceptional service. His management style is flexible, collaborative and is compatible with a broad range of personalities and proficiencies. Mr. Frenger is proactive in his partnership with fellow employees, industry peers, consultants, and members of the community to achieve goals and implement change. As CSG's Regional Building Services Manager, he operates with the highest ethical standards that will not be compromised:

- *Commitment to customer satisfaction.*
- *Dedication to excellence in service delivery.*
- *Fostering environments that are conductive to innovation, creativity, & collaboration.*
- *Implementing innovative strategies that promote efficiency.*
- *Enforcing the States minimum Building Standards Codes to protect health, safety, and the welfare of the community while balancing the development community needs.*

RELEVANT EXPERIENCE

Chief Building Official | City of Elk Grove, CA

Mr. Frenger served as the Building Official for the City of Elk Grove, overseeing a staff of 11 for the Building Division that included permit technicians, plans examiners, and inspectors. He also was responsible for attending project and management meetings and coordinating staff for inspection services.

Chief Building Official/Inspection Manager/Plans Examiner | Interwest Consulting Group

Mr. Frenger served as the Building Official for the City of Elk Grove, Angels Camp, United Auburn Indian Tribe, and as the Northern California Building Inspection manager. In addition to his Building Official Services, he planned, managed and directed a comprehensive Building Inspection group of 11 staff for Northern California clients to ensure that they provided excellent customer service and met health and safety requirements specified in the California Building Standards Codes, International Property Maintenance Code and California Health and Safety Code. In these roles, Mr. Frenger built and maintained positive working relationships with co-workers, other City employees, and the public, using principles of good customer service. Additionally, he represented the Division and Department to outside agencies and organizations; participated in outside community and professional groups and committees; provided technical assistance, and other duties as necessary.

Senior Inspector/Fire Inspector| County of Sutter, CA

Mr. Frenger maintained supervision over the Sutter County development services staff, which included permit technician staff, building inspection staff and code enforcement. Throughout his time at Sutter County, he successfully completed supervisor training courses with Liebert Cassidy and Whitmore and California State Association of Counties (CSAC). As a Senior Inspector, he performed plans examiner duties and inspections related to commercial and residential occupancies. He worked closely and in conjunction with the Sutter County Fire Chief as it related to fire code plan review, fire inspections, and Fire Marshal duties. Additionally, Mr. Frenger worked with engineers, architects, contractors, and homeowners to ensure their construction needs were met. Additional contributions include implementing policies and procedures to the building division along with cost effective building and code enforcement software programs that met the Counties budget restraint. Prior to his employment with the County of Sutter, Mr. Frenger also served as a Code and Construction Compliance Specialist for the City of Oroville (2011-2013), and Building Inspector/Plans Examiner for the County of Yolo (2004-2011).

Mike **Leach** CBO

Senior Building Inspector

LICENSES & CERTIFICATIONS

Certified Building Official CB
Building Plans Examiner B3
Building Code Specialist B8
Commercial Combination Inspector C5
Electrical Inspector E5
Combination Inspector C8
Mechanical Inspector M5
Plumbing Inspector P5
Commercial Electrical Inspector E2
Building Inspector B5
Residential Inspector E1

EDUCATION

AA Degree in Construction Technology
Ventura College
Ventura, CA

Mr. Leach serves as a Senior Building Inspector for CSG and its clients, having a diverse background in construction, administration, team development, and program management in complex and multi-faceted organizations. He is a results-oriented leader with a proven track record in organizational improvement, strategic planning, budget management, and collaborative communication.

CSG EXPERIENCE

Building Official | Multiple CSG Clients

Mr. Leach provides Deputy Building Official Services for the City of Elk Grove where he provides administrative management, plan review, and inspection services which include combination inspections for single family residential, commercial, institutional, industrial, and multi-family structures. In addition, Mike has provided services for several CSG clients including Cities of Stockton and Mill Valley, County of Placer, and throughout the County of Napa. Duties include inspections of new residential, commercial, and industrial as well as remodels / additions and tenant improvements to both residential and commercial occupancies.

OTHER RELEVANT EXPERIENCE

Chief Building Official | City of Santa Paula, CA

Mr. Leach was responsible for the overall administration and supervision of the Building and Safety and Code Enforcement Departments. Mr. Leach oversaw staff, payroll, evaluations, and customer service for these departments. Some of his responsibilities included review of plans for code compliance prior to permit issuance, collaboration with other city departments to expedite developments, directed the implementation for the recent fee update, code adoption and budget, and helped design and implement a COVID-19 permit issuance and inspection program.

Supervising Inspector | City of Santa Paula, CA

Mr. Leach was responsible for the day-to-day inspections performed by field inspection staff and reporting to the Building Official. Mr. Leach tasks included acting as a lead inspector on more complex projects such as the City's Water recycling Facility, and a multi- story apartment complex with a parking garage. He also performed a limited amount of plan review on regular, light-framed construction.

Building Inspector II | City of Santa Paula, CA

Mr. Leach was responsible both commercial and industrial area inspections under the direction of the Supervising Inspector for new construction. He was also responsible for code enforcement in commercial and industrial properties and enforcement of uninhabitable residential dwellings and property maintenance.

Tony **Garner**

Building Inspector

LICENSES & CERTIFICATIONS

Certified Building Inspector
Certified Commercial Mechanical Inspector
Certified Resident Mechanical Inspector
Certified Resident Plumbing Inspector
Certified Commercial Plumbing Inspector
Certified Residential Electrical Inspector
Certified Commercial Electrical (Pending)
| ICC 5096015

EDUCATION

Certificate of Completion
LP2A Training Institute| Citrus Heights, CA

Mr. Garner has over 25 years of experience providing building and life safety services in the construction industry. This includes more than seven years of experience in various construction trades, and 16 years of experience providing residential, light commercial, and commercial inspection services to various Northern California jurisdictions. He possesses extensive knowledge of the practical application and enforcement of adopted construction codes, standards, and local ordinances. He is well-versed in all aspects of construction and inspections.

CSG EXPERIENCE

Senior Inspector | City of Sacramento, CA

Mr. Garner served as the Senior Building Inspector for the City of Sacramento for two years, during his time assisting the city he provided inspection services for large-scale commercial projects as well as the Inspector of Record for the Sacramento Fire Station #14. Mr. Garner also provided commercial inspection services for multi-family projects, podium buildings, and gas stations for the City.

Senior Inspector | City of Manteca, CA

Mr. Garner served as the Inspector of Record for the Great Wolf Lodge project, which consisted of a 6-story building with 500 rooms, an indoor pool, a water slide, and family fun center. Tony provided inspection services for the entirety of this build.

Senior Inspector | City of Elk Grove, CA

Mr. Garner served as the Senior Building Inspector for the City of Elk Grove for 17 years. During this time, he was responsible for all phases of residential and commercial inspections for the City. He performed inspection of a variety of structures, including hotels, restaurants, apartment complexes, custom homes, and subdivisions. Additionally, Mr. Garner served as the inspector for the City's Civic Center – Aquatics Center construction, the remodeling of the police station and call center, and the library shell building.

Building Inspector | City of Citrus Heights, CA

Mr. Garner served as a City building inspector for a one year period. During this time, he worked within the full-service building department, performing residential building inspectors for compliance with the City's municipal codes.

PRIOR EXPERIENCE

Journeyman Roofer | Auburn, CA

As a Journeyman Roofer, Tony performed all aspects of roofing installation in residential and commercial settings. This included complete roof remodels, beam replacements, reframing ceilings, roof rafters, and matching decorative trim on historical buildings.

Raymond **Sandoval**

Senior Building Inspector

LICENSES & CERTIFICATIONS

(CA) Residential Building Inspector
(CA) Commercial Mechanical Inspector
(CA) Commercial Pluming Inspector
(CA) Residential Building Inspector
(CA) Residential Mechanical Inspector
(CA) Residential Plumbing Inspector
(ICC) Commercial Building Inspector
(ICC) Commercial Mechanical Inspector
(ICC) Commercial Plumbing Inspector
(ICC) Residential Building Inspector
(ICC) Residential Mechanical Inspector
(ICC) Residential Plumbing Inspector | ICC 5224921

(SAP) Safety Assessment Program Certified
(NIMS) National Incident Management System Certification

EDUCATION

ICC/UBC Certified Building Inspector | Linhart, Peterson, Powers Associates (LP2A) Training Institute (2003) CSG Academy | Newman, CA

General Education
American River College | North Highlands, CA

Mr. Sandoval is an ICC certified building inspector who brings more than 40 years of building industry experience to CSG and its clients. With more than 20 years of building inspection experience alone, he has developed a deep knowledge base regarding building policies and procedures, codes associated with residential/commercial/multifamily projects, and working with contractors to resolve code compliance issues. During his career, Mr. Sandoval has provided building inspection services for agencies that include the Cities of Oroville, Desert Hot Springs, Elk Grove, Sacramento, Lodi and Yuba City.

CSG EXPERIENCE

Senior Building Inspector | City of Elk Grove, CA
As a CSG Building Inspector, Mr. Sandoval provides inspection services for the City of Elk Grove, inspecting residential, commercial, and multifamily structures.

PRIOR EXPERIENCE

Building Inspector | Interwest
Mr. Sandoval served as a building inspector for Interwest for more than five years, providing inspection services to client agencies.

Building Inspector | City of Oroville, CA
Mr. Sandoval served as a building inspector for the City of Oroville for nearly 10 years.

Building Inspector | Willdan Engineering
Mr. Sandoval served as a building inspector for Wildan Engineering.

Senior Building Inspector | City of Desert Hot Springs, CA
Mr. Sandoval was promoted to Senior Building Inspector with supervisory duties during his time serving the City.

ADDITIONAL INDUSTRY EXPERIENCE

Throughout Mr. Sandoval's 40-year career in the building industry, he has worked in a variety of roles that include the following:

- **Business Owner** – Home Inspector (Grass Valley, CA)
- **Drywall Regional Manager** – Quality Drywall (Temecula, CA)
- **Drywall Superintendent** – WallDesign, Inc. (Irvine, CA)
- **Framing Contractor** – MWB Framing Contractors (Rocklin, CA)
- **Drywall Foreman** – Sierra Wes Drywall (Loomis, CA)

Chuck **Smithhart**

Senior Building Inspector

LICENSES & CERTIFICATIONS

Residential Building Inspector
Residential Plumbing Inspector
| ICC 8391207

ACI Field Technician 1

EDUCATION

A.A. Architecture
Sierra College | Rocklin, CA

Mr. Smithhart serves as a Senior Building Inspector for CSG and brings over 30 years of construction experience. He has extensive experience providing building inspection and plan review services for commercial and residential buildings in various stages of construction and remodeling to ensure compliance with all applicable codes, ordinances, and regulations. To this role, Mr. Smithhart brings excellent customer service, communication, and time management skills.

RELEVANT EXPERIENCE

Building Inspector | Consulting Firm, Roseville, CA
Mr. Smithhart inspected existing buildings and premises for change of use, occupancy and compliance with applicable codes and ordinances. He examined building plans, specifications, and technical reports to ensure compliance with the California Building Code, regulations and bylaws and also issued permits. He investigated complaints to determine general conditions and compliance of dwelling, premises, non-dwelling structures, and vacant lands. He also responded to inquiries from the public and contractors regarding code and other issues with projects.

He also acted as the temporary Building Official for the City of St. Helena where his responsibilities included supervising permit processing staff, providing advice about difficult technical and inspectoral problems to the Department Head, and helping with Code Enforcement.

Special Site Inspector | Consulting Firm, Sacramento, CA
Mr. Smithhart provided inspection services for the Nut Tree Airport and the Tracy Municipal Airport renovations on taxiways and runways. His responsibilities included keeping daily logs of work being performed by subcosultants during all phases of construction to submit to FFA and County Agencies. He also monitored costs, materials, and equipment usage along with SWWPP guidelines and enforcement.

Site Inspector | Consulting Firm, Sacramento, CA
Mr. Smithhart provided quality assurance inspections for the PG&E Hydro Canal Rebuilding Projects/ He lso interpreted project plans to maintain quality assurance and control. Additionally, he monitored cost management and schedules for the project.

Senior Inspector | Consulting Firm, Sacramento, CA
Mr. Smithhart provided quality control and inspections for concrete, reinforced concrete, asphalt, masonry, bolting, roof diaphragms, shear nailing, shotcrete, and density. He also interpreted plans and specifications and produced daily reports.

Senior Special Inspector | Capitol Engineering Lab, Sacramento, CA
Mr. Smithhart inspected concrete density, reinforced concrete, asphalt, masonry, bolting, roof diaphragms, shear nailing, and strength of bolts. He also interpreted plans and specifications, and produced soil reports and daily reports.

Founder/Lead Electrician | C.A. Smitthart Electric, Sacramento, CA
Mr. Smithhart provided electrician services and quality assurance on all projects including but not limited to residential tracts, multi-family, semi-custom homes, commercial improvements, ground up new construction, schools, retail and restaurants. He was also responsible for all aspects of business operations including finance, purchasing, bidding, supervising employees, and communication with building officials and contractors.

David Trockey

Building Inspector II

LICENSES & CERTIFICATIONS

California Residential J1
Certificate No. 9763615
Residential Building Cert
Residential Plumbing Cert

EDUCATION

A.A. Architecture
Sierra College | Rocklin

BIT Course
Los Rios Community College

Consumes Community College Course
California Residential Building Code
Completion of Structural Welding through
Iron Workers 378 Course

Studies in Architecture, Auto CAD,
and Drafting
Solano Community College

Mr. Trockey serves as a Building Inspector II for CSG. To this role, he brings over 18 years of progressively responsible experience in building inspection related services for both the private sector and public sector. He is a proven leader with a track record of high-quality work and customer service that is proactive, professional, and effective.

RELEVANT EXPERIENCE

Building Inspector I CSG Consultants, Inc.
Mr. Trockey serves as a Building Inspector II for CSG. He works in full-service building departments, performing residential building inspectors for compliance with the City's municipal codes.

Residential Building Inspector for Consulting Firm | Roseville, CA
Mr. Trockey served as a Residential Building Inspector and performed the following duties:

- Inspected existing buildings and premises for change of use, occupancy or compliance with applicable codes and ordinances; work with the public to ensure structures are safe and ready for occupancy.
- Examined building plans, specifications, and evaluate technical reports to ensure compliance with the Building Code, regulations and bylaws, issues required permits.
- Investigated complaints to determine general condition and compliance of dwellings, premises, non-dwelling structures and vacant lands with Building Codes.
- Enforced regulations on projects requiring building and related permits for new construction, additions, and alternations to existing buildings in an assigned district.
- Responded to inquiries from the public and contractors regarding codes and other issues with projects, both over the phone and at the public counter.

Material Handler at Acme Construction | Sacramento, CA
Mr. Trockey was responsible for assembling equipment, cutting of strut/rods, and pulling orders using an RF-gun. He also has Level 1 and 4 Forklift experience.

Installer/Dispatcher/Scheduler at Goodwin-Cole | Sacramento CA
Mr. Trockey provided oversight and facilitation of all phases of project installation including scheduling, vendor coordination, client coordination, and completion of project within time and budget. He coordinated with the installation coordinators to manage activities, resources, crew members, equipment, and information. He maintained health, safety, and security standards and ensured responsible for the planning, execution, and closing every project to ensure quality control and customer satisfaction.

Assistant Technician at Mistras |Benicia, CA
Mr. Trockey was responsible for the visual and UT modular inspections, radiographic plutonium testing, and PMI inspections. He read piping and structural blueprints and completed job reports.

Line Inspector at Clorox | Fairfield, CA
Mr. Trockey inspected product lines, ensured quality assurance, and maintained machinery.

Assistant Foreman/Pipe-Fitter at Valero | Benicia, CA
Mr. Trockey was responsible for grid dimension translation for piping placement, PPE safety administration, fire-watch expertise, and parts delivery.

Plumber/Pipe-Fitter/Laborer | Trockey Plumbing, Vacaville, CA
Mr. Trockey 's responsibilities included simple plumbing, bathroom and kitchen remodels, and soldering pipes

Lee Holt CCEO

Code Enforcement Manager

LICENSES & CERTIFICATIONS

California Association of Code Enforcement Officers (CACEO):

Certified Code Enforcement Officer (CCEO)
(Basic, Intermediate, Advanced)

Police Officer Standards Training (POST):

PC 832 Arrest, Search & Seizure #2970-80102-15004

PC 832 Firearms Familiarization #2970-80101-15014

Field Training Officer (FTO) #2970-31725-18-001

Crime Through Environmental Design (CPTED) | #2970-31310-17-001

Interview & Interrogation (I&I) #2970-31445-14004

Drug & Alcohol #2970-20315-15003

Crime Scene & Forensic Photography #2970-31684-16001

California Law Enforcement Telecommunications System (CLETS)

California State Fire Marshal (CSFM):

Investigation 1A

Prevention 1A & 1B

Management 1A

Firefighter 1

Command 1A

ICS 200

HazMat:

FRO Awareness OR 194275

Nuclear Biological Chemical Terrorism OR167282

Decontamination OR167259

Emergency Medical Technician (EMT) #E041012 (2020-2022)

Qualified Applicator License (QAL) (C/F/J Categories) | #115185

EDUCATION

B.A., Liberal Studies/Biology
California State University, East Bay
Hayward, CA

PROFESSIONAL AFFILIATIONS

CACEO Region 1 Director
International Code Council (ICC)
American Association of Code Enforcement (AACE)
California State Fire Association (CSFA)

Ms. Holt is a Code Enforcement Manager for CSG Consultants and its public agency clients. Officer Holt has over 25 years of agency and special district experience, serving in a variety of code enforcement, public health, monitoring, and fire capacities. Ms. Holt is widely credentialed; an effective team member and collaborator across departments, agencies and the public; developer of clear, concise and accurate reports, and brings a strategic mindset in delivering solutions for clients. Ms. Holt is perpetually in pursuit expanding her knowledge and training, and elevating the profession and colleagues.

RELEVANT JURISDICTIONAL EXPERIENCE

Code Enforcement Officer | Multiple CSG Client Agencies

Ms. Holt performed comprehensive code enforcement services as well as assisted with targeted programs including vending enforcement, massage ordinance, program review, STR (short-term rental), C4 Storm Water Inspections at commercial and industrial facilities, and provides council updates and presentations. She has provided code enforcement services the following agencies:

- *City of Campbell*
- *City of Half Moon Bay*
- *City of Hercules*
- *City of Larkspur*
- *City of Livingston*
- *City of Los Banos*
- *City of Millbrae*
- *City of Newark*
- *City of Oakdale*
- *City of Rocklin*
- *City of San Rafael*
- *City of Santa Cruz*
- *City of Sausalito*
- *City of Seaside*
- *Town of Colma*
- *Town of Loomis*
- *Town of Portola Valley*
- *County of Marin*
- *County of Ventura*
- *County San Joaquin*

CSG Code Enforcement Training Officer | City of Gustine, CA

Ms. Holt served as the training officer for new staff in the City of Gustine.

CSG Code Enforcement Supervisor | City of Modesto, CA

Ms. Holt served as the acting Supervisor for staff in the City of Modesto.

ADDITIONAL RELATED EXPERIENCE

Water Operator | Yolo County Flood Control, CA

Ms. Holt served as Water Operator ensuring distribution to growers during irrigation season, including water usage and flow calculation. Other responsibilities included setting up SOP's for water quality testing and written protocols (e.g., calibration) for water quality sensors and collection and setting up SCADA (Supervisory Control and Data Acquisition) system.

Fire Fighter | Vacaville Fire Protection District, CA

In addition to responding to fire calls, Ms. Holt assisted in district functions, outreach, recruit training, sponsored events, OES responses; equipment upkeep; and report writing.

Vector Control Technician | City of Berkeley, CA

Ms. Holt's work included maintaining health and safety conditions within the City utilizing local, state, and federal laws. This included providing response to calls for service about sewage, rodents, insects, raccoons (and other wildlife), abandoned/inoperable vehicles, vegetation, mold, and other health-related concerns.

Vector Biologist | Alameda County Mosquito Abatement, CA

Ms. Holt increased coordination between local agencies and businesses within her assigned zone, through outreach, presentations, and education at community events, fairs, and schools, in addition to source management and enforcement of breeding sources.

Gary **Kornahrens** CCEO

Code Enforcement Supervisor

LICENSES & CERTIFICATIONS

California Association of Code Enforcement Officers (CACEO):

Certified California Code Enforcement (CCEO)

(Basic, Intermediate, Advanced)

CACEO Continuing Education

California Mold Update
Boss to Coach
SB296 Officer Safety Update

Peace Officer Standards Training (POST):

Reserve Officer I

Leadership & Development (250 hours) I Santa Clara County Sheriff's Department

PC 832 Arrest, Search & Seizure

PC 832 Firearms Familiarization

EDUCATION

General Education, Chabot Community College | Hayward, CA

Public Administration, California State University Hayward | Hayward, CA

Reserve Police Academy, College of San Mateo | San Mateo, CA

PROFESSIONAL AFFILIATIONS

California Association of Code Enforcement Officers (CACEO)

Abandoned Vehicle Abatement Service Authority | (AVASA)

Silicon Valley Animal Control Spay and Neuter Committee

TAGNET Anti-Graffiti Task Force

Mr. Kornahrens has over 40 years of enforcement experience, including 26 years as a Code Enforcement Officer and Supervisor with the City of Cupertino, and another 10 years with CSG. Additionally, he has 5 years direct experience conducting Administrative Hearings for the Cities of Fremont, Union City, San Rafael, Lathrop, Napa, Salinas, Ceres, and the Los Rios Community College District. He has served on several boards and commissions including serving three terms on the Abandoned Vehicle Abatement Service Authority (AVASA) and service on the TAGNET Anti-Graffiti Task Force. Mr. Kornahrens has completed the 250-hour POST certified Santa Clara County Sheriff's Leadership and Development class. Now as a Code Enforcement Supervisor, he continues to provide staff mentorship and guidance and assist the Program Manager with proposals and overall program support.

CSG EXPERIENCE

Senior Code Enforcement Officer | Town of Woodside
Mr. Kornahrens is the assigned officer in a long-term assignment in Woodside, and enforces all facets of the municipal code, including health & safety and building violations.

Senior Code Enforcement Officer | Towns of Portola Valley and Colma
Mr. Kornahrens was the established Code Enforcement Officer for these jurisdictions, and trained staff to address and enforce any code violations, including leaf blowers, building violations, and general code concerns.

Code Enforcement Officer | County of San Joaquin, CA
Mr. Kornahrens assisted in the program review of the County's Code Enforcement division.

Code Enforcement Officer | City of Campbell, CA
Acting as the City's full-time code enforcement handling all current cases, Mr. Kornahrens also addressed aged cases in attempts to reduce their case backlog.

Massage Establishment Enforcement Program | City of San Rafael, CA
Mr. Kornahrens was part of a team of representatives that supported the City of San Rafael in enforcing their Massage Ordinance. As a regulatory officer in the Massage Inspection Program (MIP), he was one of the original members who assisted with the implementation of the still operating program.

ADDITIONAL RELATED EXPERIENCE

Senior Code Enforcement Officer | City of Cupertino, CA
As both Senior Code Enforcement Officer and Supervisor, Mr. Kornahrens enforced the Municipal Code for the City of Cupertino.

Reserve Deputy | Santa Clara County Sheriff's Department
Mr. Kornahrens was assigned to the County's Transit Patrol Division.

Reserve Police Officer | Mountain View Police Department
While with Mt. View, Mr. Kornahrens performed solo patrol of an assigned beat within the city.

Community Services Officer | Mountain View Police Department
Responsibilities included both parking enforcement and equipment maintenance scheduling.

Correctional Officer and Reserve Police Officer | Hayward Police Department
Mr. Kornahrens performed custodial care of the prisoners and solo patrol of an assigned beat within the City.

School Security Agent | Hayward Unified School District
Mr. Kornahrens patrolled over 40 school campuses, responded to alarms and safety concerns.

School Security Agent | San Leandro Public School District
Assigned as a high school campus supervisor providing school security.

Thomas **Mlady**

Code Enforcement Officer I

EDUCATION

BS Degree, Geosciences | Southern New Hampshire University, Manchester, NH

TRAINING

Module One Academy | CACEO

Human Trafficking – Suspicious Structures | CACEO

Housing Inspections 101 | ICC

Preparing Your Case: Report Writing and Evidence | GMS

Introduction to Legal Aspects for Code Enforcement | GMS

Mr. Mlady serves as a Code Enforcement Officer I for CSG Consultants, bringing expertise gained from his background in safety and security services with the San Joaquin Regional Transit District, and Army and Air Force Exchange Services. Mr. Mlady is adept at various types of investigations and surveillance, as well as having experience managing/training staff.

CSG EXPERIENCE

Code Enforcement Officer I | Multiple CSG Client Agencies, CA

Mr. Mlady has provided code enforcement services for the following CSG client agencies:

- *City of Larkspur*
- *City of Angels Camp*

CODE ENFORCEMENT TRAINING

Code Enforcement Officer Training | Multiple CSG Client Agencies, CA

Mr. Mlady has completed in service training with senior code enforcement staff for the following agencies:

- *City of Sonora*
- *City of San Rafael*
- *City of Elk Grove*
- *Town of Colma*
- *Town of Loomis*
- *Town of Woodside*

RELEVANT EXPERIENCE

Safety and Security Manager | San Joaquin Regional Transit District – Stockton, CA

As the Safety and Security Manager for the San Joaquin Regional Transit District (RTD), Mr. Mlady's duties and contributions included the following:

- *Direct oversight of one subordinate and 16 contracted subordinates divided into three shifts that operate 24 hours/day, 365 days/year.*
- *Management of staffing, scheduling, discipline, and performance evaluations of said subordinates and contractors.*
- *Responsible for managing or directing design and administration of safety and security management, and 3rd party contracts, programs and services.*
- *Managed security policies and procedures to promote safety and security of personnel and assets.*
- *Cultivated relationships with local law enforcement and external security vendors*
- *Investigated and resolved security breaches to protect organization and corporate assets. Investigated incidents and wrote reports.*
- *Monitored and maintained CCTV and access control systems to protect personnel and assets.*
- *Collaborated with senior management to develop and implement strategies to mitigate safety and security risks.*
- *Proposed and managed administration of a broad program of safety and security topics. Delivered regular security awareness programs to educate personnel on security measures and protocols.*

Safety and Security Manager | Army and Air Force Exchange Services – French Camp, CA

As the overseas Safety and Security Manager for the Army and Air Force Exchange Services, Mr. Mlady's duties included the following:

- *Staffing, scheduling and overall management of multiple facilities across several countries that were comprised of as many as 200 individuals.*
- *Direct oversight of 14 subordinates divided into three shifts that operated 24 hours/day, 365 days/year.*
- *Conducted OSHA, environmental, and security inspections/surveys.*
- *Conducted interviews, obtained written statements, and prepared case reports/files.*
- *Acted as a liaison between command, law enforcement, legal, and Exchange management on loss prevention activities.*
- *Oversaw equipment management that included CCTV system, Electronic Article Surveillance (EAS), safety products, and fire suppression systems.*

Babak **Kaderi** CFM

Senior Project Manager

LICENSES & CERTIFICATIONS

Certified Floodplain Manager

FEMA Elevation and Floodplain Management Training

South Bay Water Recycling Site Supervisor Certificate

Traffic Control Technician and Traffic Control Flagger Certificate of Training

Certificate of Completions for SF Bay RWQCD Construction Site Compliance for Water Quality Protection

Access Management Traffic Manual Certificate

Autodesk Certificate of Completion 2007

EDUCATION

MS, Industrial Technology
Indiana State University
| Terre Haute, IN

BS, Manufacturing Technology
Indiana State University
| Terre Haute, IN

Mr. Kaderi has over 30 years of civil engineering, land development, and planning and development project management experience. His land development experience includes, but is not limited to plan checking, code compliance, and understanding of regional public agency regulations and requirements.

For CSG, Mr. Kaderi has provided development plan review for the Cities of Mountain View, Belmont and Dublin, as well as onsite review for the City of Hayward, Gilroy, and Monte Sereno. Prior to joining CSG, Mr. Kaderi served as an Assistant Civil Engineer to the City of Milpitas for 25 years. For Milpitas, Mr. Kaderi provided plan check of developments and served as the floodplain manager.

RELEVANT EXPERIENCE

Land Development Staff Augmentation | City of Gilroy, CA

Mr. Kaderi performs onsite land development review for the City's development projects. His general duties included providing Conditions of Approval for Planning projects and plan check review of all major and minor private development (residential and commercial) including but not limited to grading plans, public improvement plans, utility improvement plans, tenant improvement plans, and plot plans. Review and process Tentative Maps, Parcel Maps, and Final Maps. Mr. Kaderi has been involved in processing improvement agreements, writing staff report for project approval, processing reimbursement agreements, and notice of completions. Review and approve major tract on-site and off-site improvements. Notable projects Mr. Kaderi was involved in includeded:

- **Hoey North Tract Development** –80Unit hillside single family residential development with Glen Loma Ranch development area.
- **Town Center Development at Glen Loma Ranch** – Mixed development of affordable apartment, single family residential, fire station and community park.
- **Miller Avenue realignment** – Realignment of major collector and related utilities to accommodate Glen Loma Ranch development area.
- **Heartland Garden Tract Development** – Process development of single-family residential tracts within Hecker Pass development area.
- **Heartland Triangle** - Process development of a single-family residential tract within Hecker Pass development area.
- **Harvest Park Tract Development** - Process development of single-family residential tracts within Hecker Pass development area.
- **Hecker Pass Trail and Bike Staging Park** – Process development of the Hecker Pass bike trail along HWY-152 frontage and a community bike staging park.
- **NISSAN Dealership** – Process development of commercial parcel for Nissan dealership entailing vacation of public street and merging of the parcels to accommodate development.

Land Development Staff Augmentation | City of Hayward, CA

Mr. Kaderi performed on-site plan review for reviewing and approving site permits, building permits, and encroachment permits. His general duties included providing plan check and review of all major and minor private developments (residential, commercial, and industrial) including but not limited to tentative maps, tract maps, parcel maps, legal descriptions, grading plans, public improvement plans, on-site improvement plans, tenant improvement plans, and plot plans. Review and provide Engineering Conditions of Approvals for all development projects.

Mr. Kaderi also reviewed and approved pre-construction Storm Water Pollution Prevention Plan (SWPPP) and post-construction Storm Water Control Plans (C.3).

Brigette Carrasco

Senior Permit Technician

LICENSES & CERTIFICATIONS
ICC Certified Permit Technician

EDUCATION
General Education | San Jose City College, San Jose, CA

Ms. Carrasco serves as a permit technician for CSG Consultants. Prior to joining CSG, Ms. Carrasco spent over 28 years serving in numerous administrative oriented roles which involved multitasking capabilities, excellent organizational skills, and strong interpersonal skills. She excels at working in a fast-paced environment and has a knack for understanding and implementing policies and procedures.

RELEVANT EXPERIENCE

Lead Building Permit Technician | City of Elk Building Department
Ms. Carrasco performed full scope of support for the more complex projects and duties within the City of Elk Grove's Building Department. This involved an increased knowledge of permitting, building, and planning processes. She also led, planned, and reviewed the overall workload for efficiency and response; coordinated and tracked applications to ensure timely processing; independently calculated and provided impact fee estimates for all levels of projects.

Aside from supporting the Building Division and Building Official, Ms. Carrasco also coordinated permit activities with internal City departments and outside agencies and answered questions and provided information to the public and applicants regarding building department requirements, regulations, and procedures. She provided work direction and training for new staff and less experienced staff.

Dispatcher/ Administrative Assistant || RMA Group, Inc., CA
As a Dispatcher, Ms. Carrasco provided support for RMA's Northern California operations division. She coordinated the daily schedule for 15 construction inspectors, prepared final affidavits and request change orders for out of contract items, and provided direct support to Northern California's Regional Principal Engineer.

Office Administrator | Signet Testing Labs/ URS Corporation, Sacramento, CA
Ms. Carrasco provided full clerical and administrative support for a construction inspection and materials testing company. Her duties included processing work orders, dispatch, data entry, database maintenance, collections, estimating, timecard review, trial billing, and light project management.

Project Assistant | Terrasearch, Inc., San Jose, CA
Ms. Carrasco provided project support for geotechnical engineers and project managers. She coordinated the daily schedule for 35 construction inspectors and prepared final affidavits, typed letters, data entry, and generated special reports for state funded projects. She also managed the archiving and logging of old project files and plans and was responsible for managing projects worth $30K or less which included draft billing, change order requests, and timecard review.

Pricing Proposal

SECTION 10.5

CSG CONSULTANTS – FEE SCHEDULE

CSG's proposed fee schedule is provided below.

PERSONNEL	HOURLY RATE
Building Department Services	
Permit Technician	$80
Senior Permit Technician	$90
CASp Inspection	$160
Building Inspector (Building Inspector I)	$115
Combination Building Inspector (Building Inspector II)	$125
Senior Building Inspector	$135
Deputy Building Official	$160
Building Official	$175
Certified Floodplain Manager (CFM)	
Certified Floodplain Manager (CFM)	$260
Code Enforcement Services	
Code Enforcement Manager	$215
Administrative Hearing Officer	$190
Code Enforcement Supervisor	$180
Senior Code Enforcement Officer	$170
Code Enforcement Officer II	$140
Code Enforcement Officer I	$115
Overtime	1.5 x Hourly Rate

TERMS

- *Overtime/services provided outside of normal business hours will be billed at 1.5x the applicable hourly rate.*
- *Services provided on weekends will be billed a 2x the applicable hourly rate.*
- *Hourly rates for publicly funded projects will be based on current prevailing wage rates.*
- *On July 1 or the anniversary of the contract start date, CSG will initiate an hourly rate increase based on change in CPI for the applicable region.*
- *CSG will mail/email an invoice every month for services rendered during the previous month. Unless otherwise agreed, payment terms are 30 days from receipt of invoice.*
- *This fee proposal is valid for a period of 90 days from date of submittal.*

***Administration/Plan Processing** fees are incurred for specific additional services requested by the agency beyond the normally provided CSG administrative services which typically include coordinating the pick-up and return of plans; performing scanning, collating, and tracking; and providing plan review status updates to the agency. Cost for additional services will be negotiated based on the type of request with a minimum fee based on 0.5 hours of service per project.*

Prior Litigation/Claims

SECTION 10.6.1

LITIGATION (PAST FIVE YEARS)

Stephen Estrella v. City of South San Francisco Code Enforcement, a Public Entity, et al. (Case #20-CIV-05257). A CSG employee was driving his personal vehicle and allegedly drove over Stephen Estrella's foot while the CSG employee was working for the City of South San Francisco. A claim was made against the CSG employee's auto insurance, and damages were paid. On November 24, 2020, a lawsuit was filed against the City of South San Francisco and CSG for the same incident. The case was settled for $300,000 and closed on February 23, 2024.

Tilafaiga Taape, Jr. v. Rosemary Hanson and CSG Consultants. The property owner at 34 Visitacion Avenue in Brisbane was named along with CSG for a railing that failed on private property. CSG provides services to the City of Brisbane for building plan review and inspection. CSG was released from the case since it was not involved in the condition of the existing railing on the private property. The CSG dismissal forms for this case were completed on March 2, 2021.

Failed Project Completions

SECTION 10.6.2

CSG has never failed to complete any work it was awarded, nor has CSG ever defaulted on a contract.

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26-027

PROFESSIONAL SERVICES MASTER AGREEMENT (BUILDING SAFETY – STAFF AUGMENTATION)

BETWEEN

CITY OF BENICIA AND

TRB and Associates, Inc.

This Professional Services Master Agreement ("Agreement") is dated July 1, 2025, and is by and between the City of Benicia, a political subdivision of the State of California ("CITY") and TRB and Associates, Inc., a California Corporation located at 3180 Crow Canyon Place, Suite 216, San Ramon, California 94583, licensed to do business in California, ("CONTRACTOR") relating to TRB: Building Safety Staff Augmentation - Master Service Agreement (FY26-27) Services (“Services").

1. Agreement

1.1. 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 by the City Manager, or designee who is hereby authorized to execute any Task Order and issue a Notice to Proceed, without further action by the City Council, provided the Task Order is within the total authority of this Master Service Agreement. Amendments to this Master Service Agreement require City Council approval.

Staff Augmentation Services may include, but not be limited to:

A. Building Staff Augmentation:

B. Building Inspector

C. Certified Access Specialist Professional (CASp) Inspector

D. Building Permit Technician

E. California Water Efficiency Landscape Ordinance (WELO) Inspector

F. Building Official

G. Certified Floodplain Manager (CFM)

H. Specialty Services including Building Code Enforcement

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.

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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.

1.2. Term of Agreement

A. This Agreement will conclude on June 30, 2027 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.

1.3. 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.

1.4. Compensation

CONTRACTOR shall be compensated, a total value not to exceed $325,000 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 not to exceed 5% or the current year's February change of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Francisco-Oakland-Hayward, CA index, whichever is lower, and must seek CITY's authorization for rate changes. 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.

1.5. 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 in excess of $1,000.00, where prevailing wages are required by law. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the

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Agreement, as determined by the Director of the State of California Department of Industrial Relations, are on file at the City's Public Works 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 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. CONTRACTOR 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 CONTRACTOR shall pay federal Davis Bacon wages and comply with applicable federal requirements.

B. 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.

C. CONTRACTOR, where applicable, 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.

1.6. 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. **Patent Rights, Copyright, Trade Secrets:** CONTRACTOR 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.

C. **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 artd will survive termination of this Agreement.

D. **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.

E. **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.

F. **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.

G. **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 al I 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

1.7. 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.

1.8. 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.

1.9. 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

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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.

1.10. 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 based on a final invoice from the CONTRACTOR.

1.11. 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 I 101, 1102and1102.1; 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.

1.12. 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:

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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. § l8700(a) (2))

1.13. 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.

1.14. 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.

1.15. 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.

1.16. 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.

1.17. 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.

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1.18. 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.

1.19. 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.

1.20. 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.

1.21. 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: Stacy Hofacre

Senior Management Analyst

shofacre@ci.benicia.ca.us

To Contractor: Todd Bailey

Principal

tbailey@trbplus.com

1.22. 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.

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1.23. 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.

2. Insurance Requirements

2.1. INSURANCE REQUIREMENTS

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated July 1, 2025, by and between TRB and Associates, Inc., hereinafter referred to as "Contractor", and the City of Benicia, hereinafter referred to as "City", providing for professional services.

2.2. 1. Contractor's Duty to Show Proof of Insurance

Contractor, 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 Contractor's acts, errors, or omissions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Contractor shall not perform any work under this Agreement until Contractor 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, Contractor 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, Contractor 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. Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or City as an additional insured.

2.3. 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

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for liability arising out of Contractor'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. Contractor 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.

2.4. 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.

2.5. Workers' Compensation Insurance

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

2.6. 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.

2.7. 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.

2.8. Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Contractor, at Contractor'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.

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2.9. Insurance terms and conditions:

3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Contractor shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Contractor 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. Contractor 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 Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor 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 Contractor is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Contractor'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 Contractor'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 Contractor 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 Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor. City, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Contractor agrees to reimburse City for

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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 Contractor 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 Contractor and its Subcontractors shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Contractor's fees under this Agreement (and the fee of its Subcontractors under Subcontractor agreements) shall be reduced by the amount of insurance premiums that may be avoided by Contractor and its Subcontractors 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 Contractor's and Subcontractors policies. Construction Manager and its Subcontractors shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

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

"TRB and Associates, Inc." By: Signed by: Todd Bailey 075E017ZDECE462... 6/19/2025

Todd Bailey

Its: President

"City" By: _____

Its: _____

"Department" By: _____

Its: _____

"City Attorney" By: _____

Its: City Attorney

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Exhibits List

A - Scope of Work

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Exhibit A

Scope of Work

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April 14, 2025

Proposal to provide to the

City of Benicia

ON CALL BUILDING SAFETY SERVICES - STAFF AUGMENTATION

[RFP# 25-067]

CONTACT
Todd Bailey, PE, LEED AP, CASp, MBA
Principal-in-Charge
925.866.2633
tbailey@trbplus.com

OFFICE LOCATIONS
San Ramon
Sacramento
Burlingame
Santa Clara
Long Beach
Las Vegas

TRB + Associates

www.trbplus.com

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April 14, 2025

Rachel O'Shea, Deputy Community Development Director | Building Official
City of Benicia | 250 East L Street | Benicia, CA 94510

SUBJECT: TRB and Associates Proposal to Provide On-Call Building Safety Services – Staff Augmentation

Dear Ms. O'Shea:

TRB and Associates, Inc. (TRB) is pleased to submit this Proposal to Provide On-Call Building Safety Services – Staff Augmentation for your consideration. We have reviewed the contents of the City's RFP and are prepared to provide the requested scope of services. We look forward to the opportunity to build on our over 18-year work partnership with the City of Benicia Building and Safety Division providing On-Call Building Safety Professional Services.

For this engagement, **Todd Bailey, P.E., CASp, LEED AP, and MBA** will continue to serve as the **Project Manager** responsible for ensuring timely delivery of quality support services. To confirm, Todd will be managing all services provided to the City from TRB's San Ramon office. Of note, Todd has over 18 years of personal experience providing Building and Safety support services to the City of Benicia. The balance of our proposed key staff is identified within our proposal response.

TRB provides Plan Review, Inspection, Delegate Chief Building Official, and CASp services to municipal building and public works departments throughout California. Our corporation, which comprises over 75 team members, was established in 2006 and has been a growing business since its founding. We specialize and serve exclusively in the code compliance role. We would like to highlight the following about the company:

- Our firm is engaged to provide as-needed Building Department and related services to over 75 municipalities in Northern California: including the City of Benicia. As a result, our team is very familiar with the many region-specific considerations that need to be considered when evaluating code compliance including flood zone, seismic design, wind exposure, soil/liquefaction, wildland urban interface, and landslide criteria.
- As a value-added service, Paul Armstrong will be available to provide code training to City staff and all invited guests on the California Building Codes Standards if desired by the City.
- The staff of TRB includes licensed Civil, Structural, Mechanical, Fire Protection, and Electrical Engineers; Architects; and ICC, CASp, LEED®, and SAP certified individuals who have an average 25 years of experience in the architecture-engineering-construction industry.
- Our staff are active in industry organizations such as ICC, CALBO, CBOAC, ASCE, and SEAOC. Of note, TRB+'s roster includes three ICC Chapter Presidents and a CBOAC Board Member.
- Our firm was recognized as Industry Member of the Year by the County Building Officials Association of California (CBOAC) in 2019.
- We have a strong track record of producing quality results and meeting turnaround goals, and a track record to which our clients will attest.

Our firm looks forward to the opportunity to continue to assist the City of Benicia as a Building Safety Services provider and is prepared to enter into an agreement with the City immediately. In the documentation provided, you will find background information on the company, our building & fire life safety service offerings, representative project experience, professional references, and a fee schedule for your review. If you have questions or need further information, please do not hesitate to contact **Todd Bailey** by phone at **(925) 866-2633** or by email at tbailey@trbplus.com. To confirm, I am authorized to bind the firm contractually. We look forward to hearing your feedback soon.

Sincerely,

TRB + ASSOCIATES, INC.

Todd Bailey, P.E., LEED AP, CASp, MBA
ICC Certified Building Plans Examiner + Combination Commercial Inspector | Principal & Project Manager
President & Secretary

ICC PREFERRED EDUCATION PROVIDER

Corporate Office
3180 Crow Canyon Place, Ste 216
San Ramon, CA 94583
Tel: 925.866.2633

Silicon Valley Office
1265 El Camino Real, Ste 209
Santa Clara, CA 95050
Tel: 408.642.1068

Burlingame Office
433 Airport Blvd, Ste 209
Burlingame, CA 94010
Tel: 925.866.2633

Sacramento Office
3841 N. Freeway Blvd, Ste 209
Sacramento, CA 95834
Tel: 916.384.0900

Southern California Office
4182 N Viking Way, Ste 213
Long Beach, CA 90808
Tel: 562.566.4144

Las Vegas Office
5955 Edmond Street, 1F
Las Vegas, NV 89118
Tel: 702.760.5881

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Company Overview

TRB and Associates, Inc. (TRB) is a California-based building and fire life safety services Corporation with offices in San Ramon, Sacramento, Burlingame, Santa Clara, Long Beach, and Las Vegas. Our firm provides Plan Review, Inspection, Building Department Administration, Delegate Chief Building Official, Disabled Access (CASp) Consulting services to public agencies throughout California.

TRB was established in 2006 and has been a growing business since its founding. The firm is owned by its Principal-in-Charge Todd Bailey, PE, LEED AP, CASp, MBA who has 30 years of experience working in the Building Safety field in California. Our over 75 team members have an average of 25 years of experience in the Architecture-Engineering-Construction industry, encompassing building safety and related services across a full range of code disciplines.

Range of Services

- ✓ Building and Fire Plan Review
- ✓ Building and Fire Inspection
- ✓ Building Department Administration
- ✓ Code Enforcement Inspection
- ✓ Consulting Chief Building Official
- ✓ Disabled Access (CASp) Consulting
- ✓ Building Standards Codes Training
- ✓ Civil & Planning Plan Review and Inspection

Capacity and Resources

TRB has extensive resources and a large pool of licensed engineers and certified building safety experts, equipped to handle a wide range of building department needs. The majority of our services are delivered on an as-needed, ongoing basis. Having a large pool of resources allows us to accommodate existing and future workload effectively. To confirm, we do not have any current or anticipated engagements which would affect our ability to staff for this assignment - we are committed to supporting the City of Manteca and have resources available for the anticipated needs noted in the City RFP.

Qualifications and Technical Capabilities

TRB team members possess multiple certifications and registrations to assure compliance with all requirements mandated by the State and local jurisdiction ordinances. Our team comprises of individuals who are either engineers or architects licensed in the State of California, or who possess ICC certifications in their respective disciplines. Of note, our team includes 8 licensed Structural Engineers. In addition, our staff includes 4 LEED® Accredited Professionals and 6 CASp certified individuals. Most of our staff possesses a combination of these industry-recognized credentials. Information on the qualifications of our proposed personnel and an Organizational Chart is provided in later Sections of our Proposal.

Our staff members are regular instructors and attendees at construction code and standards training offered through the local ICC Chapters, CALBO, CBOAC, SEAOC, AISC, ASCE, NFPA and other building industry organizations. In addition, several of our staff members are current or past board members with industry organizations and as such, are aware of many aspects of the development of relevant construction codes. Staff experience encompasses a full range of construction types and occupancies including the following:

- ✓ ADUs and JADUs
- ✓ Photovoltaic Systems
- ✓ Assembly Occupancies
- ✓ Commercial Tenant Improvements
- ✓ Detention Facilities
- ✓ Distribution Centers
- ✓ Hotels
- ✓ Industrial/Storage Warehouses
- ✓ Manufacturing Facilities
- ✓ Medical Office Buildings
- ✓ REACH Code Projects
- ✓ Battery Energy Storage Systems
- ✓ Mixed-Use Projects
- ✓ Multi-Family Dwellings
- ✓ Office Buildings
- ✓ Parking Structures
- ✓ Power Plant Facilities
- ✓ Recreation/Gymnasium Facilities
- ✓ Restaurants
- ✓ Logistics Centers
- ✓ Gas Stations
- ✓ Cannabis Facilities
- ✓ Hazardous Chemical Facilities
- ✓ High Rise Buildings
- ✓ Hospitals
- ✓ Retail Centers
- ✓ Schools
- ✓ Single Family Dwellings
- ✓ Sports Arenas
- ✓ Theaters

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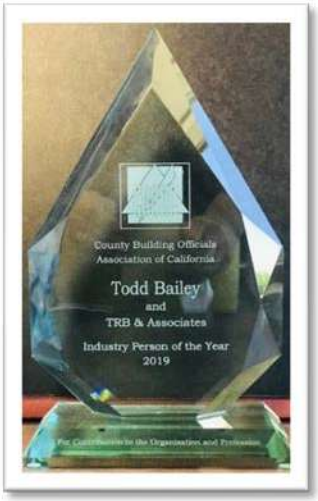
Customer Service Philosophy

TRB's customer service philosophy is simple; provide consistent quality services and represent our clients to the best of our ability. The achievement of the City's goals is at the heart of the services we provide. We have been able to consistently meet our clients' goals by implementing the following principles:

- ✓ Garnering a problem-solving attitude
- ✓ Gaining awareness of the issues that affect the community
- ✓ Applying the right expertise in a responsive manner

What you can Expect from Us



Experience

- Comprehensive understanding of the California Building Standards Codes
- Average 25 years' experience

Quality Work

- High technical competence and solutions oriented
- Balanced approach to application of adopted Codes & Standards

Responsiveness

- Close proximity to City Offices
- Staff available on 24/48-hour notice
- Critical-path awareness
- Effective workflow policies and procedures
- Emergency Response Ready

Teamwork

- Consider us your Partner – We work with you

What Sets Us Apart

TRB has a strong track record of production quality results, meeting turnaround goals and client satisfaction. Ask our clients:

> *"TRB has performed Plan-Check services for [our City] for many years now. They review 75% of all my external plan reviews, I can honestly say their services are excellent. I have used several companies over the last 23 years, TRB has outperformed them all. TRB remains responsive and in control, they meet with me and our clients when requested and constantly put in the extra effort to ensure positive outcome."* - California Municipal Chief Building Official

Our Commitment

In our firm's nearly 20 years in business, we have assembled a team of professionals that have been committed to the success of our clients. As the organization continues to grow, we have maintained our core belief in providing a welcoming environment, training, and promotional opportunities, and providing the best service possible to our clients. With TRB, the City of Benicia will continue to receive an experienced team who understands the needs of public agencies and takes pride in delivering outstanding service. Consider us your partner, and as such we are always on call and always available for everything from simple brainstorming sessions to representing you during meetings with stakeholders.

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Subconsultants

TRB will be teaming up with two subcontractor firms for this project: **Provost & Pritchard Consulting Group** and **TERP Consulting**. TRB has excellent working relationships with both subconsultant firms, and we have teamed with each successfully on municipal support assignments.

Provost and Pritchard Consulting Group (P&P) will be prepared to provide civil engineering support services on the project. TRB is currently teaming with the firm to provide grading plan reviews for the RELATED Santa Clara Project. P&P has been providing engineering services for over 50 years and possesses over 200 employees throughout California.

KEY PROJECT MEMBERS: Michael Osborn, PE, LEED AP; Brayden Lovik, PE

TERP Consulting will be prepared to provide fire protection engineering and plan review support on the project. TRB has teamed with TERP Consulting on many large-scale projects including the $1.5 billion UC Davis Health Aggie Square and RELATED Santa Clara projects. TRB's work history with TERP spans over 10 years. The firm has extensive experience in fire protection engineering including fire protection systems, master egress systems, fire hazards analysis, and smoke control systems assessments on large-scale construction projects.

KEY PROJECT MEMBERS: Jim Begley FPE, CFM, LEED AP; Bryan Douglass, FPE

TRB and Associates Office Locations:

CORPORATE OFFICE
3180 Crow Canyon Place, #216
San Ramon, CA 94583
Phone: (925) 866-2633

SOUTHERN CALIFORNIA OFFICE
4182 N. Viking Way #204
Long Beach, CA 90808
Phone: (562) 566-4144

SILICON VALLEY OFFICE
1265 El Camino Real, 209
Santa Clara, CA 95050
Phone: (408) 642-1068

BURLINGAME OFFICE
433 Airport Blvd, #209
Burlingame, CA 94010
Phone: (925) 866-2633

SACRAMENTO OFFICE
3841 N. Freeway Blvd, #136
Sacramento, CA 95834
Phone: (916) 384-0900

LAS VEGAS OFFICE
5955 Edmond Street, 1F
Las Vegas, NV 89118
Phone: (702) 760-5881

Subcontractor Office Locations

Provost and Pritchard
455 W Fir Avenue, Clovis, CA 93611
Phone: (559) 449-2700
Brayden Lovik, PE, Sr. Engineer
BLovik@ppeng.com

TERP Consulting
6080 Center Drive, Suite 646 | Los Angeles, CA 90045
Phone: (213) 459-5781
James Begley, PE, FSPE, CFM
jbegley@terpconsulting.com

Proposal Contact Information

All correspondence and questions related to this proposal may be directed to our Principal-in-Charge and designated Project Manager, Todd Bailey, via email, fax, telephone, or direct mail. Our project manager and other TRB staff are readily available to meet with applicants and City staff in-person at City Hall or virtually upon request.

Todd Bailey, PE, LEED AP, CASp, MBA
Principal & Project Manager
T (925) 866-2633
F (925) 790-0011
tbailey@trbplus.com

Corporate | Project Office Location
TRB and Associates, Inc.
3180 Crow Canyon Place
Suite 216
San Ramon, CA 94583

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Description of Responsibilities of Key Personnel

Mindful of the potential complexity of projects in the City of Benicia, TRB has assembled a team with exceptional qualifications and attentiveness to quality and schedule. Our proposed team is comprised of senior-level professionals who have worked together across many projects and who possess extensive municipal support experience. We are pleased to be able to present a team with this combination of interpersonal familiarity and extensive industry experience.

PROJECT LEADERSHIP

Todd Bailey, PE, LEED AP, CASp, MBA, our company Principal and Founder, is prepared to continue to serve in the role of **Project Manager**. Todd has over 25 years of experience in the industry which includes serving as a Delegate Chief Building Official/Project Principal on over 20 large-scale fast-track design build projects in California having a combined valuation of over $30 billion. Of note, Todd's experience includes overseeing support services provided on the $9 billion RELATED Santa Clara project. Todd will work closely with our team to ensure that project goals are met and that findings are communicated in a timely and clear manner.

PLAN REVIEW TEAM LEADERSHIP

Our plan review group is led by our **Plan Review Services Manager**, **Bing Young, RA**. Bing possesses extensive experience in plan review on both residential and commercial projects and includes more than 25 years of professional experience in production, project management, construction management, energy, and accessibility analysis.

Senior Plan Review Engineer, Dan McLaughlin, PE, CASp will be available to serve as a senior plan review engineer on this assignment. Dan is a registered Civil Engineer, certified CASp, and ICC Certified Plans Examiner. Dan has been with TRB for over 10 years, specializing in plan review coordination with extensive experience on both complex commercial and residential project types.

Senior Plan Review Engineer, Petya McInnis, PE, CASp has over 24 years of experience in engineering and construction, has expertise in design, plan review, and inspection across residential, commercial, and industrial projects. Formerly a Plan Check Engineer for the City of Fairfield, she ensured code compliance, provided technical supervision, and supported Building Inspectors and Officials with code research. Petya's proactive approach has led to effective solutions, process improvements, and policy changes.

Dominic Ma, SE, MPA serves as our **Quality Control Principal**, responsible for ensuring the technical accuracy of all work performed. Dominic has more than 30 years of experience in reviewing building plans and specifications submitted for building permit applications to assure compliance with adopted building codes and reference standards.

INSPECTION AND FIELD SERVICES TEAM LEADERSHIP

Christopher Rose serves as our **Inspection and Field Services Manager**. Chris has over 20 years of inspection, plan review and administration experience serving in both public and private sector roles on a variety of projects. His experience includes serving as Building Manager for Sonoma County and coordinating document control tasks for the Apple World Headquarters project in Cupertino.

TECHNICAL DIRECTOR & INSTRUCTOR

Our **Technical Director - Paul Armstrong, PE, and CBO - is** available to provide expert code interpretation support and code instruction. With more than 30 years of building safety management experience, Paul teaches regularly for California Building Officials (CALBO). As a Chief Building Official, he managed building plan review, counter assistance, and inspection for numerous California agencies. His previous experience at International Code Council (ICC) included leading the Architectural and Engineering Services Department, International Conference of Building Officials (ICBO) Technical Services Department.

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Team Members - Experience Matrix

The following matrix lists our proposed personnel with their license and certification information. Please note that full Resumes for each is included in the Resume Section of our proposal.

NAME	ROLE	YEARS OF RELEVANT EXPERIENCE	QUALIFICATIONS & LICENSES
PROJECT LEADERSHIP			
Todd Bailey, PE, CASp, MBA, LEED	Principal-In-Charge	27	Registered Civil Engineer – California, Hawaii ICC Building Plans Examiner ICC Commercial Combination Inspector LEED Accredited Professional DSA Certified Accessibility Specialist (CASp)
Dominic Ma, SE, MPA	Quality Control Principal	30	Registered Structural Engineer – California Registered Civil Engineer – California ICC Building Plans Examiner
Bing Young, RA	Plan Review Services Manager	25	Registered Architect – California
Christopher Rose	Inspection Services Manager	20	ICC California Commercial Building Inspector ICC Commercial Building Inspector ICC Residential Building Inspector ICC California Residential Building Inspector ICC Residential Plans Examiner
Shelley Loughran	Client Relations Manager	25	FEMA Incident Command System, National Response Network
Paul Armstrong, PE, CBO	Technical Director	30	Registered Civil Engineer – California ICC Certified Building Official
PLAN REVIEW			
Structural & Civil			
Karin Kuffel, SE	Sr. Plan Review Engineer	25	Registered Structural Engineer – California Registered Civil Engineer – California
Tom Hemenway, SE	Sr. Plan Review Engineer	30	Registered Structural Engineer – California Registered Civil Engineer – California
Bill Vaughn, SE	Sr. Plan Review Engineer	30	Registered Structural Engineer – California Registered Civil Engineer – California
Deborah Sandercock, SE, CASp	Sr. Plan Review Engineer	25	Registered Structural Engineer – California Registered Civil Engineer – California DSA Certified Accessibility Specialist (CASp)
Mike Kaszpurenko, SE	Sr. Plan Review Engineer	30	Registered Structural Engineer – California Registered Civil Engineer – California
Life Safety and Fire			
Dan McLaughlin, PE, CASp	Senior Plan Review Engineer	10	Registered Civil Engineer – California ICC Building Plans Examiner DSA Certified Accessibility Specialist (CASp)
Petya McInnis, PE, CASp	Senior Plan Review Engineer	22	Registered Civil Engineer – California DSA Certified Access Specialist (CASp) ICC Building Plans Examiner
Jim Begley, CFM, FPE, LEED AP	Fire Protection Engineer	25	Licensed Fire Protection Engineer – California LEED Accredited Professional ICC Certified Fire Marshal ICC Certified Fire Plans Examiner & Fire Inspector
Bryan Douglass, FPE	Fire Protection Engineer	15	Licensed Fire Protection Engineer – California

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NAME	ROLE	YEARS OF RELEVANT EXPERIENCE	QUALIFICATIONS & LICENSES
Jay Griffin, CASp	Sr. Plans Examiner	40	DSA Certified Accessibility Specialist (CASp)
Jeff Brooks, CASp	Sr. Plans Examiner	25	DSA Certified Accessibility Specialist (CASp) ICC CA Commercial Plumbing ICC CA Commercial Mechanical
Ryan Leiendecker	Sr. Plans Examiner	14	ICC Certified Building Official ICC Certified Fire Marshall ICC Building Plans Examiner ICC Building Code Specialist ICC Residential Energy Inspector/Plans Examiner ICC Commercial Energy Plans Examiner ICC Residential Plans Examiner ICC Plumbing Plans Examiner ICC Commercial Building Inspector ICC Residential Building Inspector
Electrical			
James Johnson, EE, QCxP	Sr. Plan Review Engineer	30	Registered Electrical Engineer – Hawaii ICC Certified Electrical Plans Examiner Qualified Commissioning Services Provider(QCxP) Construction Quality Control Reviewer (CQCR)
Steven Block, EE	Sr. Plan Review Engineer	30	Registered Electrical Engineer – California, Nevada, Arizona, Hawaii
Alan Roth, EE	Sr. Plan Review Engineer	30	Registered Electrical Engineer – California
Mechanical / Plumbing			
Aaron Collins, ME, QCxP	Sr. Plan Review Engineer	10	Registered Mechanical Engineer – California Qualified Commissioning Services Provider(QCxP)
Peter Kogan, ME, LEED AP	Sr. Plan Review Engineer	30	Registered Mechanical Engineer – California Certified Energy Manager (CEM), California LEED Accredited Professional
Akitayo 'Tai' Akiwumi	Sr. Plans Examiner	20	ICC Building Plans Examiner ICC Building Inspector ICC Plumbing Inspector
Civil / Grading / LID			
Michael Osborn, PE, LEED AP	Senior Engineer	20	Registered Civil Engineer – California LEED Accredited Professional
Andrew D'Olier, PE, PMP	Associate Engineer	6	Registered Civil Engineer – California Project Management Professional (PMP)
Brayden Lovik, PE	Senior Engineer	15	Registered Civil Engineer – California
INSPECTION AND FIELD SERVICES			
Michael Williams	Supervising Inspector	15	ICC Combination Inspector
Doug Kreiss	Sr. Building Inspector	20	Multiple ICC Credentials
Sean Burke	Sr. Building Inspector	25	Multiple ICC Credentials
Brian Elder	Sr. Building Inspector	20	ICC Building Inspector, IAPMO Plumbing and Mechanical Inspector
Jacqui O'Keefe	Sr. Permit Technician	10	ICC Building Plans Examiner

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Project Understanding & Approach

TRB would like to confirm its intent to provide services in accordance with the Scope of Work identified in the City of Benicia's Request for Proposal (RFP) document. In brief, it is our understanding that the City is seeking qualified consultants to assist with **On-Call Building Safety Services – Staff Augmentation** on a range of project types. It is understood that plan review tasks would comprise reviewing projects for adherence to the City's latest adopted Municipal Codes and Title 24 California Building Standards Codes covering structural, fire prevention, life safety, disabled access, energy conservation, green building, plumbing, mechanical, and electrical provisions.

TRB has reviewed the Scope of Services as outlined in the City's RFP and is prepared to continue to provide On-Call Building Safety Staff Augmentation Services including:

- ✓ Building Inspector
- ✓ Certified Access Specialist Professional (CASp) Inspector
- ✓ Building Permit Technician
- ✓ California Water Efficiency Landscape Ordinance (WELO) Inspector
- ✓ Certified Floodplain Manager (CFM) Review
- ✓ Building Official
- ✓ Certified Floodplain Manager (CFM)
- ✓ Specialty Services including: Code Enforcement

TRB would like to confirm that it has staff appropriately certified to provide the requested scope of services. Also to confirm, all work will adhere to industry standards as determined by the California Code of Regulations, Title 24, and the City of Benicia Municipal Code (BMC). The following reflects our proposed work plan for providing the requested scope of services.

Project Approach Overview

Our approach to this engagement is centered on utilizing experienced staff and fostering open communication between our firm and the City. On an ongoing basis, our Project Manager, **Todd Bailey PE, CASp, LEED AP**, will maintain regular communication with City staff to ensure that we are kept informed of current code interpretations and policies, and to enhance our ability to quickly respond to any issues that may arise during permit counter, document review, and/or inspection activities.

We value the importance of the City's projects and are committed to meeting all project service delivery deadlines. We will diligently document and report all plan review findings, tracking information, and other reports, as required by the City.

Throughout this engagement, our key team members will be available to meet with City staff either via phone or in person to address questions that may come up during the course of a project. Our firm is committed to responding to all inquiries within 1 business day. We encourage discussions via in-person meeting, telecon, and/or WebEx/Zoom or similar formats as agreeable and necessary to achieve the most expeditious results.

Quality Control Assurance

Quality and on-time service are of paramount importance to us. Though we employ only experienced plan reviewers and expect their work to be of a high standard, we have instituted a quality control policy to ensure that this standard is maintained. At the core of our quality control approach is having a "two sets of eyes" policy in place. All work performed by staff is reviewed for quality control by senior members of our team. Our Project Manager and Quality Control Principal, **Dominic Ma SE**, hold primary responsibility for ensuring accuracy and consistency (QA/QC) in the application of adopted codes and standards for any City assignments.

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Building Code Instruction

As an additional service, TRB is prepared to provide Building Code Instruction support to the City in either classroom or field-type settings on a range of technical subjects. **Paul Armstrong PE** is an award-winning California Building Standards Codes instructor whose accolades include being named CALBO Instructor of the Year. Paul is currently providing extensive training on the California Building and Residential Codes to TRB clients, local ICC Chapters, and CALBO Education Week attendees. Paul will be available to provide tailored training for the City and its invited guests upon request.

ICC PREFERRED EDUCATION PROVIDER

Project Workplan

Project Initialization, Scheduling & Management

From our prior experience supporting municipal building departments and divisions, we know that developing a comprehensive understanding of project construction documents and supporting the timely execution of project schedules is of critical importance. To confirm, for any plan review, inspection, or permit technician assignment, TRB members will possess a thorough understanding of all applicable project documents and processes and will be committed to supporting the City with its specific project schedule needs.

Preliminary Meetings and Project Administration

Shortly after the project award, we are prepared to meet to verify project expectations, deliverables, scheduling, and logistical considerations. Our Project Manager will coordinate with our Plan Review and Inspection Services Managers, to allocate plan review, inspection, and permit technician resources appropriately. The Plan Review Manager will be responsible for oversight of all the plan review services provided, and our Inspection Services Manager will be responsible for monitoring and managing any staff augmentation activities. Regular communication between our Project Manager and the TRB team will be ongoing throughout this engagement to ensure alignment of staffing and schedule needs.

Project Communications

We understand that ongoing communication is essential to ensuring project success. We promote and endorse any tools which help enhance communications between all project participants. We have utilized regularly scheduled calls for instance as a means for TRB, designated project owner, constructor, designer representatives, and others to discuss project schedule and critical path, manpower needs, potential challenges, and other related matters. Having these types of communications allows teams to identify when additional support may be needed and how resources may be best allocated to accommodate the project schedule and critical path. Throughout this engagement, our team members will be available to attend meetings with City staff, as well as design, constructor, and owner teams as needed.

Workload Accommodation | Timeliness of Response

It is understood that there are often periods of time when the workload extends beyond what may be normally expected. We would like to highlight that our firm has a system in order to accommodate such peaks without compromising turnaround or quality. We have many qualified and experienced team members who we access to assist at times of high workload or emergency need. In the event of a local, regional, or national emergency or disaster, our assigned staff are ready and available to immediately respond to a disaster and help as needed.

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Building Inspection Scope & Approach

TRB is prepared to perform inspection, referring to building plans, structural plans, and material specifications for structures located within the City limits, upon 48-hour notice. Our inspectors are proficient at verifying project conformance to model code standards (Building, Electrical, Mechanical, Plumbing, Green Building and Energy & Accessibility) and MWELO and CFM provisions, as well as other locally adopted ordinances

TRB provides all labor and technical, administrative, professional, and other personnel; supplies, materials, equipment, and all other resources necessary to perform the specified work. TRB will use existing City forms or can develop correction sheets which meet with the approval of the City and shall maintain written lists of corrections needed to ensure conformance to codes and regulations.

Field Inspection Process

Our experienced team includes individuals with extensive field inspection experience on a range of project assignment types including municipality "Called Inspections," "Clerk of the Works," and "Inspector of Record" roles; our team can assist with a broad range of inspection responsibilities. Our scope of service areas includes residential, commercial, and industrial facilities, capital improvement projects, municipal agency services and infrastructure revitalization.

Our inspectors are careful to document all inspection activities, adhere to agency-adopted protocols, and follow field procedures and policies as dictated by the Building Official. TRB will maintain daily inspection records and all necessary documents on file for reference by the City. To confirm, TRB staff are available for applicant inquiries and/or conferences during normal City business hours.

Our inspections include those identified in the California Model Codes and which would be amended or modified as directed by the City. Our inspection scope includes:

- Foundation Inspection
- Framing Inspection(s)
- Electrical, Mechanical, Plumbing systems inspection
- Lath and/or Gypsum Board Inspection
- Fire Code Inspection, e.g. fire suppression, alarms, etc. (if requested)
- Concrete Slab or under-floor Inspection
- Energy Efficiency Measures Inspections
- Green Building Inspection
- Fire Resistance Rated Construction Inspection
- Floodplain Inspection
- Final Inspection

Remote Virtual Inspection (RVI) Option

Many agencies have engaged in using virtual programs to provide remote inspection services. Several of our clients have successfully implemented virtual inspection programs. We are familiar with using Inspected.com and Blitzz, as well as Facetime, Skype, Google Duo and Microsoft Teams. We are prepared to assist with RVI inspections if desired by the City.

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Building Official, Permit Technician, Certified Floodplain Manager, CASp, and Specialty Services including Code Enforcement

TRB is also prepared to provide the above-referenced support services to the City on an as-needed basis. TRB staff are prepared to work at the City's offices as an extension of City staff under the supervision of the Chief Building Official or their designee with the knowledge, skills, and abilities to perform the following requisite functions.

Building Official Support Services

- TRB will provide an experienced ICC Certified Building Official to assist the Building Official as needed. The Building Official will have a minimum of five years of experience in a public agency with development, administration, interpretation, application and enforcement of the codes. They will have a thorough knowledge of customer service, develop and maintain effective relationships with all client groups, and be able to effectively communicate with contractors, homeowners, subordinates, superiors, news media, elected officials, and civic organizations.

Permit Technician Services

- Assist the public at the front counter or by phone regarding building, planning, and engineering permit requirements, application and permit fees, application filing procedures and processing, and permit status.
- Enter permit and related data into the City permit tracking system.
- Accept permit and related applications and collect fees. Screen plans and application materials for completeness and for conformance with City ordinances standards, policies, and guidelines.
- Review application materials for compliance with conditions of project approval; route plans to other City departments for review; approve and issue minor permits; research and respond to public inquiries.

Certified Floodplain Manager (CFM)

- TRB is prepared to provide a Certified Floodplain Manager to provide technical and administrative support to the City. We understand that we may be asked to coordinate public engagement, prepare analysis, reports and presentations, and provide related technical support as needed.

Disabled Access (CASp) Services

- TRB offers Certified Accessibility Specialist (CASp) Consulting Services to assist agencies with the compliance requirements of State of California Senate Bill 1608 (Corbett). Our team is skilled at reviewing facility plans and specifications for compliance with State and Federal accessibility laws, codes, and regulations; evaluating facilities for compliance with State and Federal accessibility codes and regulations; conducting accessibility research, preparing accessibility reports, and performing accessibility inspections.

Specialty Services

- TRB will provide professional services for ongoing work or projects such as but not limited to those related to Code Enforcement and Fire review. We understand that we may be asked to coordinate public engagement, prepare analysis, reports and presentations, and provide related technical support as needed.

Code Enforcement

- Conduct field investigations; inspect properties for violations; issue and post warning notices, notices of violation, corrective notices, orders to comply, and related documentation for code violations; schedule and performing follow-up functions to gain compliance including letters, inspections, calls, meetings, discussions, and negotiations to ensure compliance with appropriate codes and ordinances.
- Maintain accurate documentation and case files on investigations, inspections, enforcement actions, and other job-related activities including accurate and detailed information regarding code enforcement activity to substantiate violations, drawing diagrams and illustrations and taking photographs.

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Integration with Other Systems, Travel and Training, Bid Procedures and Selection, and Staffing Expectations

Integration with Other Systems

- OpenGov Permitting and Licensing: TRB will work and input plan review corrections in the OpenGov permitting software during the plan review process.
- Bluebeam Integration: Plan Reviews will be done in BlueBeam Studio Session, a cloud-hosted PDF-based markup and collaboration platform. The Respondent will need the ability to complete reviews and redline plans as required within the BlueBeam collaboration session.

Travel and Training

To confirm, TRB acknowledges the following:

- TRB will solely cover the costs for all travel time and mileage to arrive at the Benicia City Hall;
- TRB will coordinate training for TRB's employees and assigned personnel, and ensure that our employees and assigned personnel maintain all training certifications as required by the State Regulation and local ordinances and/or amendments to State codes; and
- TRB agrees that it will not charge City for training, time in training, or any expenses related to training.

Bid Procedures and Selection

We understand that City staff will provide a scope of work via email to one or more contracted firms, who will be asked to submit bids (inclusive of work tasks, personnel, and cost proposal) electronically within five (5) to fifteen (15) working days, depending on the nature of the project. Selection of a consultant for any given project or task will consider multiple factors, including but not limited to skills and expertise, unique staff qualifications, similar project experience, project approach, and cost. Consultant shall not commence work until written authorization is received from the City of Benicia in the form of an executed work order.

Staffing Expectations

TRB confirms that staff proposed in this response will be available to provide the requested services. Additional staffing information and resumes will be provided as needed and/or as part of a project bid by submitting the information to the Community Development Department.

Level of Effort Statement

To confirm, TRB is prepared to provide all requested services on short notice (48-hours or less). Fixed Fee and Hourly Rates, and Reimbursables by scope of work and personnel classification are provided in the accompanying **Pricing Proposal** Section of our proposal.

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Plan Review Scope & Approach [Option]

TRB is prepared to provide as-needed plan review services for residential, multi-family residential, commercial, and industrial projects encompassing building code, electrical, plumbing, mechanical, fire protection, energy, accessibility, and green building standards; as well as grading, drainage, floodplain, wildland urban interface fire severity zone, MWELO, CFM, stormwater, grading, hazardous materials, and State housing law Title-25 factory-built structure considerations, as applicable.

Our reviews consider all relevant project documentation including plans, specifications, calculations, and other related correspondence to verify conformance to adopted local codes, ordinances, regulations, and standards, and the current editions of the following California Building Standards Codes:

- California Building Code
- California Residential Code
- California Electrical Code
- California Plumbing Code
- California Mechanical Code
- California Fire Code
- California Energy Code
- California Green Building Standards Code

Alternate Material and Methods

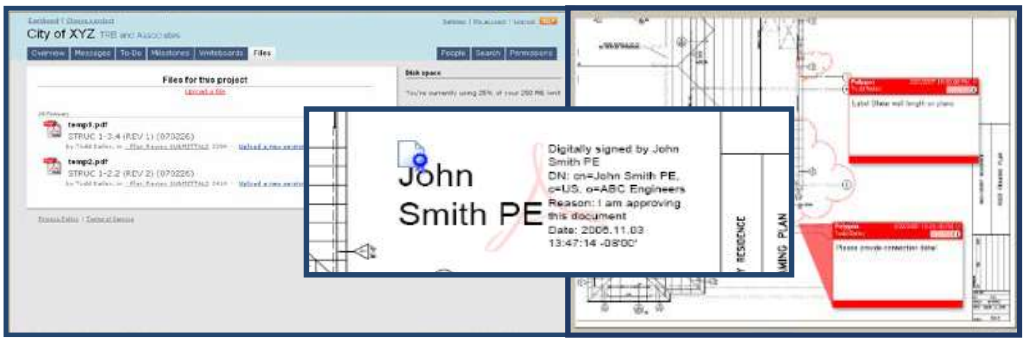
TRB recognizes that there are alternate materials and methods of construction that can be used to satisfy and comply with the provisions of the code. Our experience with the use of alternate materials, alternate design and methods of construction enhances our ability to solve specific issues that arise in design and construction.

Electronic Plan Review

To confirm, TRB is prepared to track and communicate all plan review comments and approvals through the City-designated electronic system, or any future or anticipated electronic review platform. The staff of TRB has been leaders in the field of digital plan review and workflow management; as such, we have the experience and know-how to efficiently manage the review of electronic documents.

Online Plan Check Status and Records

As highlighted earlier, to facilitate access to plan review findings and status information, TRB is prepared to initiate its Project Website, ***Plan Track Plus®*** for use on this assignment. With our project website, all correspondence issued by our team can be posted and maintained for access by City and designated project stakeholder staff. Our postings can include plan review findings (i.e. approval/comment letters), plan review submittal status information, meeting notes, etc.; all of which may be updated on a daily basis. In addition, if so desired by the City, we can also accommodate incoming electronic document postings (i.e. electronic plans, calculations, RFI's, etc.).



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Plan Review Process

The following process represents an example plan review workflow. Please note that the plan review workflow utilized for the City will align with the City's specific workflow requirements and needs.

Step 1 - Preliminary Discussions:

Prior to beginning our initial plan review project, we are prepared to conduct a meeting or conference call with the City to discuss local code policies, documentation procedures, plan processing protocols, plan review checklist items, and scheduling.

Step 2 - Initial Review:

Upon receipt of a complete set of plan documents, we will perform our plan review in the agreed-upon timeframe, checking for compliance with all applicable code standards. All corrections are identified based on compliance with specified codes and regulations and worded so the designer will know what needs attention and how to respond to the issue stated. To confirm, we will adhere to the City's Plan Review Turnaround timeframes.

In general, plan review turnaround timeframe is ten (10) business days for initial reviews and five (5) business days for rechecks and revisions. Timeframes for large-size projects will be confirmed with City staff prior to proceeding with the review.

Step 3 - Transmittal of Plans and Comment Lists for Plan Review:

At the heart of our approach in delivering our services to you, is the recognition that there must be a coordinated effort to track and coordinate all submittals and requests received. To ensure that submittals are properly coordinated and tracked, TRB and Associates have established an internal plan review coordination process to ensure that each plan received for review is properly handled, processed, and returned on time. Our plan tracking procedures are computerized to track each submittal through the review process and maintain accurate and comprehensive records for each submittal. Upon completion of our review, any comments generated are consolidated into a correction letter in the City's preferred format which is remitted to the City for its reference.

Step 4 - Rechecks:

Upon receipt of the resubmittal package from the applicant, once we have verified that the resubmittal package is complete, we perform a recheck in the agreed-upon timeframe. This process is repeated until the project plan documents are ready to be recommended for approval.

Step 5 - Plan Approval:

When all review comments are satisfied, we will forward all relevant correspondence bearing our company's "Reviewed for Code Compliance" stamp (including plans, calculations, and specifications), along with a transmittal letter indicating our recommendation for project approval, and the project file to the City for processing.

Shipping and Delivery of Plans

TRB provides pre-printed overnight shipping labels and/or pickup services to facilitate the transport of any hardcopy plan submittals to our office. Please note that the pickup, shipment and delivery of plan documents and other relevant correspondence to the City are provided at no additional cost.

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References

TRB understands the importance of maintaining a high level of quality and customer service when supporting the City of Benicia with plan review, building inspection, permitting and other Building Safety and Public Works support activities. We encourage you to contact the following references to provide testimony of our performance of work. Please note that additional references are available upon request.

Please also note that additional References and highlighted **Project Experience** in the areas of service requested is included in **Section 11** of our proposal.

City of Concord

Contact: Ryan Pursley, PE | Chief Building Official
1950 Parkside Drive, Concord, CA 94519
Email: ryan.pursley@ci.concord.ca.us
Phone: (925) 671-3119
Contract dates of service: 2008 – present [17 years]
Services Provided: Onsite Building Official, Plan Review, Permit Technician, and Building & Multifamily Inspections

City of Los Altos

Contact: Veronica Tinoco, CBO | Chief Building Official
One North San Antonio Road, Los Altos, CA 94022
Email: Veronica.Tinoco@ci.los-altos.ca.us
Phone: (650) 947-2634
Dates of service: 2008 – present [17 years]
Services Provided: Plan Review, Permit Technician, and Building Inspection Support

City of San Leandro

Contact: Tom Liao | Community Development Director
835 E 14th St, San Leandro, CA 94577
Email: tliao@sanleandro.org
Phone: (510) 577-6003
Contract dates of service: 2014 – present [11 years]
Services Provided: Plan Review, Inspection, Disabled Access Field Assessments, and Related Services

City of Redwood City

Contact: Christina McTaggart, CBO | Chief Building Official | Community Development Services Manager
1017 Middlefield Road, Redwood City, CA 94063
Email: cmctaggart@redwoodcity.org
Phone: (650) 780-7228
Dates of service: 2017– present [8 years]
Services Provided: Plan Review, Building Inspection, and Permit Technician Support

City of Santa Clara

Contact: David Tran, SE | Assistant Building Official
1500 Warburton Avenue, Santa Clara, CA 95050
Email: DTran@SantaClaraCA.gov
Phone: (408) 615-2440
Contract dates of service: 2015 – present [9 years]
Services Provided: Plan Review, Permit Technician, and Building Inspection Support

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Todd Bailey, PE, LEED AP, CASp, MBA | Principal-In-Charge | Project Manager

Education

- Master of Business Administration, *Walter Haas School of Business* University of California Berkeley
- Bachelor of Science, Civil Engineering, *Cum laude* University of California Davis

Registration

- Registered Civil Engineer California (#C-56425) Hawaii (#11647)
- ICC Certified Building Plans Examiner
- ICC Certified Commercial Building Inspector
- ICC Certified Commercial Electrical Inspector
- ICC Certified Commercial Plumbing Inspector
- ICC Certified Commercial Mechanical Inspector
- LEED Accredited Professional
- Certified Accessibility Specialist (CASp-229)
- SAP Certified

Professional Affiliations

- ICC East Bay Chapter Past President
- International Code Council

Other

Delegate Chief Building Official for the California Energy Commission – Power Plant Facilities

Todd Bailey is a registered professional engineer with nearly thirty years of experience in the Architecture / Engineering / Construction industry encompassing building code interpretation, plan review, project management, engineering design, permit center administration, and litigation support. He has extensive experience working with architects, engineers, contractors, building departments and other regulatory authorities to ensure compliance to adopted Building Code Standards and local ordinances.

Todd has provided Building Safety services to over 100 jurisdictions as a consultant and spent three years with the City of Concord performing architectural, structural, energy conservation and disabled access plan reviews for residential, commercial, and industrial structures. Todd is also approved as a Delegate Chief Building Official for the California Energy Commission responsible for verifying new power project conformance to engineering construction codes on behalf of the Commission.

Select Project Experience

Building Safety Plan Review

- RELATED Santa Clara, $9 billion valuation, Santa Clara, CA
- Santa Clara Square Apartments and Parking Structures, Santa Clara, CA
- UC Davis Health Aggie Square Project, Sacramento, CA
- UC Davis Health Midtown Medical Office and Clinic [OSHPD-3], Sacramento, CA
- Los Altos Gardens Project, Los Altos, CA
- UC Berkeley Helen Diller Anchor House Project, Berkeley, CA
- Packard Foundation Project, Los Altos, CA
- Sacramento Convention Center Project, Sacramento, CA
- NASA Moffett Federal Airfield, Historic Building Project, Mountain View, CA
- War Memorial Community Center, Daly City, CA
- Concrete Tilt-Up Shell Building (60,000 sf), Concord, CA
- New Medical Research Facility (44,000 sf.), Walnut Creek, CA
- Major Office Remodel (Three 40,000 s.f. buildings), Pleasant Hill, CA
- Rivertown Apartments, Petaluma, CA
- Spanos Park West Apartment Complex, Stockton, CA

Project Management / Administration

Have served as Delegate Chief Building Official / Engineering Manager for the California Energy Commission on thirteen natural gas fired power projects and one wind power generation facility in California having a combined valuation of over $3 billion. Responsible for oversight of plan review tasks and coordination of submittals numbering up into the thousands on these design-build projects.

- Valero Petroleum Refinery Capital Improvements, Benicia, CA
- Russell City Energy Center Project (600 MW), Hayward, CA
- Mountain View Power Project (1,056 MW), Redlands, CA
- Palomar Energy Center Project (546 MW), Escondido, CA

Work Experience

TRB + Associates Inc., Principal & Founder, 2006 – Present
Bureau Veritas, Building & Facilities Code Compliance Services, 2001 - 2006
Deloitte & Touche LLP, Construction Consulting Services, 1999 - 2001
City of Concord, California – Permit Center, 1996 - 1999
Luhdorff & Scalmanini Consulting Engineers, 1993 - 1996
Tosco Refining Company, 1991 & 1992

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Dominic Ma, SE, PE, MPA | Quality Control Principal

Education

Master of Science Structural Engineering UCLA, Los Angeles, CA

Master of Public Administration, California State University, East Bay Hayward, CA

B.S. Civil Engineering University of California, Berkeley, CA

Registration

Registered Structural Engineer California (#1920)

Registered Civil Engineer California (#20018)

Certified Energy Plans Examiner Residential (#R05-94-5121) - Inactive

Certified Energy Plans Examiner Non-Residential (#NR05-94-5576) - Inactive

Dominic has more than 30 years of experience in reviewing building plans and specifications submitted for building permit applications to assure compliance with adopted building codes and reference standards. Dominic's experience includes working for more than 27 years as a plan check engineer for the City of San Leandro and 6 years as a supervising civil engineer for the City of Oakland, where he led the City's plan review division.

Dominic has considerable knowledge of civil engineering and structural engineering principles and practices, California Building Code and Title 24 provisions. His strengths include having the ability to review, analyze and evaluate plans, specifications, engineering reports and calculations; possessing knowledge to identify code deficiencies; and evaluating alternate methods and materials of construction. Dominic is adept at reviewing plans for adherence to the California Building Code, ASCE 7, and when applicable FEMA, ASCE 41, NEHRP provisions.

Select Project Experience

Building Safety Plan Review

Plan Review projects supervised in the City of Oakland

- 2121 Harrison Street. The Cathedral of Christ the Light (also called the Oakland Cathedral). A new modern Roman Catholic Cathedral with glass walls 120 ft. high. The $190 million, 224,000 square feet structure sits on 36 innovative "friction pendulum double-concave bearing isolators," consisting of two facing concave surfaces.
- 2100 Franklin Street. The $45 million, 245,000 s.f. project is 9 stories high and built with steel frames. To compensate for its slightly smaller than code required width, the interior atrium is equipped with smoke control system to provide fire protection for its occupants. Evaluated the alternate materials methods request associated with this design element.
- 100 Grand Avenue. 22 Story Condominium Building budgeted at $150 million.
- Oakland Airport (Expansion and interior remodeling). A $350 million Terminal Improvement Program.

Plan Review projects performed

- Bayfair Mall (Tenant improvements), San Leandro
- Century 21 Theatre, San Leandro
- San Leandro Dialysis Clinic
- San Leandro Honda
- San Leandro Hospital (New doctors' office building)
- Carlton Plaza of San Leandro (Assisted living facility)
- Costco Building Addition, City of Concord
- New Gas Compressor Building, Butte County
- AT&T Rooftop solar Panel Installation, City of San Ramon
- Tilt-up Warehouse Buildings (2), City of Sacramento
- Historic Building Seismic Retrofit, City of Benicia
- Cancer Treatment Facility, City of Pleasant Hill

Work Experience

TRB + Associates, Inc., Senior Plan Review Engineer, 2007 to present
City of Oakland, Supervising Civil Engineer (Building Division), 2000 – 2006
City of San Leandro, Plan Check Engineer, 1973 – 2000

Bing Young, Architect | Plan Review Services Manager

Education

Bachelor in Architecture,
California Polytechnic State University
San Luis Obispo, CA

Registration

Registered Architect, California

Professional Affiliations

National Council of Architectural Registration Boards Certified

ICC Member

Bing Young is a registered Architect with plan review experience on both residential and commercial projects. He provides comprehensive life safety, accessibility, energy, and mechanical/electrical/plumbing reviews on a variety of residential and commercial project types. Bing possesses over 25 years of professional experience which includes roles in production, project management, construction management, energy, and accessibility analysis.

Work Experience

Plan Review Architect, TRB + Associates, Inc. **2018 - Present**

- Review drawings and calculations for code compliance on behalf of client agencies
- Projects include residential subdivisions, custom homes, additions, remodels, new commercial buildings, and tenant improvements

Project Architect, PSM Architects, Inc. **2008 – 2018**

- Prepared and managed the development of comprehensive construction documents for new commercial buildings, tenant improvements, and additions
- Oversaw and directed production staff
- Performed quality control review of building permit submittal documents
- Facilitated client and permit processing meetings
- Collaborated with engineers, ancillary designers, and vendors
- Prepared and reviewed project specifications
- Reviewed shop drawings and submittals for compliance with specifications and design intent
- Performed accessibility evaluation of existing sites and buildings
- Prepared detailed accessibility reports for building and business owners
- Facilitated pre-construction and post-construction on-site meetings with construction project managers and general contractors
- Performed construction administration and project closeout duties

Staff Architect, Hollman Bologna Architecture & Planning, Inc. **1996 - 2008**

- Prepared schematic design and construction documents for single-family and multi-family residential remodels, additions, and new buildings
- Performed residential building reconnaissance for additions and remodel projects
- Prepared design review documents for planning approvals
- Facilitated building permit processing
- Prepared and reviewed Title 24 Energy Efficiency Compliance documents

Certified Energy Plans Examiner, BETA, Inc. **1993 - 1999**

- Reviewed and approved Title 24 Energy Efficiency Compliance documents for residential and non-residential buildings for local jurisdictions

Christopher Rose | Inspection & Field Services Manager

Certifications/Licenses

ICC Certified

- California Commercial Building Inspector
- Commercial Building Inspector
- Residential Building Inspector
- California Residential Building Inspector
- Residential Plans Examiner
- Building Inspector
- Permit Technician

Chris possesses over 20 years of experience in the building and construction inspection field for various jurisdications in Northern and Southern California. His experience includes inspecting commercial, residential, non-residential, multifamily, municipal, and public structures for quality control and safety to ensure buildings are up to code and comply with local ordinances. Chris has extensive experience working in the building and safety, engineering, fire, and planning departments for multiple jurisdictions as well as the United States Marine Corps. Chris has positive working relationships with clients, management, as well as his peers and maintains high levels of productivity, reliability with excellent work ethic to deliver high quality customer service.

Chris is ICC Certified in multiple areas including as a California Commercial and Residential Building Inspector, Permit Technician, Commercial and Residential Building Inspector, Residential Plans Examiner, and Building Inspector.

Chris is responsible for the oversight of field inspectors and other building department staff. He employs a customer service focus in carrying out his building safety inspection responsibilities.

Work Experience

Inspection Services Manager, TRB and Associates, Inc. **2022 – Present**

- Responsible for the oversight of field inspectors and other building department staff.
- Inspection on several large-scale projects
- Building Inspector for jurisdictions on an as needed basis responsible for inspecting residential, commercial, and industrial project types from start to finish.
- Communicates compliance elements with clients with solution driven resolve.
- Performs plan review of light commercial tenant improvements and remodel projects.
- Electronic and paper plan review.

Project Coordination, Plan Review, Inspection, and Construction Management Assignments

- **Apple World Headquarters project in Cupertino** – Document Control and coordination of an international design and permitting effort.
- **Marine Corp Air Ground Combat Center MWSS-374** - Re-construction of an Expeditionary Airfield, runway, and helicopter pads to include support buildings and clamshell hangers.
- **Marine Corp Air Ground Combat Center MWSS-374** - Construction of the Tank refueling pads and fuel farm.
- **Southern California Logistics Airport SCLA** - Remodeling and Repurposing of the existing George Air force base in Victorville California.
- **City of Hesperia City Hall, Library and Civic Center** - New Construction of a 27 Acre Civic Center Master Plan.
- **City of Hesperia Government Center** - New Construction of the County Government Building.
- **City of Hesperia Police Department Building** - New Construction of the County Government Building.
- **City of Hesperia Ranchero Road Underpass** - The Ranchero Road Grade Separation Project.
- **City of Hesperia Ranchero Interchange (HWY 15)** - Interstate 15 Ranchero Road Interchange.
- **Sonoma County** – Wildfire Recovery Operations.
- **Jackson County Oregon** – Wildfire Recovery and Program Development.

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Chief Building Official (DCBO), Private Consultant, Various Locations 2014 - 2019

Provided Project Management, Compliance, Plan Review, Inspections, Document Control and Administration for power producing industrial infrastructure projects throughout the state for California Energy Commission. Below is a list of projects:

- **Carlsbad Energy Center Project (CECP) –** Above ground storage tank demo and decommissioning.
- **Blythe Solar Power Project Units 1 & 2 (BSPP)** – New 235 MW photovoltaic facility.
- **Pio Pico Energy Center (PPEC)** – Three Units, 300 MW gas fired turbine simple cycle facility.
- **Carlsbad Energy Center Project (CECP**) – Five Units, 632 MW gas fired turbine simple cycle facility.
- **Orange Grove Energy Center (OGEC)** – Two Units, reliability and AGP upgrade project.
- **Geysers Unit 16 (Quicksilver)** – Tower wet down system and diesel fire pump project.
- **Geysers Unit 18 (Socrates)** – Tower wet down system and diesel fire pump project.
- **Geysers Unit 20 (Grant)** – Tower wet down system and diesel fire pump project.
- **Geysers Unit 17 (Sonoma)** – Low pressure steam bypass project.
- **Geysers Unit 02 (NCPA)** – Mixing tower project.
- **Roseville Energy Park (REP)** – Catwalk extension project.
- **Colusa Generating Station (CGS)** – Rotating intake screen project.
- **Los Medanos Energy Center (LMEC)** – Cooling tower chemical tanks project.
- **Colusa Generating Station (CGS)** – Stairway to condensate pumps project.
- **Calpine Otay Mesa (OMEC)** – Low pressure steam bypass project.
- **Colusa Generation Station (CGS)** – New circulation system and raw water pumps project.
- **Cosumnes Power Plant (SMUD)** – Unit 3 AGP upgrade project.
- **Ivanpah Solar (ISEGS)** – Ammonia tank replacement project.
- **Colusa Generating Station (CGS)** – Bearing enclosure fire sprinkler project.
- **Humboldt Bay Generating Station (HBGS)** - New guard shack project.
- **Cosumnes Power Plant (SMUD)** – Unit 2 AGP upgrade and filter press project.
- **Abengoa Mojave Solar (AMS)** – Fire suppression line repair project for Alpha and Beta blocks.
- **Gilroy Energy Center (GEC)** – Gas line repair and replacement project.

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Paul Armstrong, PE, CBO | Technical Director & Instructor

Education

B.S. Civil Engineering California State University, Long Beach

Advanced Study, Fire Protection Engineering, Cal-Poly San Luis Obispo

Registration | Certification

Registered Professional Engineer, CA (#45464)

ICC Certified Building Official

Awards

CALBO Instructor of the Year, 2010

CALBO Course Developer Merit Award, 2014

Committees

International Association of Building Officials Board, 2018

ICC Code Correlation Committee, 2018

Orange Empire Chapter of ICC, Vice President

ICC Residential Energy Code Development Committee, Chair 2013

ICC Building Official Membership Council, Governing Committee, 2011

CALBO State Code Committee, 2011, 2012(Chair), and 2013

CALBO Building/Fire Advisory Committee, 2011

LA Basin Chapter and Orange Empire Chapter Code Committee, Chair 2011, 2012 (Chair) and 2013 (Chair)

Secretariat to the International Residential Code for One- and Two-Family Dwellings (1997-2000)

(Ctd. on next page)

Paul Armstrong is a Registered Professional Engineer with over 30 years of engineering experience. His vast experience in all manner of construction, be it industrial, commercial, and residential project types, provides our clients with a strong skill set and wealth of industry knowledge. In addition to Paul's engineering experience, he is also a Certified Building Official, serving in this capacity at the City of El Monte, as well as Laguna Hills, Signal Hill, and Palos Verdes.

A noted author and lecturer in the building life safety industry, Mr. Armstrong has earned many awards, including CALBO Instructor of the Year.

Select Project Experience

- **Apple Campus Theater, Cupertino, CA** – The plan review of the Apple Campus' Theater where new products would be announced and corporate meetings held. Mostly subterranean structure that has a glass entry lobby supporting a carbon fiber roof (disk).
- **ARTIC (Anaheim Regional Transportation Intermodal Center), Anaheim, CA** – Plan review of the fire and life safety regulations for this new transportation center. The building is a steel tube framework with a 2-story administration area with a mezzanine inside. This review included a pedestrian bridge leading to the train platforms.
- **Anaheim Convention Center Expansion, Anaheim, CA** – A very large expansion of the convention center meeting space with an associated parking garage addition.
- **Disneyland Star Wars Expansion, Anaheim, CA** – A very visible area of the Disney resort that is about to open this year.
- **Rams/Chargers NFL Stadium, Inglewood, CA** – The plan review of the newest NFL Stadium project in So CA. The stadium itself is covered by a large steel tube framed roof structure that is not connected to the stadium.
- **Rio Tinto Soccer Stadium**, **Sandy City, Utah** – The plan review of the Salt Lake area's professional soccer stadium. It included a roof canopy structure with a wave feature in the leading edge.
- **Building Official Roles:**
  - Palos Verdes Estates
  - Laguna Hills
  - Whittier (interim position)
  - Signal Hill
  - El Monte

Regional Director, Building & Safety Services, TRB + Associates **2019 – Present**
Responsible for new business development for building life safety services for various jurisdictions throughout California. Provide client relations and code assistance. Perform training lectures on building and residential codes. Participate on various local, state-wide and national committees. Building Official of the City of Signal Hill.

Group Leader, Building and Safety Services, Industry Consultant **2017 – 2019**
Responsible for the development of new business for inspection services and plan review services for various jurisdictions across the United States. Provide client care and assistance on code related issues. Give training lectures on the building and residential codes. Participate on various local, state-wide, and national committees. Building Official of the City of Palos Verdes Estates and Laguna Hills.

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Committees (Ctd.)

Author, 2013 and 2016 Significant Changes to the CBC and CRC

UL Fuel Gas Products Council (2002)

BCMC (BDMC) staff liaison (1993-2002)

Co-secretariat to the ICC Performance Based Building Code

Secretariat to the International Zoning Code (1996-2000)

Secretariat to the General Design, Administrative, Lateral Design, Fire and Life Safety and Fire Risk Code Committees of ICBO (1992-1996)

Staff secretariat responsible for the rewrite of the Means of Egress Chapter in the 1994 UBC

NIBS HHS Code Comparison Committee (1994)

FEMA Building Performance Review Team member (1993)

NIBS Flood Standards Comparison Committee (1992)

Coordinator, Pacific Rim Conference on Performance Based Codes

Various ASCE standards committees

SEAOC Code Committee liaison

ASME A17.1 Code Coordinating Committee

ANSI Construction Standards Board

Vice President, Various Industry Consultant Firms **2005 – 2017**
Responsible for the development of new business for inspection services and plan review services for various jurisdictions across the United States. Provide client care and assistance on code related issues. Give training lectures on the building and residential codes. Participate on various local, state-wide and national committees. Participate on various local, state-wide and national committees. Promotion and sales of the Firms' in-house electronic plan review system. Building Official of the City of Signal Hill. Contract Plan Review Engineer for the City of Anaheim

Chief Building Official, City of El Monte, Industry Consultant **2011 – 2012**
Responsible for the City of El Monte Building Division. Review plans for the City and issues permits. Conduct investigations of non-complying facilities frequently in conjunction with the Planning Division, Code Enforcement Division and LA County Fire Department. Develop presentations for City Council on adoption of new codes, etc.

Vice President, ICC **1991 – 2005**
Led the ICC Architectural and Engineering Services Department, responsible for technical opinions, plan review and the administration of technical contracts during the consolidation into the International Code Council. Managed ICBO Technical Services Department which was responsible for the maintenance of the code development process, plan review service and code opinion service for both external and internal customers. Represented the Council to many national, state and local organizations. Responsible for the technical image of the conference. Provided technical assistance on code related issues to both jurisdictional and professional members and non-members. Provided research on many code-related issues. Secretariat to most ICBO code development committees and the initial drafting secretariat to the ICC International Residential Code.

City of Los Angeles, Dept. of Building and Safety **1988 – 1991**
Structural Engineering Associate
Responsible for the structural, architectural and zoning review of proposed projects in the city. Chief of Coordinating Division and Preservation Coordinator. Evaluation of building products for LA code compliance.

Teaching Experience

International Code Council (ICC)
Lecturer –Non-structural Fundamentals of the 2009 IBC (domestically and internationally)
Lecturer – Non-structural Fundamentals of the 2012 IBC
Lecturer – ICC Code Development Process

California Building Officials
Lecturer- Significant Changes to the 2013 CBC and CRC for CALBO, and ICC
Lecturer – 2016 Introduction to the CBC Means of Egress
Lecturer - Updates to the 2010, 2013 and 2016 California Residential Code
Lecturer – Updates to the 2010, 2013, and 2016 California Building Code
Advanced Building Code Enterprises - Developed and presented coursework
Lecturer – Accessibility topics
Lecturer – Updates to the 2006 International Residential Code and 2007 California Building Code

Publications and Papers
ICC Significant Changes to the 2019 CBC/Significant Changes to the 2019 CRC
ICC Significant Changes to the 2016 CBC/Significant Changes to the 2016 CRC
ICC Significant Changes to the 2013 CBC/Significant Changes to the 2013 CRC
ICC Dwelling Construction under the 2007 CBC - Technical Editor
1997 Uniform Codes and UBC Handbook - Staff Technical Editor

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Karin Kuffel, SE, PE | Senior Plan Review Engineer

Education

Bachelor of Science
Civil Engineering
Purdue University; West Lafayette, Indiana

Masters of Business Administration
Saint Mary's College of California; Moraga, California

Registration

Registered Structural Engineer
California

Karin has over 30 years of structural engineering experience. Ms. Kuffel has vast structural design experience in both complex commercial and residential projects. She has managed many large-scale projects, including hospitals, OSHPD and the Chabot Space and Science Center. Her experience includes staff training, building design, and design review, as well as construction supervision and development of design and construction guidelines for new single-family residences.

Work Experience

Plan Review Engineer, TRB + Associates, San Ramon, CA **2016 - Present**

Provide structural plan check reviews of large commercial and institutional structures for multiple Bay Area building departments.

Build Change; Philippines **2014 - 2016**

Lead Engineer - Philippines. Responsible for all technical work and staff of Denver-based engineering non-profit's programs and operations throughout the Philippines, including management of Filipino engineering/technical staff comprised of engineers and builder trainers. Supervised training of local staff, building design, design review, construction supervision, and development of design and construction guidelines and recommendations for single-family homes and schools based on the National Structural Code of the Philippines.

Crosby Group; San Mateo, CA **2011 - 2014**

Senior Structural Engineer/Project Manager. Project management on multiple design-build projects, working with design team and contractor on fast-track work both in- and out-of-state. Responsible for managing project team from design through construction, developing and tracking fees, deadlines, and deliverables.

Independent Consultant **2009 - 2011**

Structural engineering consultant in San Francisco Bay Area. Consultant for small commercial and residential work. Extended contract work for Rutherford & Chekene included multiple hospital projects covering new hospital facility design, OSPHD plan-check work, and construction administration assistance.

Biggs Cardosa Associates, Inc., SF, CA **2006 - 2009**

Senior Engineer. Project management with responsibility for developing work, managing project production work, and overseeing construction administration. Representative projects include oversight for design of 8-story residential and parking structure for Santana Row Parcel 8b (San Jose, California) and the Lowe's parking structure in San Francisco.

KPFF Consulting Engineers; SF, CA **2004 - 2006**

Project Manager. Responsible for developing work and fee proposals, managing project engineering, drafting work, and overseeing construction administration. Project management included design of 5-story addition to Kaiser Santa Rosa Hospital, construction administration for 7-story addition to Modesto Memorial Hospital, and design and construction of low-income housing for South County Housing.

Thomas Hemenway, SE, PE | Senior Plan Review Engineer

Education

B.S. Civil Engineering Technology, Structural Emphasis
Metropolitan State College, Denver

Registration

Registered Structural Engineer California (#5348)

Registered Civil Engineer California (#52357)

Professional Affiliations

SEAONC Member

Tom Hemenway is a Registered Structural Engineer with over 30 years of engineering experience. Tom's experience includes providing structural, civil, and architectural design and quality control on a variety of industrial, commercial, and residential project types including multifamily podium projects, utility-scale power plant facilities, and retail buildings. He has served in design and analysis capacities for several seismic strengthening projects involving timber, steel, concrete, and masonry buildings in the greater San Francisco Bay area. His technical skills include 3D modeling and dynamic analysis for large foundations and structures.

Select Project Experience

- Lead Civil/Structural Engineer on multiple projects including the following:
  - NUMMI, Stamping Plant and Plastics Plant Expansion, Fremont
  - Vandenberg AFB housing development phases III and IV
  - 140 Geary Street seismic retrofit, San Francisco, CA
  - Amgen, Process Lab Building 99, Thousand Oaks, CA.
  - Huntington Hotel, San Francisco, CA
  - Wells Fargo Bank, Fremont Data Center, Fremont, CA.
- Responsible for Civil, Structural, and Architectural designs for industrial projects domestic and international.
- Responsible for structural analysis and design of seismic strengthening to existing timber, steel, concrete, and masonry buildings in the greater San Francisco bay area.
- Responsible for 3D model constructability review for a new GE 7FA natural gas-fired and GE A10 steam turbine, 1x1 combined cycle electric power generating facility.
- Responsible for ensuring quality of Civil, Structural, and Architectural construction activities for 600-megawatt natural gas-fired, combined cycle electric power generating facility.
- Performed dynamic structural analysis and concrete design for new steam turbine foundation.
- Designed concrete and steel structures for Kennecott Copper Smelter Modernization Project, Salt Lake City, UT using STAAD III and Microstation for PC computer.
- Designed steel pile and conventional concrete pad foundations for overland conveyor at Falkirk Mine in Underwood, North Dakota.

Work Experience

TRB + Associates, Inc., Senior Plan Review Engineer, 2016 - Present
Owner, TjHemenway Design Consultant, 2014 to 2016
Construction and Engineering Interface Manager, Kvaerner North American Construction Inc. and Parson Brinkerhoff JV, 2013
Owners Representative, Calpine, Russell City Energy Center, 2011 – 2012
Lead Structural Engineer, Aker Kvaerner, 2002 – 2003
Resident Engineer, Kvaerner, 2000 – 2002
Civil/Structural Discipline Manager, Kvaerner Metals, 1998 – 2000
Senior Structural Engineer, Kvaerner Metals, 1997
Civil/Structural Lead Engineer, The Bentley Company, 1995 – 1996
Others, 1981 – 1994

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William Vaughn, SE, PE | Senior Plan Review Engineer

Education

Bachelor of Science, Structural Engineering, Masters-level Course Work in Structural Engineering, Portland State University, Portland, Oregon

Bachelor of Arts, Economics, Course Work in Business Administration and Industrial Engineering, State University of New York, Buffalo, New York

Registration

Registered Structural Engineer, California

Registered Civil Engineer California

Professional Affiliations

Structural Engineers Association of Northern California (SEAONC)

Structural Engineers Association of California (SEAOC)

International Code Council (ICC)

East Bay Chapter of ICC

William Vaughn is a Registered Structural and Civil Engineer with over 35 years of experience in construction, structural engineering design, seismic investigation and structural peer and plan review. Bill has extensive knowledge in commercial and residential buildings as well as industrial facilities using steel, concrete, masonry and timber design. He also has a wide range of construction field experience including supervision, construction methods, product development and structural inspection. Of particular note, Bill's steel design portfolio includes 2 Moment Frame patents with HSS Steel Columns and Wide Flange Beams.

Select Project Experience

- Provided structural design and peer review services for clients with residential, multi-family, and commercial buildings using timber, steel, concrete, and masonry design.
- Produced structural designs for new buildings and provided structural designs and evaluations for alterations to existing buildings.
- Designed seismic strengthening of un-reinforced masonry buildings, wood buildings, and concrete tilt-up buildings.
- Produced repair designs for earthquake damaged facilities and for other structurally damaged buildings.
- Conducted analyses of existing buildings to assess compliance with codes and drawings.
- Performed investigations of earthquake, fire, and flood distress. Prepared reports, engineering analyses, and repair recommendations.
- Provided expert witness, structural peer review and plan review services.
- Investigated structural damage and distress for litigation preparation purposes. Prepared reports, engineering analysis, and recommendations to client. Provided design preparation and construction observations for repair designs.

Structural Peer Review

- Haas School of Business, University of California, Berkeley, CA

Structural Plan Review

- Russell City Energy Center, New $800 million Power Plan Project (for California Energy Commission), Hayward, CA
- Newell Village Mixed Use Project, Walnut Creek CA
- Terraces at Los Altos Mixed Use Project (Phase 3), Los Altos, CA
- New Family Dollar Store, Sacramento, CA

Structural Design

- Chevron Willbridge Terminal Upgrade, Portland, OR
- Chevron Eureka Terminal Upgrade, Eureka, CA
- Kaiser - Lennon Lane Mechanical & Seismic Upgrade, Walnut Creek, CA

Work Experience

TRB + Associates Inc., Senior Plan Review Engineer, 2011 – Present
Vaughn Engineering, Principal Structural Engineer, 1994 - 2011
David L. Messinger & Associates, Civil & Structural Engineer, 1990 -1994
Alan R. Horeis Structural Engineers, Civil Engineer, 1987 -1990
Others, 1971 – 1987

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Mike Kaszpurenko, SE, PE | Senior Plan Review Engineer

Education

Bachelor of Science, Civil Engineering, Clarkson University, Potsdam, New York, 1976

Registration

Registered Structural Engineer, California

Registered Civil Engineer California

Professional Affiliations

Structural Engineers Association of Northern California (SEAONC)

FEMA Structural Specialist, for Urban Search and Rescue, Task Force 7, Sacramento, CA.

California Office of Emergency Services Volunteer for post-earthquake building review.

Mike Kaszpurenko is a registered Structural and Civil engineer with over 30 years of engineering experience. His experience encompasses the plan review, design, evaluation, and retrofit of various types of building and non-building structures using concrete, steel, masonry, wood, and light-gage metal.

Mike's experience includes working for a large structural steel fabricator where he was involved in detailing of shop drawings, design of connections, and on-site field review.

Select Project Experience

Industrial, Manufacturing

- Corn Products Cogeneration Facility, Stockton, CA. Plan review of boiler building and miscellaneous foundations for new facility.
- Nine Mile Point Two Nuclear Power Plant, New York. Miscellaneous connection designs.
- Oswego Power Plant, Oswego, New York. On site engineer, for fabricator of breeching, during construction of oil-fired power plant.

Commercial / Government /Civic

- 600 Sutter, San Francisco, CA. New eight story building.
- 973 Market, San Francisco. Seismic upgrade of an existing 8 story brick and concrete building.
- Saks Fifth Avenue, San Francisco, CA. Foundation shoring for a new department store.
- El Camino Real Hotel, San Mateo, CA. Preliminary design of a new three-story hotel.
- 1989 Loma Prieta Earthquake, San Francisco, CA. Damage assessment of numerous apartment buildings and other structures for the City of San Francisco.
- City Center Rotunda, Oakland, CA. Upgrade of three, eight story adjacent buildings into one multifunction facility.

Education, Assembly / Healthcare

- Windsor Middle School, Windsor, CA. New $11 million School Campus.
- Laguna Salada School District, Pacifica, CA. Survey of 12 school campuses for Pacifica School District.
- Clovis East High School, CA. Plan check review for the Office of the Office of State Architect on several buildings of a new campus.
- Kaiser Hospital Service Building, Walnut Creek, CA. New two-story support facility for a hospital.

Multi-unit Residential

- Winterland Apartments, San Francisco, CA. Engineer of record for a 304-unit apartment complex consisting of four stories of wood framing over several levels of concrete parking.
- Park Hill Terrace, San Francisco. Upgrade and extension of former 8 story hospital building into condominiums.

Work Experience

TRB + Associates, Inc. San Ramon, CA, 2009 - Present
Structural Engineers Collaborative, San Francisco, CA, 1986—Present
Culley Associates, San Francisco, CA, 1980—1986
H. J. Degenkolb & Associates, San Francisco, CA, 1978-1980
Cives Steel Corporation, Gouverneur, New York, 1976—1978

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Daniel McLaughlin, PE, CASp | Senior Plan Review Engineer

Education

Masters in Structural Engineering
Lehigh University
Bethlehem, PA

B.S Civil Engineering
Lehigh University
Bethlehem, PA

Registration

Registered Civil Engineer, California

ICC Certified Plans Examiner

DSA Certified CASp

Professional Affiliations

American Institute of Steel Construction

Dan McLaughlin is a registered Civil Engineer and ICC Certified Plans Examiner with plan review experience on numerous residential and commercial projects. He has provided structural, life safety, and mechanical/electrical/plumbing, and energy reviews on a variety of residential and commercial project types. Project types include complex single-family homes, small to mid-sized retail shell buildings, office and mercantile tenant improvements, and large mixed-use projects. Dan possesses strong structural analysis skills and has an excellent working knowledge of ADAPT, RAM, SAP2000, AutoCAD, Revit, and MathCAD structural engineering software packages.

Work Experience

Senior Plan Review Engineer, TRB + Associates, Inc. **2014 - Present**

- Dan specializes in plan review coordination with extensive experience on both complex commercial and residential projects. Dan has served in project management and reviewer roles across many large-scale projects including Phase 1 of the $9 billion RELATED Santa Clara project, and the $1.5 billion UC DAVIS HEALTH Sacramento Campus, Aggie Square project.
- Recently participated in review of 4 story 135,000 sf wood apartment building over 2 story PT parking garage
- Participated in review of a 6 story 133,000 sf steel buckling restraint braced frame office building
- Review a variety of wood, concrete, and steel building types
- Communicate with project engineers and architects on a regular basis

Engineering Assistant, Contra Costa County Sanitary District **2011 - 2014**

- Performed submittal check to ensure use of proper materials and equipment
- Created site maps to discover location of overflows in the event of clogs in the systems
- Performed sewer line inspections to ensure proper installation by contractor
- Supervised bore sight to allow continual work when lead engineer not on site

Engineering Internship, City of Pleasant Hill, Engineering Division
2007

- Performed quality control of storm drainage system project
- Supervised ADA sidewalk installation to ensure proper installation by contractor
- Developed PowerPoint Presentation of the City department functions for the City Engineer

Residential Construction, McLaughlin Construction **2011, 2013**

- Extensive knowledge in residential wood construction. Restored Victorian home including repair and seismic retrofit of foundation, re-leveled house and conducted full replacement of electrical, plumbing and sewer line. Completed unfinished basement including framing, insulation, electrical, sheetrock and finish work

Collection System Operation Laborer, Contra Costa County Sanitary District **2009, 2010**

- Performed assigned duties on the hydro, rodding, construction, and utilities location crews

Petya McInnis, PE, CASp | Senior Plan Review Engineer

Licenses and Certifications

- Professional Engineer (P.E.)
- Certified Access Specialist (CASp)
- ICC Plans Examiner
- CalOES SAP Evaluator

Education

- MS in Structural Engineering, University of California, Davis, *2009 - 2011*
- BS in Civil & Environmental Engineering (Emphasis in Structures), California State University, Sacramento, *2007 - 2008*
- MS in Structural Engineering (One semester away from completion), University of Architecture, Civil Engineering and Geodesy, Sofia, Bulgaria, *1999 – 2003*

Skills

- Collaborative Team Player
- Detail-Oriented
- Hardworking
- Enthusiastic
- Dependable
- Quick Learner
- Proficient in Current Design Standards (e.g., ASCE7, ASCE41, ACI 318, AISC, etc.)
- Software Proficiency: Experienced in 2D/3D drafting and structural analysis software (e.g., AutoCAD, LDD, Civil 3D, SAP2000, Navisworks)
- Knowledge and experience in finite element analysis tools (e.g., ABAQUS, ANSYS)

Computer Skills

- Programming & Web Design: Matlab, SQL, C++, HTML, JavaScript
- 3D Studio MAX
- SolidWorks
- Adobe Photoshop
- Illustrator
- CorelDraw
- Macromedia Shockwave Flash

Languages

- English
- Bulgarian
- Russian

Petya McInnis possesses over 22 years of experience in engineering and construction, encompassing design, plan review, and inspection for residential, commercial, and industrial projects. In her recent role as a Plan Check Engineer for the City of Fairfield, Petya oversaw a wide range of design disciplines for projects of varying sizes and types. Her expertise spanned from simple residential additions to complex commercial and industrial developments. Petya offered invaluable assistance to stakeholders, ensuring compliance with code requirements and providing technical supervision to permit technicians and inspection staff. Her proactive approach extended to assisting Building Inspectors and Officials with code research and interpretation, resulting in effective solutions for challenging construction scenarios. Petya's contributions included recommending and implementing process and policy changes to further the city's objectives. Additionally, she prepared reports and updates for the City Council, ensuring transparency and accountability in project management.

Petya also served as a client liaison for all clients in the Sacramento region and numerous clients in the Bay Area. With exceptional interpersonal skills, high productivity, and a strong work ethic, she consistently delivered top-notch customer service.

As a professional Engineer, Petya holds ICC certification as a Building Plans Examiner and is also a certified access specialist (CASp). Petya's extensive experience and expertise make her a valuable asset to any team. With well-rounded experience in the building industry, she brings a wealth of knowledge and skills to every project she undertakes.

Work Experience

Sr. Plan Review Engineer, TRB and Associates, Inc. **2024 – Present**

- Provides building plans examination for jurisdictions on an as-needed basis. Responsible for providing plan check reviews for residential and commercial structures.
- Reviews building plans and related documents for compliance with California Building Codes, agency requirements and policies. Verifies that projects have obtained all necessary approvals; maintains records and prepares final plan sets for approval.
- Performs plan review of light commercial tenant improvements and remodel projects.

Plan Review Manager, Private Consultant **2022 - 2024**

- Oversaw daily activities of all plan review staff in the Sacramento region.
- Provided technical assistance, training, and mentorship for internal and jurisdictional staff.
- Served as a client liaison for all clients in the Sacramento region and several clients in the Bay Area.
- Reviewed all design disciplines for projects of all sizes and types.
- Specialized in reviewing large commercial projects such as mixed-use multi-family, high-rise, and podium construction.
- Prepared proposals and time estimates

Senior Plan Check Engineer, Private Consultant **2021 - 2022**

- Responsible for reviewing all design disciplines for projects of various sizes and types across multiple Cities and Counties in California, Oregon, Washington, and Massachusetts.
- Specialized in reviewing large commercial projects including mixed-use multi-family, high-rise, podium construction, shopping centers, restaurants, warehouses, big-box stores, tenant improvements, etc.
- Led "page-turning" pre-submittal sessions aimed at identifying and resolving code compliance issues before submission.
- Managed the Stanford University SLAC plan review contract.
- Provided training and performed quality control for plan review staff.
- Prepared proposals and time estimates.

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Plan Check Engineer, City of Fairfield, Fairfield, CA **2014 - 2021**

- Responsible for reviewing all design disciplines for projects of various sizes and types in the City of Fairfield.
- Reviewed projects ranging from simple residential additions, alterations, ADUs, and garage conversions to complex commercial and industrial TIs and new developments.
- Assisted designers, contractors, developers, business owners, homeowners, and City staff in applying, understanding, and interpreting applicable code requirements for each project, providing guidance for potential code-compliant solutions.
- Provided technical supervision to permit technicians and inspection staff.
- Assisted Building Inspectors and Building Official with code research and interpretation on difficult or unusual construction situations.
- Recommended and created process and policy changes.
- Prepared reports and City Council updates.

Senior Structural Engineer, AIR Worldwide, San Francisco, CA **2011 - 2014**

- Served as a Senior Engineer in the Catastrophe Risk Engineering Group.
- Evaluated code compliance of proposed and existing facilities across different countries/regions worldwide.
- Reviewed structural drawings and calculations to identify potential design deficiencies.
- Developed reliable quantitative measures of site-specific natural disaster risk (e.g., seismic, wind, flood, tsunami).
- Created 3D structural models for performance-based evaluations.
- Conducted site inspections and prepared proposals, progress reports, final project reports, and presentations.
- Collaborated closely with national and international government agencies and organizations on disaster risk reduction, mitigation, and response strategies.
- Notable projects included:
  - Seismic Risk Assessment of the Solar Millennium Project at Blythe, CA
  - Hurricane Risk Assessment of Walt Disney World, Orlando, FL (Phase I, IIA, and IIB)
  - Seismic and Wind Risk Assessment of KAUST, Saudi Arabia
  - Real-time Seismic Damage Assessment for the California Earthquake Authority
  - Real-time Hurricane Risk Assessment for DOW Chemical, Freeport, TX
  - Various international multi-phase disaster risk assessment projects in collaboration with the World Bank and the Asian Development Bank.

Design Engineer, Mark Thomas & Company, Sacramento, CA **2008 –2011**

- Worked as a Design Engineer on multiple municipal transportation engineering projects, including highway interchange and bridge projects, local roadway improvements, and streetscape enhancements.
- Prepared infrastructure analyses to support the implementation of planning frameworks and design concepts for each project.
- Led the planning, geometric design, and coordination for the Sacramento City College Bicycle/Pedestrian Overcrossing Project.
- Provided construction support for the 4-mile Folsom Blvd Enhancements Project in Rancho Cordova and the historic preservation R Street Reconstruction Project in Sacramento.
- Prepared various technical reports, construction details, utility mapping and coordination, grading plans, access compliance, quantity take-offs and estimates, drainage pattern analyses, and storm drain design.
- Other projects included: I-5 / Cosumnes River Blvd Interchange PS&E, Watt Ave / HWY 50 Project, Sacramento Regional Transit SSCP2, Stockton Transportation Impact Fee Study, R Street Market Plaza, and Ramona Ave Extension.

Project Engineer / Project Manager, KHS&S Contractors, Concord, CA **2005 – 2007**

Sr. Production Operator, FedEx Kinko's SF East Bay CPC, Pleasanton, CA **2004 – 2005**

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Jim Begley, FPE, CFM, LEED AP | Fire Protection Engineer

Education

Worcester Polytechnic Institute
M.S. in Fire Protection Engineering - 2006

University of Maryland at College Park
B.S. in Fire Protection Engineering - 1996

Registration | Certifications

Licensed Fire Protection Engineer:
California, Nevada, Arizona, 15 additional states

LEED Accredited Professional

ICC Certified Fire Marshal

ICC Certified Fire Plans Examiner

ICC Certified Fire Inspector

Professional Affiliations:

National Fire Protection Association (NFPA)

Society of Fire Protection Engineers (SFPE)
Member grade

SPFE
Member of International Board of Directors

Jim Begley has 20 years of experience and began his engineering career in 1993 at Lockheed Martin Energy Systems in Oak Ridge, TN. After relocating to Las Vegas in 2002, Jim was responsible for hospitality projects such as Caesars Palace, Hard Rock Hotel, the Palms Casino, Bally's and Paris Hotel Resort while managing the Las Vegas office of Schirmer Engineering Corporation. In May 2005 Jim joined JBA Consulting Engineers as the Director of Fire Protection Engineering and became Director of Domestic Business Development in 2008 prior to establishing his own firm in 2010.

Jim is a registered Fire Protection Engineer in 18 states. While at the University of Maryland, Jim was awarded membership to the Salamander honorary fire protection engineering fraternity. Jim is a past President of the Southern Nevada chapter of the Society of Fire Protection Engineers (SFPE) and currently sits on the SFPE Board of Directors on an international level.

Select Project Experience

SHRA 12-Story Building Remodel, Sacramento, CA
Russell City Energy Center Project, Hayward, CA
Lodi Energy Center Project, Lodi, CA
River Rock Casino, Healdsburg, CA
Aliante Station Hotel and Casino, Las Vegas, NV
Barona Resort & Casino, Lakeside, CA
Caesars Palace Hotel and Casino, Las Vegas, NV
Diamond Jo Casino, Northwood, IA
Diamond Jo Casino Dubuque, Dubuque, IA
Durango Station Hotel and Casino, Las Vegas, NV
Encore at Wynn Las Vegas, Las Vegas, NV
Golden Nugget Hotel & Casino, Las Vegas, NV
Legends Casino, Yakima, WA
Little Six Casino, Prior Lake, MN
Mystic Lake Casino, Prior Lake, MN
Palms Casino Resort Phase II, Las Vegas, NV
Palms Casino Resort Concert Venue, Las Vegas, NV
Snoqualmie Casino, Snoqualmie, WA
Tropicana Mega Resort, Las Vegas, NV
Wynn Las Vegas, Las Vegas, NV

Work Experience

TERPconsulting, 2010 – Present
jba consulting engineers, 2005 – 2010
Schirmer Engineering Corporation, 2001 – 2005
Fire Protection unlimited, 1999 – 2001
Performance Design Technologies, 1997 – 1998
Nexus Technical Services Corporation, 1996 – 1997
Lockheed Martin Energy Systems, 1993 – 1996

Bryan Douglass, FPE | Fire Protection Engineer

Education

Worcester Polytechnic Institute
M.S. in Fire Protection Engineering - 2007

Worcester Polytechnic Institute
B.S. in Fire Protection Engineering - 2006

Registration

Licensed Fire Protection Engineer:
California, Kansas, Louisiana, Nevada, Oregon

Professional Affiliations

Society of Fire Protection Engineers (SFPE)
Member grade, Southern Nevada Chapter – President

Bryan Douglass has over 10 years of experience and began his engineering career in 2006 as a Graduate Intern at Rolf Jensen & Associates, Inc. In January 2008, Mr. Douglass joined JBA Consulting Engineers as a Consultant, providing code consulting and conceptual design of fire protection systems for various gaming, hospitality, and commercial projects. He was eventually promoted to Senior Fire Protection Engineer and was responsible for the management of projects such as SLS Las Vegas, Marriot Grand Chateau Phase 3 Tower, and Michael Jackson Cirque Show. He also served as an MQAA special inspector for projects such as, Sam's Town, Encore at Wynn Las Vegas, and Bluegreen Timeshare.

Mr. Douglass is a registered professional Fire Protection engineer in 5 states. He is past President of the Southern Nevada Chapter of the Society of Fire Protection Engineers.

Bryan holds an M.S. degree in Fire Protection Engineering from Worcester Polytechnic Institute, MA and a B.S. degree in Mechanical Engineering from Worcester Polytechnic Institute, MA.

Select Project Experience

- Clark County Water Reclamation, Las Vegas, NV The D Casino, Las Vegas, NV
- Eclipse Movie Theater, Las Vegas, NV
- Encore at Wynn, Las Vegas, NV.
- Fashion Show Mall, Las Vegas, NV
- Henderson Vitamin Manufacturing Facility, Henderson, NV
- Horizon Hospital, Las Vegas, NV
- Isleta Casino & Resort, Albuquerque, NM
- Las Vegas Convention Center, Las Vegas, NV Le Maitre Fireworks, North Las Vegas, NV Luxor Hotel & Casino, Las Vegas, NV Mandalay Bay Resort, Las Vegas, NV
- Marriott Grand Chateau, Las Vegas, NV
- Metro Hangar, North Las Vegas, NV
- Paris Las Vegas - Master Egress, Las Vegas, NV Planet Hollywood Axis Theater, Las Vegas, NV Rebel Oil, North Las Vegas, NV
- Sam's Town, Las Vegas, NV
- SLS Las Vegas, Las Vegas, NV
- Southern Hospital, Las Vegas, NV
- Tortoise Rock Casino, Twentynine Palms, CA Treasure Island Retail Expansion, Las Vegas, NV Tropicana Resort, Las Vegas, NV
- Ulupono LPG, Hawaii
- UNLV, Las Vegas, NV

Work Experience

TERPconsulting, 2012 – Present
jba consulting engineers, 2008 – 2012
Rolf Jensen & Associates, 2006

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Jay Griffin, CASp | Senior Plans Examiner

Licenses and Certifications

- Certified Access Specialist #788

Education

High School Diploma

Skills

- Communication, both written and verbal
- Critical thinking
- Technical plan review
- Creative solutions to complex problems

Jay Griffin possesses over 40 years of experience in the building industry including 20 years as a Supervising Building Inspector. He has extensive knowledge in the areas of building life safety, accessibility, plumbing, and mechanical disciplines, as well as a strong background in plan review. Jay's expertise spans across a wide range of complex projects, including commercial and residential buildings. Throughout his career, he has gained hands-on experience working in various roles, such as carpenter, lead carpenter, job foreman, superintendent, building contractor, and building inspector.

As a collaborative leader, Mr. Griffin recently provided exceptional leadership skills as the Supervising Building Inspector for the City of Sacramento Building Division. He also taught life safety and disabled access classes to city staff and provided guidance and support to plan review and inspection staff. With his expertise in resolving code-related issues and ensuring compliance with regulations, Jay maintains high levels of productivity, reliability, and customer service. He is also a certified California Access Specialist (CASp) and is passionate about continuing a career in the building life safety field.

Work Experience

Sr. Plans Examiner, TRB and Associates, Inc. **2023 – Present**

- Provides building plans examination for jurisdictions on an as-needed basis. Responsible for providing plan check reviews for residential and commercial structures. Review scope includes both structural and non-structural disciplines.
- Reviews building plans and related documents for compliance with California Building Codes, agency requirements and policies. Verifies that projects have obtained all necessary approvals; maintains records and prepares final plan sets for approval.
- Performs plan review of light commercial tenant improvements and remodel projects.

Supervising Building Inspector, City of Sacramento, Sacramento, CA **2004 – 2023**

- Reviewed incoming workload for completeness and complexity and assigned tasks to staff members as needed.
- Taught ongoing life safety and disabled access classes to city staff, ensuring that they were up-to-date on the latest regulations and requirements.
- Served as a subject matter expert on life safety and disabled access provisions of the California Building Code, providing guidance and support to city plan review and inspection staff. Resolved code-related issues as they arose, using deep knowledge and expertise to ensure compliance.
- Reviewed project plans for compliance with applicable requirements of the California Building Code for life safety and disabled access. Worked on a wide range of projects, from simple tenant improvements to high-rise buildings, complex additions to historic structures, and the Golden 1 Arena. Conducted thorough reviews and provided detailed feedback to ensure that all aspects of the code were met.
- Evaluated AMMR (Alternative Materials and Methods of Construction) requests for equivalence with prescriptive code.

Jeff Brooks, CASp | Senior Plans Examiner

Licenses and Certifications

- Certified Access Specialist
- ICC CA Commercial Pluming Inspector
- ICC CA Commercial Mechanical Inspector

Education

Cosumnes River College
Building/Home/Construction Inspection/Inspector

Honors/Awards

- Building Official Leadership Academy – CALBO
  Building Official Leadership Academy (BOLA) Award for completing the CALBO BOLA program for2017-2018.

Skills

- Municipalities
- Construction
- Code Enforcement
- Life Safety
- Building Codes
- Plan Review
- Building Inspections
- NFPA
- Interpersonal Skills

Jeff possesses over 40 years in the construction industry with 21 years as a building inspector performing commercial and residential plan review and inspections in the building life safety, accessibility, plumbing, mechanical disciplines throughout Northern California. Jeff's expertise includes the review of highly complex mechanical and plumbing systems. He also has 20 years of experience working in the trades and as a contractor building custom homes.

As a collaborative leader, Jeff recently provided exceptional leadership skills as the Cannabis Project Manager for the City of Sacramento Building Division. He also provided training and direction for other plans examiners and inspectors for legal related facilities. He works well with the public as well as his colleagues and maintains high levels of productivity, reliability with excellent work ethic to deliver high quality customer service.

Jeff is ICC certified as a Commercial Building and Electrical Inspector. In addition, he is also certified as a California Access Specialist (CASp). Jeff has well-rounded experience in the building industry.

Work Experience

Senior Plans Examiner, TRB and Associates, Inc. **2021 – Present**

- Reviews complex plan drawings and calculations for code compliance on behalf of client agencies.
- Performed comprehensive mechanical and plumbing review for new $100 million mixed use project located in the City of West Hollywood.
- Performed mechanical and plumbing review for new $1.3 billion mixed use project located in Sacramento, CA
- Reviews encompass all manner of construction, including residential, commercial, and industrial project types.

Building Inspector/Plans Examiner, City of Sacramento **2000 – 2021**

- Performed mechanical plumbing plan review for Golden 1 Center Arena, home of the Sacramento Kings.
- Provided life safety, fire systems, and mechanical and plumbing plan review on a wide range of project types during tenure.

General Contractor, Brooks Construction **1980 – 2000**

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Ryan Leiendecker | Senior Plans Examiner

Certifications/Licences

ICC Certified:
- Certified Building Official
- Certified Fire Marshall
- Building Code Specialist
- Building Plans Examiner
- Residential Energy Inspector/Plans Examiner
- Commercial Energy Plans Examiner
- Residential Plans Examiner
- Plumbing Plans Examiner
- Commercial Building Inspector
- Residential Building Inspector
- Commercial Plumbing Inspector
- Building Inspector
- Permit Specialist
- Permit Technician

Training Certificates:
- Anchorage Design
- Repair Application Procedure
- Fundamentals of Concrete and Materials
- Fundamentals of Concrete Construction

Education

- Brandman University (Chapman University System), Irvine, California- Master of Public Administration
- Brandman University (Chapman University System), Irvine, California- Bachelor of Sociology

Ryan James Leiendecker possesses more than 14 years of experience in building and fire life safety, conducting plan reviews and inspections for residential and commercial projects in the public sector. In his recent role as a Senior Plan Checker at the City of Pleasanton Building and Safety Division, Ryan supervised Plan Checkers and conducted quality control reviews of consultant's plan reviews. He evaluated building and structural plans for compliance with various codes and met with stakeholders to discuss projects. Ryan conducted over-the-counter reviews for simple projects, while also effectively communicating with customers at the counter, over the phone, and via email, consistently delivering exceptional customer service. He also served as backup for the Chief Building and Safety Official, assisted in special projects, and conducted field inspections as needed.

Ryan has vast experience reviewing construction plans to ensure structural integrity and compliance with regulatory standards, covering California building, mechanical, electrical, plumbing, energy, green, fire codes, and local ordinances.

Work Experience

Senior Plans Examiner, TRB and Associates Inc. **2022 – Present**

- Senior Plans Examiner for jurisdictions on an as needed basis responsible for conducting fire and life safety plan review and inspections ensuring compliance with all applicable local, state, and federal agencies.

Senior Plan Checker, City of Pleasanton Building and Safety **2021 - 2022**

- Supervised Plan Checker and ensured quality control of consultant's plan reviews.
- Checked building and structural plans from architects, engineers, contractors, and owners for compliance with codes and regulations.
- Collaborated with stakeholders like architects, engineers, contractors, and homeowners to discuss projects.
- Conducted over-the-counter reviews for simple projects.
- Provided information and assistance to customers in person, over the phone, or via email.
- Issued building permits and participated in staff meetings to review project compliance.
- Delivered customer service at the Public Counter, including minor plan reviews, and resolving conflicts.
- Acted as backup for the Chief Building and Safety Official when needed.
- Assisted in special projects such as community studies and emergency planning.
- Conducted field inspections related to plan reviews as necessary.

Plans Examiner, County of Napa Building Division **2015 – 2021**

- Reviewed construction plans for structural integrity and compliance with the California building, mechanical, electrical, plumbing, energy, green, fire code and local ordinances.
- Assisted building inspectors with inspections concerning complex structural and life safety issues.
- Met with architects, engineers, and contractors to discuss future or ongoing projects.
- Provided over-the-counter reviews for certain simple projects.
- Provided information to customers at the counter, over the phone, or via email.

Combination Building Inspector Aide II, City of Long Beach Building & Safety **2014 - 2015**

- Assisted customers at the public counter by answering Title 24 code and permit related questions and issuing permits.
- Plan checked photovoltaic systems, signs, pools, and spas.

James Johnson, E.E., QCxP | Senior Plan Review Engineer

Registration/Certification

Registered Electrical Engineer – Hawaii

ICC Certified Electrical Plans Examiner

Qualified Commissioning Services Provider (QCxP)

Construction Quality Control Reviewer (CQCR)

Professional Affiliations

Illuminating Engineering Society (IESNA)

International Association of Electrical Inspectors

Building Commissioning Association (BCA)

International Code Council (ICC)

Volunteer Affiliations

Board Member,
Richmond High School Engineering Academy Advisory Board
2014 – Present

Volunteer Writer/Coach,
El Cerrito and Richmond High Schools
2013 – Present

James Johnson is a Registered Electrical Engineer (Hawaii), ICC Certified Electrical Plans Examiner, and Qualified Commissioning Services Provider (QCxP) with over 30 years of experience encompassing electrical engineering design and plan review. Mr. Johnson has provided electrical plan review on a variety of project types including commercial building, tenant improvements, and photovoltaic systems. In addition, Mr. Johnson has performed extensive power and lighting systems design, engineering and construction document production, and project management.

Select Skills / Project Experience

- Analyze permit submittal plan documents for conformance to adopted national, state, and city/county codes including NEC, NFPA, IBC, ICC and UFC standards.
- Conduct forensic electrical systems investigations to determine origin and cause failure of equipment and associated distribution systems including power, lighting and fire alarm with analysis and resolution of legally adopted Code compliance issues.
- Provide scheduled review as CQCR of electrical construction documentation with scheduled site inspection to assure quality construction in accordance with minimum codes and standards for U.S. government projects.
- Professionally managed a wide variety of governmental, commercial, institutional, and residential projects with associated commercial and emergency, renewable and non-renewable power, lighting, and telecommunication systems.
- Provided oversight of engineering skills development and implements of Engineers-In-Training. As a lead instructor at Leeward Community College, taught Math, English and Writing from high school through college freshman levels.
- Proficient in Microsoft Word, Excel, PowerPoint, Adobe Photoshop and Acrobat Pro, AutoDesk AutoCAD MEP 2013. Revit MEP 2013.

Work Experience

- Senior Plan Review Engineer, TRB + Associates, Inc., 2014 to Present
- Certified Electrical Plan Reviewer, City and County of Honolulu, 2013 to Present
- Senior Electrical Engineer/Project Manager, Moss Engineering, 2005 – 2013
- Office Manager, Senior Electrical Engineer, Tower Engineering, 2000 – 2005
- Senior Project Engineer/Manager, Applied Engineering, 1995 – 2000
- Lead Instructor, Office of Continuing Education and Training, Leeward Community College, Pearl City, HI, 1995 – 2000
- Senior Electrical Design/Project Manager, Bennett, Drane, Karamatsu Engineers, Honolulu, HI, 1985 – 1995

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Steven Block, E.E. | Senior Plan Review Engineer

Education

B.S. Engineering, Physics
California State University, Northridge, CA

Registration

Registered Electrical Engineer
California, Nevada, Arizona, Hawaii

Steven Block is a highly skilled electrical engineer with over 25 years' experience in the electrical engineering field. His expertise includes electrical design and plan review for compliance with the National Electrical Code, California Electrical Code, California Energy Code, local ordinances, National Electrical Safety Code, California Electrical Code, California Energy Code, local ordinances, National Electrical Safety Code, OSHA and other applicable laws, ordinances, regulations and standards (LORS).

Projects reviewed for code compliance include commercial and industrial solar power plants, commercial natural gas power plants, wastewater treatment plants, and cement plants, industrial and commercial buildings, parking structures, hotels, and municipal utilities. Designed and provided construction support for traffic signals, highway lighting, closed circuit television, traffic monitoring stations, maintenance stations, and storm water pumping stations.

Work Experience

Senior Electrical Plan Review Engineer, TRB and Associates **2016 - Present**

- Plan review for residential, commercial, and industrial installations – Phillips 66 Naval Weapons Station, OSHPD 3 reviews for the City of Sacramento, Benicia Valero Refinery Audit, Child Daycare Center in Santa Clara, new apartments in Sacramento.

Senior Electrical Engineer, Private Consulting Firm **2004 - 2016**

- Plan review for code compliance and field inspector support – Silver State North Photovoltaic Generating Station, transmission lines, and high voltage substation (Nevada), Palomar Power Project (California), Panoche Energy Center (California), Abengoa Solar Thermal Generating Station and substation (California), Genesis Solar Collector Generating Station (California), Inland Empire Energy Center (California), Distributed Energy Partners Generating Stations (Hawaii), Various Wind Power Generating Stations in Solano County, CA, and other generating stations.
- Plan review for commercial and industrial installations – FBI Honolulu, Disney Hawaii, Fort Irwin Military Housing (California), various rooftop photovoltaic installations (Hawaii), Valero Refinery Benicia (California), Transmission Line Feeder for Concrete Plant (Nevada) and Various Cellular Tower Installations (Hawaii).

Alan Roth, E.E. | Senior Plan Review Engineer

Education

B.S. Electrical Engineering
California State Polytechnic University

Registration

Registered Electrical Engineer
California

Alan Roth is a registered professional electrical engineer with over 30 years of engineering experience. His experience encompasses extensive electrical systems design, quality control, and oversight roles at power plant and other industrial facility types. Past roles include working for Calpine, Inc. and Dow USA on power generation and chemical plant projects.

Work Experience

Senior Electrical Plan Review Engineer, TRB + Associates 2016 – Present

- Conducts electrical code compliance plan review of industrial and power generation facilities. Currently assisting with plan review $1 billion petrochemical refinery expansion project.

Electrical Engineering, Calpine Corporation 1998 – 2014

During tenure at Calpine Corporation, held positions of Senior Electrical Engineer, Senior Project Engineer, Senior Operations Engineer, and Senior Electrical Engineer 3.

- Provided support for the design and construction of a new combined cycle power plants and installation of new combustion turbine generators in existing plants. Duties included:
  - Reviewed engineer's design documents for compliance with Calpine standards and proper interface with OEM documentation
  - Provided field support as required
  - Design
  - Management of capital projects
  - Analysis of protection and control systems
  - Root cause analysis and determination of corrective actions for equipment and protection system failures
  - Recommended predictive preventative maintenance
- Provided interface with consultants for complete protection reviews at 12 Calpine power plants in CA. Duties include:
  - Compiled all protection related drawings
  - Compiled any relay coordination and settings documents
  - Provided field support to consultants to verify drawings and actual protective relay settings
- Determined the preliminary conceptual design, using standard design guidelines for plants in development
- Interfaced with local utilities for new interconnections for projects in the development phase
- Represented Calpine to WECC and other regulatory bodies.
- Provided guidance to plants on maintaining compliance with regional and national reliability standards.
- Interfaced with local utilities for new interconnections for projects in the development phase.
- Represented Calpine to WECC and other regulatory bodies.
- Determine the specification of the major equipment to be selected for the projects as well as interfacing system design.
- Interfaced with utilities, steam hosts, gas suppliers, permitting agencies, consultants and other organizations involved with the development of power projects.
- Directed transmission consultants in initial studies for power plant siting.

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Peter Kogan, M.E., LEED AP | Senior Plan Review Engineer

Education

Master of Science, Mechanical Engineering, Moscow Aeronautical Institute, Russia

Registration/Certification

Registered Professional Mechanical Engineer: California, Hawaii, Nevada, Texas, Colorado, Arizona

Certified Energy Manager (CEM), State of California

LEED Accredited Professional

Peter Kogan is a licensed mechanical engineer with over 30 years of diversified experience in the construction industry. His expertise lies in the areas of design and construction administration for Heating, Ventilation and Air Conditioning, Plumbing, Fire Protection, Energy and Building Studies, and Value Engineering. In the past ten years he was responsible for the design and renovation construction of several historical preservation projects. Peter's extensive experience and personal attention to project details has always assured professional services performed within budget and to complete client satisfaction.

Peter has published several technical articles in the national magazine "Heating, Piping, Air Conditioning" and recently had an article published in the architectural magazine "Progressive Architecture". Peter has presented a technical paper on World Energy Congress in Atlanta, Georgia in 1990.

Select Project Experience

Healthcare

- New Medical Facility, Nevada Air National Guard, Reno, NV
- Radiology/ Oncology Labs Renovation, Hospital Building, UCSF, San Francisco, CA
- Renovation of Buildings 210/212 & 301, Metropolitan State Hospital, Norwalk, CA
- Sonoma State Hospital, Central Plant HVAC Modifications, Sacramento, CA

Education, Assembly

- Wet Research Laboratories in Building 74, Lawrence Berkeley Lab, Berkeley, CA
- Medical Research Laboratories, Warren Hall, UC Berkeley, CA
- Calvary Church, Los Gatos, CA. New 80,000 sq.ft., 2-story Life Center with Classrooms, Multi-Use Room, Gymnasium, Meeting Halls, etc.

Multi-unit Residential

- New Condominium Complex, San Francisco, CA. New 7 Story Condominium Complex located at 1438 Green Street
- Military Housing and Commercial Facilities, NAS Fallon, NV. New 3 Building Housing Complex comprising 126 Bachelor Enlisted Quarter units & new base Administration, Maintenance, Shop and Storage Facilities.

Commercial

- The Disney Store, New Retail Store, Winward Mall, Kaneohe, HI
- Office Building, San Francisco, CA. New 3 Story Office Building located at 325 Pacific Avenue
- New Ruth's Chris Steak House Restaurant, The Montage, Reno, NV
- Foods Pilot Plant Expansion for Clorox Corporation, Pleasanton, CA

Government, Civic

- Renovation of 3–Building Command Headquarter Complex, Travis Air Force Base, Fairfield, CA
- New 2-story Fitness Center at Naval Postgraduate School, Hayward, CA
- New International Arrival Building, Oakland Airport, CA

Work Experience

TRB + Associates, Inc, 2008-Present
Peter Kogan Associates, Owner, 1988-Present

Akitayo (Tai) Akiwumi | Senior Plans Examiner

Certifications/Licences

ICC Certified:

- Building Plans Examiner
- Building Inspector
- Plumbing Inspector

Education

- Master of Science - Mechanical Engineering, University of Manchester Institute of Science and Technology, UK.
- Bachelor of Science - Mechanical Engineering, University of Manchester Institute of Science and Technology, UK.

Training

- 2022 CBC Chapter 11A: Privately Funded Multi-Family Dwelling Accessibility.
- 2022 CBC Chapter 118: Accessibility in Public Buildings, Public Accommodations and Commercial Buildings.

Committee Representation

City representative at the Tri-Chapter Uniform Code Committee meetings.

Akitayo (Tai) Akiwumi possesses over 22 years of experience in conducting complex plan reviews for residential and commercial projects, encompassing architectural, mechanical, plumbing, and electrical aspects. In his recent role as a Plans Examiner at the City of San Ramon, he conducted thorough plan reviews for a diverse portfolio of projects, ranging from new constructions to tenant improvements and alterations. Tai's responsibilities also extended to performing over-the-counter plan checks, issuing permits, and providing invaluable code resource services to clients.

In previous roles, Tai demonstrated his proficiency by providing guidance to designers, training staff, addressing customer inquiries, conducting extensive research on code issues, and collaborating effectively with architects and designers. His dedication to ensuring compliance and safety standards has been evident throughout his career.

Tai exhibits exceptional knowledge of local, state, and federal safety standards, ensuring strict adherence to regulations. Holding ICC certifications as a Building Plans Examiner, Building Inspector, and Plumbing Inspector, he brings a well-rounded expertise to the building industry. urthermore, his background in mechanical engineering, technical supervision, general management, and project development, combined with his reliability in supporting team efforts, greatly enhances his performance in his role.

Work Experience

Senior Plans Examiner | TRB and Associates Inc. **2024 - Present**

- Senior Plans Examiner for jurisdictions on an as needed basis responsible for conducting fire and life safety plan review and inspections ensuring compliance with all applicable local, state, and federal agencies.

Plans Examiner | City of San Ramon, San Ramon, CA **2005 - 2024**

- Conducted residential and commercial architectural, mechanical, plumbing, and electrical plan reviews.
- Reviewed a wide range of projects, including:
  Non-Residential:
  - New constructions like malls, offices, and restaurants.
  - Tenant improvements for offices, restaurants, stores, warehouses, and more.

  Residential:
  - Single-family dwellings, involving both new constructions and alterations.
  - Multi-family dwellings, including new constructions and alterations.
- Performed over-the-counter plan checks, issued permits, and provided code resource services to customers via counter, email, and telephone inquiries.
- Assisted in training permit technicians and ancillary staff.
- Met with architects and designers before project submittals for review.
- Conducted field inspections as needed.

Plans Examiner I & II, Berryman & Henigar Inc. | Pleasanton, CA **2002 - 2006**

- *2005 - 2006:* Served as Plans Examiner II, conducting part-time residential and commercial architectural, mechanical, plumbing, and electrical plan reviews on an as-needed basis.
- *2002 - 2005:* Functioned as a Plans Examiner, overseeing residential and commercial architectural, mechanical, plumbing, and electrical plan reviews.
- Additional responsibilities included:
  - Provided guidance to designers on code compliance issues.
  - Assisted in training permit technicians and ancillary staff.
  - Addressed customer inquiries regarding plan checks and other matters.
  - Conducted research on code issues as requested by building departments.
  - Collaborated with architects and designers prior to project submissions for review.

Michael Osborn, PE, LEED AP | Senior Civil Plan Review Engineer

Licenses and Certifications

Registered Civil Engineer | 66022

LEED AP, 2009

Education

Bachelor of Science, Civil Engineering
California Polytechnic University, San Luis Obispo, CA

Caltrans Local Assistance Resident Engineer (RE) Academy

Affiliations

Leadership Santa Barbara County, Board of Directors

Leadership Fresno, Class 31

American Society of Civil Engineers (ASCE)

Michael Osborn is a senior engineer at Provost & Pritchard. With over 20 years of engineering experience, Mr. Osborn has been involved in a variety of public works, residential and commercial development, and educational facility projects. His areas of expertise include site grading design, Americans with Disabilities Act (ADA) site accessibility design and assessment, stormwater management, storm drainage, sanitary sewer systems design, street design, and site development.

Work Experience

Plan Check Engineer, Grading and Drainage Plan Check Services | City of Santa Clara, CA

Mr. Osborn is currently assisting the City of Santa Clara by providing grading and drainage plan check services for various projects in the city. Mr. Osborn has been a primary plan check engineer, reviewing on-site development and associated improvements in the public right-of-way in relation to demolition, grading and drainage. Projects have varied in size from single commercial buildings to multi-family residential to the multi-phased, mixed-use Related Santa Clara project.

City Engineer | City of Mendota, CA

Mr. Osborn is the current City Engineer for the City of Mendota. His responsibilities include management and coordination of the City's state and federally-funded street projects through the Fresno County Council of Governments (FCOB) and Caltrans DLAE and coordination with the City Manager and Public Works Department on infrastructure issues with streets, water, sewer, and storm drain. Mr. Osborn has a significant role in assessing and identifying pavement conditions and storm drain infrastructure issues and needs for the City and putting that knowledge to use in assessing potential flooding issues and coordinating pavement maintenance and street reconstruction.

Project Manager, On-Call City Engineering Services | City of Dinuba, CA

Mr. Osborn provided general civil engineering services to the City of Dinuba, assisting the City's Public Works Department to complete capital improvement projects for 18 months. Projects that were included under this contract ranged from providing civil engineering and land surveying for park facility upgrades, ADA compliance, updating the City's Urban Water Management Plan, development reviews, and grant writing assistance.

Project Engineer, ADA Assessment and Barrier Transition Plan, Community Regional Medical Center | Fresno, CA

Mr. Osborn was the project engineer responsible for completing an ADA compliance site self-evaluation of the Community Regional Medical Center campus. The exterior site-evaluation consisted of the paths of travel from parking stalls to building front doors, and paths of travel between buildings. Upon completion of the evaluation and results report, a Barrier Removal Plan was prepared and included a detailed list of compliance areas that needed to be addressed.

Project Manager, Ongoing Consulting Services, Santa Barbara Community College District | Santa Barbara, CA

Mr. Osborn was responsible for providing ongoing engineering services for the Director of Facilities & Operation and Campus Development. He prepared a pavement assessment of all three campuses within the District, which led to the District's first pavement management plan. In addition, he improved approximately 30,000 square feet of pathways, repaired or resurfaced approximately 10 acres of asphalt pavement, improved the sites of 27,840 square feet or modular buildings, and improved accessible parking and routes of travel around each project. Additional scope of services included mapping existing utilities and improving potable water and sanitary sewer facilities to new buildings. Mr. Osborn also studied slope erosion and prepared "on-call" emergency slope repairs, and provided site grading, paving, utility and storm water management improvements for new building construction as the project civil engineer on several architectural teams.

Michael Williams | Supervising Inspector

Certifications/Licenses

California ICC Certified:
- Building Inspector B5
- California Residential Building Inspector
- California Commercial Building Inspector

Certified in Oregon:
- Oregon OIC-OR Inspector
- Oregon SIA-Structural Inspector A-Level
- Oregon CAS-Residential Structural Inspector

- Linhart Peterson Powers Associates (LP2A) Training Institute – Certificate
- State Of California Safety Assessment Program (CAL OES)

Education

- U.S. Army Air Defense Artillery, Army Ranger School Ranger Indoctrination Program (RIP)
- Diablo Valley College (DVC) courses in Electrical, Plumbing, and Mechanical Codes

Computer Skills

- Permit Plus
- Accela
- Permit Track
- Sweeps

Michael WIlliams possesses over 20 years of experience in inspection services for commericial and residential projects encompassing inspections of building, structural, electrical, plumbing, mechanical, overall life safety standards, IOR projects, local zoning codes, construction documant review, issuing of building permits, as well as over the counter plan review. He is able to interpret and apply pertinent Federal, State, and local laws, codes, and regulations. Michael also has experience in all aspects of the construction industry.

Mr. Williams is highly motivated, hardworking, dependable, punctual, excellent team player with a “can do” attitude. Michael works well with the public, with his colleagues, in a leadership position, or alone, with strong interpersonal skills, high levels of productivity, reliability with excellent work ethic enabling successful interaction with clients, co-workers, and supervisors.

As an ICC Certified Building Inspector, Residential and Commercial Building Inspector, Michael is motivated to continue a career in the building and life safety field, and public service.

Work Experience

Supervising Inspector, TRB and Associates, Inc. **2023 – Present**

- Building Inspector for jurisdictions on an as needed basis responsible for inspecting residential, commercial, and industrial project types from start to finish.
- Communicates compliance elements with clients with solution driven resolve.
- Provides over the counter building plans examination for jurisdictions on an as-needed basis.
- Reviews building plans and related documents for compliance with California Building Codes, agency requirements and policies. Verifies that projects have obtained all necessary approvals; maintains records and prepares final plan sets for approval as needed.
- Project types range from residential alterations to light-gauge structures in commercial buildings.
- Project Manager for Disaster Recovery Operations and Program Development.
- Cal OES SAP Inspector experienced for multiple events.

Project Manager and Building Inspector, Private Consultant, CA./OR.	**2019 - 2023**
Building Inspector, Solano County, Fairfield, CA.	**2011 - 2019**
Consultant/Project Manager, Build Rite Construction, Bay Area, CA	**2009 - 2011**
Building Inspector, Solano County, Fairfield, CA.	**2006 - 2009**
Building Inspector, Private Consultant, Elk Grove, CA.	**2005 - 2006**
Electrical Apprentice/Construction Laborer, Steiny & Co.,Vallejo, CA.	**2000 - 2005**
Sargent, U.S. Army – Fort Drum Watertown, NY.	**1993 - 1998**

Douglas Kreiss | Senior Building Inspector

Certifications/Licenses

- ICC Certified Combination Dwelling Inspector - Uniform Codes
- ICC Certified Residential Combination Inspector
- ICC Certified Commercial Electrical Inspector
- ICC Certified Mechanical Inspector
- ICC Certified Plumbing Inspector UPC
- ICC Certified Mechanical Inspector UMC
- ICC Certified Building Inspector
- ICC Certified Plumbing Inspector
- ICC Certified Electrical Inspector
- ICC Certified Combination Inspector
- ICC Certified Commercial Combination Inspector
- California State Fire Marshal Fire Prevention 1A, 1B, 1C

Education

- University of Illinois, Champaign, IL, M.S.
- University of California, Berkeley, CA, B.A.
- College of Alameda, CA. A.A.

Douglas possesses over 20 years of building industry experience as a Certified Building Inspector. Douglas' extensive knowledge includes a wide variety of project types including all aspects of single and multi-family residential, commercial, and industrial structures. He has in-depth code knowledge as is adept at the practical application of the codes working with public agencies.

Mr. Kreiss most recently served as a Building Inspector for the City of Fremont. In this role, he provided expertise, staff training and interpretation of mechanical installation and inspection in addition to combination inspection duties in special projects. This has provided him with a wealth of building industry experience. Douglas has demonstrated outstanding customer service with the public, contractors and development community.

Douglas is also ICC certified in multiple areas including as a Building Inspector, Combination Dwelling Inspector – Uniform Codes, Plumbing Inspector UPC, Mechanical Inspector UMC, Commercial Combination Inspector, Residential Combination Inspector, Commercial Electrical Inspector, Mechanical, Electrical and Plumbing Inspector. He is also certified as a California State Fire Marshal for Fire Prevention 1A, 1B, and 1C.

Work Experience

Senior Building Inspector, TRB + Associates **01/2021 - Present**

- Senior Building Inspector for jurisdictions on an as needed basis responsible for inspecting residential, commercial, and industrial project types from start to finish.
- Contract Inspector for major projects and jurisdictions on an as needed basis.
- Communicates compliance elements with clients with solution driven resolve.

Building Inspector, City of Fremont **07/2001 - 06/2020**

- Senior Specialist assigned to provide expertise, staff training and interpretation of mechanical installations and inspection in addition to combination inspection duties in special projects.
- Projects included the City of Fremont corporation yard, two story private school buildings, churches, fire stations, multi-story apartment complexes, senior housing project, all seismic upgrades per the City of Fremont ordinance, high tech and hazardous occupancies, restaurants, single family residential projects.
- Duties also included coordination of staff vehicle maintenance and revision of Building Department forms

Combination Building Inspector, City of Fremont **05/2000 - 07/2001**

- High tech, commercial and industrial inspections, including Seagate, AXT HMT, Home Depot REI, City Beach, single family residential.

Combination Building Inspector, City of Pleasanton **09/1999 - 05/2000**

- Single family residential combination inspections and commercial inspections

Combination Building Inspector, Private Consultant **03/1999 - 09/1999**

- Assigned to the City of Dublin and Town of Danville
- Single family and multi-family residential projects

Union Carpenter, Private Consultant **01/1980 - 04/1999**

- Devcon Construction, Tisys Construction, Holvick Construction, Cramer Associates. Supervision, foreman, commercial industrial new construction, tenant improvements, tilt-up, wood and metal stud framing, interior and exterior finish work, cabinets, acoustic ceilings, computer floors, residential rough and finish construction

Sean Burke | Senior Building Inspector

Certifications/Licenses

ICC Certified
Plumbing Inspector
Electrical Inspector
Building Inspector

Professional Affiliations

B.A., Religious Education Minor in Christian Education

Computer Skills

Microsoft Office
Accela Permit Services software

Sean possesses over 24 years of experience in inspection services throughout Northern California encompassing housing inspections, quality control, and combination building code inspections for residential and commercial project types. Sean also has 12 years of experience as an electrician.

Sean's recent experience as a multi-trade inspector for several commercial projects includes helping support the jurisdictions of the County of Sacramento, Town of Loomis, and City of Colfax for both inspections and minor plan review.

As a collaborative leader, Sean provided exceptional leadership skills in managing, supervising, evaluating, and training 22 personnel at one of the busiest permit counters in the region. He has positive working relationships with clients, management, as well as his peers and maintains high levels of productivity and reliability with excellent work ethic to deliver high quality customer service.

Work Experience

Combination Building Inspector, TRB and Associates, Inc. **2022 – Present**

- Building Inspector for jurisdictions on an as needed basis responsible for inspecting residential, commercial, and industrial project types from start to finish.
- Communicates compliance elements with clients with solution driven resolve.

Building Inspector, Private Consultant **2019 – 2021**

- Functioned as a multi-trade inspector for several commercial projects (Placer County's New Coroner's Facility, WellQuest of Granite Bay & Amazon Distribution Facility in Turlock, CA)
- Helped support the jurisdictions of the Town of Loomis and City of Colfax for both inspections and minor plan review.

Permit Services Manager, City of Sacramento **2014 - 2019**

- Managed and oversaw the Building Department Permit Counter.
- Supervised 16 employees permit technicians and building inspectors.
- Supervised six (6) customer service reps assisting in checking in customers and processing payments and plans management.
- Responsible for a variety of complex clerical duties, primarily related to the intake and processing of building permit applications as well as constant communication and coordination with members of the public and City staff.

Building Inspector, City of Sacramento **1998 - 2014**

- Inspected new residential construction and remodels and light commercial tenant improvements.
- Managed facilities permit program, catering to commercial building owners with frequent tenant improvement to expedite their plan submittals and streamline their inspections.
- Supervised three (3) building inspectors assigned to the program.
- Responsible for supervising, evaluating, training, and coordinating the work of building inspectors performing inspection work in all phases of construction, alteration, and repair for compliance to approved plans, specifications, and state and local codes.

Electrician, Private Sector **1987 - 1998**

- Worked as an electrician in various private sectors in Northern California, located in Truckee, Gold River, and Sacramento.

Brian Elder | Senior Building Inspector

Certifications/Licenses

- ICC Certified, Building Inspector
- ICC Certified, California Residential Building Inspector
- ICC Certified, California Commercial Building Inspector
- IAPMO Plumbing Inspector
- IAPMO Mechanical Inspector
- P.O.S.T. PC 832
- California General B CSLB Contractor License # 730875

Brian possesses over 20 years of experience providing inspection services to jurisdictions throughout Northern California. He possess extensive knowledge of the local environment including applicable codes, ordinances, climate and culture. He has inspected projects of all types and sizes and is able to inspect a wide range of residential and commercial projects.

His recent experience includes working as a Combination Building Inspector for a 550,000 sq. ft. Hotel Casino addition at Cache Creek Casino. He has also provided combination inspection services for various jurisdictions including Yolo County, the Cities of Grass Valley, West Sacramento, Sacramento, Vallejo, Winters and Town of Loomis. Brian managed and oversaw the building department and inspectors at the City of Grass Valley. As a licensed general contractor, Brian worked on a tract home construction for Shastan Homes in Chico.

Work Experience

Senior Building Inspector, TRB + Associates **11/2018 – Present**

- Contract inspector for jurisdictions on an as-needed basis responsible for inspecting residential and commercial project types

Combination Building Inspector, Private Consultant **07/2014 – 11/2018**

- Provided combination inspection services for the Cities of West Sacramento, City of Vallejo, City of Sacramento, Town of Loomis, City of winters, Yolo County and Cache Creek Casino
- Projects included single and multifamily residential, commercial, industrial buildings, large tilt up and ten story high rise buildings

Supervising Building Inspector, Private Consultant **11/2013 – 07/2014**

- Performed inspections of commercial, industrial, and residential construction (new, remodels, repairs and replacements) for conformance with applicable codes and ordinances
- Reviewed building plans and supporting material relevant to ensure compliance with various codes, ordinances and policies
- Conferred with city personnel, architects, contractors, and the general public on building code requirements and restrictions
- Reviewed records and reports of inspections for accuracy

Supervising Building Inspector, City of Orland, CA **03/2002 – 11/2013**

- Provided building, electric, plumbing, mechanical, and accessibility inspections for residential and commercial projects
- Performed inspections of all construction phases for compliance with applicable State and City codes and ordinances
- Conferred with city personnel, architects, contractors, and the general public on building code requirements and restrictions
- Verified workmanship and materials during all phases of residential, commercial and industrial construction projects and investigated violations as necessary
- Calculated building valuations and permit fees, collected fees and issued permits
- Verified contractor's licenses, and workers compensation insurance prior to issuing permits

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Jacqueline (Jacqui) Powers | Senior Permit Technician

Education

Bachelor of Arts, Chico State University

Licenses/Certifications

NFPA 472 Hazardous Materials Awareness

ICC Certified Plans Examiner *(expired)*

Jacqui Powers brings more than a decade of expertise in the building industry. As a Senior Permit Technician, she excels in navigating building practices and regulatory compliance across federal, state, and local levels. Jacqui is highly proficient in data entry, project coordination, and office administration, enabling her to effectively manage multiple projects while maintaining exceptional customer service standards. This includes her extensive experience in building and life safety for numerous jurisdications throughout California.

Work Experience

Senior Permit Technician, TRB + Associates **2017 - Present**

- Assist with Document Control for various projects
- Contract Permit Coordinator for jurisdictions on an as needed basis.
- Assist clients with questions and inquiries
- Manages the demands of multiple jurisdictions
- Reviews plans for new residential, additions, improvements and light commercial projects.

Plans Examiner | Permit Technician, Bay Area Municipal Consultant **2013 –2017**

- Provided plan review of residential and commercial projects; including additions and tenant improvements.
- Contract Permit Technician for multiple jurisdictions
- Document Control for various high scale commercial and power plant projects.

Event Director | Office Manager, Bay Area Catering **2009 - 2011**

- Managed all aspects of event coordination, including preparing proposals, negotiating contracts, discussing rental upgrade options with clients, developing event timelines, creating menus, collaborating with outside vendors, and arranging rentals.
- Recruited, trained, delegated tasks to, coached, and motivated event staff. Evaluated staff performance. Entered, retrieved, and updated event setup information, and produced event reports using a computerized event management system.

Event Director | Office Manager, East Bay Golf Course **2004 - 2009**

- Served as the "Command Center" for the office, addressing issues and relaying accurate information between sales staff, chefs, employees, and the managing partner. This included details on guest counts, menus, tastings, location, and timing.
- Compiled a monthly binder detailing all events and staff schedules for the managing partner, chef, and sales staff.
- Functioned as the office administrator, handling phone calls, emails, scheduling meetings and conferences, managing transportation and travel arrangements, and processing mail.
- Demonstrated proficiency in Microsoft Office programs (Word, Excel) and various email systems (1and1, Outlook).
- Skilled in QuickBooks for invoicing, billing, payroll, bill payments, and report generation.
- Managed the office schedule for all staff, including front of house and production, and supervised sales staff appointment setting.
- Monitored all accounts payable and receivable, maintained vendor relationships, processed client payments, created budgets, tracked inventory, and completed profit and loss statements.

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Fee Schedule

TRB and Associates offers the following fixed-fee and hourly rate schedules for services provided. Please note that Building Plan Review services are rendered on either a fixed fee or hourly rate basis, as noted below. If additional services are requested such as Building Inspection, Permit Processing, Staff Augmentation and Other services (e.g. MWELO, Civil Plan Review; CASp consulting), those services can be provided on an hourly basis at rates shown in the provided Schedule of Hourly Rates and Reimbursables.

Plan Review Services

Our plan review fees may be calculated as a percentage of the Plan Check Fee collected by the City. The fee compensation shown covers three total plan review cycles – the initial plan review and two rechecks. Any further review cycles which become necessary and reviews of revisions to approved plans would be billed on an hourly basis at the Senior Plan Review Engineer/Architect rate provided in the accompanying Schedule of Hourly Rates and Reimbursables. Please note that the turnaround timeframe for providing expedited and express plan reviews would be negotiated/mutually agreed upon prior to commencement of the review. Please also note that all plan reviews are subject to a minimum $250 fee.

Turnaround Timeframe* (in business days)	Structural Only Review	M/E/P Only Review	MWELO Only Review	Certified Floodplain Manager (CFM) Only Review	Complete Building Review (Structural, Life Safety/Disabled Access, M/E/P, Green, Energy)
Standard Generally, five-to-ten-day turnaround, as mutually agreed upon	50%	50%	70%	70%	70%
Expedited** As negotiated and mutually agreed-upon	Standard fee plus an additional 50 percent	Standard fee plus an additional 50 percent	Standard fee plus an additional 50 percent	Standard fee plus an additional 50 percent	Standard fee plus an additional 50 percent

* For exceptionally large/complex projects, 15-day first check and 10 day rechecks may apply, as mutually agreed upon prior to commencement of review.

** Turnaround timeframe would be mutually agreed upon prior to commencement of work.

*** Note: For other review scope combinations not specifically identified in the above table (e.g. Electrical Only, Mechanical/ Plumbing Only, etc.), the fee compensation would be on an hourly basis.

**** Projects with Calculated Plan Reviews Fees in Excess of $10,000 are eligible for negotiated cost.

Please note that the pickup, shipment, and delivery of hardcopy and/or electronic plan documents and other relevant correspondence to the City is included in the above-noted cost.

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Schedule of Hourly Rates and Reimbursables

The following billing rates apply for services rendered on an hourly basis:

Position	Hourly Rate
Principal	$205.00
Project / Division Manager	$175.00
Building Official	$165.00
Assistant Building Official	$155.00
Supervising Plan Review Engineer/Architect	$165.00
Senior Plan Review Engineer/Architect	$150.00
Senior Plans Examiner (Building & Fire)	$140.00
Plan Review Engineer/Architect	$135.00
Plans Examiner (Building & Fire)	$125.00
Supervising Civil Engineer	$225.00
Senior Civil Engineer	$200.00
Associate Civil Engineer	$180.00
Engineering Technician	$125.00
Permit Technician III	$ 95.00
Permit Technician II	$ 85.00
Permit Technician I	$ 75.00
Clerical/Admin	$ 70.00
Fire Protection Engineer	$225.00
Geotechnical Engineer	$255.00
CASp Certified Inspector/Examiner	$165.00
Grading/Storm Water Plan Review Engineer	$195.00
QSP Storm Water Inspector	$195.00
MWELO Plan Review/Inspection	$195.00
Inspection Task Leader / Inspector of Record	$155.00
Supervising Inspector	$145.00
Senior Inspector III	$135.00
Senior Inspector II	$130.00
Senior Inspector I	$125.00
Inspector II	$120.00
Inspector I	$110.00

- Overtime, Emergency, Expedited, and After-hours work is billed at the above-noted rates plus an additional 50 percent (Note that no overtime will be charged without client authorization). Please note that for any Emergency Call Outs, a minimum 8-hour fee applies.
- Project inspections subject to prevailing wage requirements are at the above-published rates plus 30 percent.
- All requested inspection and other staff-augmentation services are subject to a minimum 4-hour fee.
- Reimbursement for direct expenses incurred in connection with the work, will be at cost plus 15 percent.
- Reimbursement for non-City vehicles used in connection with the work will be at the current IRS rate plus 20 percent per mile.
- Other in-house charges for prints, reproductions and equipment use, etc. will be at standard company rates.

The above Schedule is valid through June 30, 2026 and may be adjusted thereafter to account for CPI changes, as mutually agreed upon.

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Litigation Claims Statement

To confirm, TRB does not have any litigation or claims threatened, pending, or filed, or filed then settled, in the past five years, or for the life of the firm.

Project Completions Statement

Also to confirm, TRB does not have any projects where it failed to complete any work awarded in the past five years, or for the life of the firm.

Financial Stability

To confirm, TRB has experienced continued growth in its nearly 20 years in business, is in sound financial standing, and has a firm footing in the municipal consulting industry.

- Of note, TRB has successfully provided Community Development Department Support Services to the City of Benicia since 2007

Also to confirm, if selected, TRB is prepared to provide financial statements for the last 3 fiscal years if requested.

City Insurance Requirements Verification

As evidence of our firm's ability to meet the City of Benicia's insurance requirements as described in the Professional Services Agreement, a copy of our Certificate of Liability Insurance which is currently on file with the City of Benicia is included on the following page. To confirm, all requested coverage types and amounts are accounted for on our current and upcoming renewal certification [Please note, total Auto Liability Coverage totals $3 million, given Umbrella Liability Policy of $2 million in concert with $1 million Auto Liability Policy]

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/06/2024

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	CONTACT NAME: David Saechao-RM
The Liberty Company Insurance Brokers Lic #0D79653 5955 De Soto Ave, Ste 250 Woodland Hills CA 91367	PHONE (A/C, No, Ext): (888) 918-3960 FAX (A/C, No): E-MAIL ADDRESS: David.Saechao@libertycompany.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
TRB AND ASSOCIATES 3180 CROW CANYON PL #216 SAN RAMON CA 94583	INSURER A: Continental Casualty Company	20443
	INSURER B: Valley Forge Ins Co	20508
	INSURER C: Transportation Insurance Co	20494
	INSURER D: Chubb National Insurance Company	10052
	INSURER E: U. S. Specialty Insurance Co.	29599
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL2411541740 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER: Cyber			2097186534	11/10/2024	11/10/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Each occur/aggregate	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO X OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			7013446068	11/10/2024	11/10/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $ 5,000
C	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			7036238862	11/10/2024	11/10/2025	EACH OCCURRENCE AGGREGATE X PER STATUTE OTH-ER	$ $ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y N/A If yes, describe under DESCRIPTION OF OPERATIONS below			71815616	12/18/2024	12/18/2025	E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Professional Liability			USS2435165	11/10/2024	11/10/2025	Each claim Aggregate Retention	2,000,000 2,000,000 25,000

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

Re: Proof of Insurance

CERTIFICATE HOLDER	CANCELLATION
TRB and Associates Todd Bailey 3180 Crow Canyon Place,Ste 216 San Ramon CA 94583	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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Relevant Project Experience

TRB staff members have extensive experience providing plan review, building inspection, permitting and other Building Safety and Public Works support activities to municipal agencies. To help demonstrate our depth of knowledge, please find the following large projects profiled for your reference. Please note that additional project experience information and references follow the profiled projects.

RELATED Santa Clara Mixed Use Project | Agency: City of Santa Clara, CA

Valuation: $9 billion
Completion Date: Pending
Project address/location: Santa Clara, CA
Project contact person: City of Santa Clara; David Tran SE, Asst. CBO, (408) 615-2436
Scope of work: Combination Code Compliance Plan Review, including Grading & Drainage
Highlighted Key Team Members: Todd Bailey, Dan McLaughlin, Paul Armstrong, Dominic Ma, Karin Kuffel, Jim Johnson.

TRB was selected by the City of Santa Clara to provide Life Safety, Disabled Access, Structural MEP, Energy, Green Building, Civil, Stormwater, and Grading construction code compliance services, including Alternate Material and Methods support for Phase One of the Related Santa Clara multi-phased, mixed-use project.

The project at projected full build out (ie all phases) consists of 9.2 million square feet of mixed-use development with commercial office, retail / entertainment including a food market, 1,680 residential units, 700 hotel rooms, parking facilities, new open space, and roads, new / upgraded / expanded infrastructure and utilities, and approximately 5 million square feet of corporate office space. The first phase of the project comprises an 850,000 sf garage with 2 high rise towers, 1 mid-rise building, and multiple low rise structures located above (podium construction).

Santa Clara Square Mixed Use Development Project | Agency: City of Santa Clara, CA

Valuation: $200 million
Completion Date: 2019
Project address/location: Santa Clara, CA
Project contact person: City of Santa Clara; David Tran SE, Assistant Building Official, (408) 615-2436
Scope of work: Combination Code Compliance Plan Review
Highlighted Key Team Members: Todd Bailey, Dan McLaughlin, Dominic Ma, Jim Johnson

TRB provided combination plan review support to the City of Santa Clara for a series of Mixed Use, Residential, and Parking structures on the project. Reviewed project elements included the following:

New Building 1 + Garage:		New Building 2 + Garage:		Parking Garages: Buildings 3, 4 & 5:	
Occupancy Group:	R-2/S-2/A-3/M/B	Occupancy Group:	R-2/S-2/M/B	Occupancy Group:	S-2
Type of Construction:	IIIA/IA	Type of Construction:	IIIA/IA	Type of Construction:	IA
Number of Stories:	5	Number of Stories:	5	Number of Levels:	6
Floor Area Building 1:	400,000 sf	Floor Area Building 2:	385,000 sf	Floor Area:	525,000 sf

The Veranda Shopping Center | Agency: City of Concord, CA

Valuation: $75 million
Completion Date: 2019
Project address/location: Concord, CA
Project contact person: City of Concord; Ryan Pursely, PE CBO, Building Official, (925) 671-3173
Scope of work: Combination Code Compliance Plan Review and Inspector of Record
Highlighted Key Team Members: Todd Bailey, Dan McLaughlin, Dominic Ma

TRB provided comprehensive Plan review and Inspection services on the construction of this 6-anchor store shopping center which encompassed core and shell; assembly, retail, and business use tenant improvements. The project includes 12 buildings of various building types (concrete tilt-up, masonry, steel frame, and wood frame construction) having a combined area of 375,000 s.f.

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Dual Tower 26-Story and 8-Story Mixed-Use Buildings | Agency: City of Oakland, CA

Valuation: $200 million
Completion Date: In Progress
Project address/location: Oakland, CA
Project contact person: Alain Placido SE | Supervising Civil Engineer
Scope of Services Provided: Combination Code Compliance Plan Review
Highlighted Key Team Members: Todd Bailey, Dan McLaughlin, Dominic Ma, Karin Kuffel, Jim Johnson

TRB provided Life Safety, Disabled Access, Structural, MEP, Energy, and Green Building code compliance services Code Compliance Plan for a 26-Story Type 1 podium tower with 270 market rate apartment units and accompanying 8-story mid-rise 90 unit affordable apartment building. Both buildings sit on a concrete podium. The podium includes 1 level above and 2 levels below grade, containing parking at all levels and community and retail functions at grade. Occupancy Groups: A, B, F-1, R-2, S-1, S-2.; Type of Construction: I-A; Number of Stories: 26 Building 1, 8 stories Building 2.

UC Davis Health – Aggie Square Mixed-Use Project | Agency: UC Davis Health

Valuation: $1.3 billion
Completion Date: In Progress
Project address/location: Sacramento, CA
Project contact person: UC Davis Health; Paul Menard RA, Building Official, (916) 734-7416
Scope of work: Fire Life Safety, Disabled Access, MEP Code Compliance Plan Review
Highlighted Key Team Members: Todd Bailey, Dan McLaughlin, Paul Armstrong, Dominic Ma, Jim Johnson, Jeff Brooks, Jim Begley

TRB was selected to provide Building and Fire Plan Review Services for the Aggie Square Project expansion of the UC Davis Medical Center from 3.5 to 6.2 million sf. The project consists of three high-rise towers and a separate mixed-use building (1.2 million s.f. portion). This multi-phase project includes research, laboratory, housing, and commercial components.

Sacramento Convention Center Expansion & Renovation | Agency: City of Sacramento, CA

Valuation: $240 million
Completion Date: 2021
Project address/location: Sacramento, CA
Project contact person: City of Sacramento; Daniel Valencia PE, Sr. Engineer (916) 808-7877
Scope of work: Combination Code Compliance Plan Review
Highlighted Key Team Members: Todd Bailey, Dan McLaughlin, Dominic Ma, Karin Kuffel, Jim Johnson, Jim Begley

TRB was selected to provide combination Plan Review for the large-scale and high-profile expansion (245,000 s.f.) and renovation (200,000 s.f.) of the Town's convention center facility. TRB reviewed the project for adherence to adopted building standards codes in Life Safety, Structural, MEP, Accessibility disciplines. TRB's scope of work included regularly scheduled telecommunication meetings to ensure schedule alignment. In addition, our firm was engaged in the evaluation of Alternate Materials and Methods requests to address several performance-based design elements on the project. Our review included assessment of a fire modeling study presented as part of the performance-based design consideration.

Monterey Bay Aquarium Learning Center | Agency: City of Monterey, CA

Valuation: $42 million
Completion date: 2019
Project address/location: Monterey, CA
Project contact person: City of Monterey; John Keuhl, Building Official(ret); Ph: (831) 646-5642
Scope of work: Combination Code Compliance Plan Review
Highlighted Key Team Members: Todd Bailey, Dominic Ma.

TRB was selected by the City of Monterey to provide complete plan review for this 25,000 s.f. 4 story concrete (Construction type 1B) learning center.

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Plan Review Experience

The following is a partial list of plan review projects worked on by our staff members. The project valuation for all below-referenced projects ranges from $1 million to over $1 billion.

Mixed Use

- Mixed-use Residential/Retail/Parking Garage (230,000 s.f.), Los Altos, CA
- New 39-Story High Rise Building, $110 million, 916 Broadway, Oakland, CA
- Santa Clara Square Project, $200 million, Santa Clara, CA
- Mixed-use Residential/Office, 630 I Street, Sacramento, CA
- Inglewood NFL Stadium, $1 billion, Inglewood, CA
- Agora Mixed Use Building, 1500 Newell Avenue, Walnut Creek, CA
- Anaheim Regional Transportation Center, Anaheim, CA

Government / Civic

- Packard Foundation Project, Los Altos, CA
- Veteran's Administration, Menlo Park Campus
- Sacramento Convention Center Expansion, $240 million, Sacramento, CA
- Anaheim Convention Center Expansion, Anaheim, CA
- Fire Station Remodel & Addition (12,000 s.f.), County of Marin, CA
- Performing Arts Center, County of Marin, CA
- Sonoma Academy School (99,000 sf), Santa Rosa, CA

Residential / Residential Care Facilities

- The Terraces Phase II (Res. Care Facility), Los Altos, CA
- Atria Senior Living (Residential Care Facility), Walnut Creek, CA
- Campus Crest Apartment Complex (240,000 s.f.), Sacramento, CA
- Brio Apartments, Walnut Creek, CA
- Arroyo Apartments, Walnut Creek, CA
- Valley Vista Senior Housing Complex (Res. Care Facility), San Ramon, CA

Biotechnology / Healthcare

- UC Davis Health System, Aggie Square Project, $1.3 billion, Sacramento, CA
- Kaiser Medical Office Building 2, $100 million, Redwood City, CA
- UC Davis Heath System, Midtown Clinic (100,000 s.f., I2.1 & B occs), Sacramento, CA
- Varian Inc. New Medical Research Facility (44,000 s.f.), Walnut Creek, CA
- Marin Health Campus - Buildings A-E, County of Marin, CA
- Children's Hospital TI, $37 million, Walnut Creek, CA

Commercial

- Macys Major Renovation & Addition, Walnut Creek, CA
- Major Office Remodel (Three 40,000 s.f. buildings), Pleasant Hill, CA
- Organic Material Composting Facility, $120 million, San Leandro, CA
- Santa Clara Bay Aquarium Learning Center, $42 million, Santa Clara, CA
- New Charles Schwab Building, 1231 S. California Blvd, Walnut Creek, CA
- New 6 Story Tech Campus Building, San Leandro, CA

Industrial and Power Plant Cogeneration Facilities

- Lodi Energy Center Project (300 MW), Lodi, CA
- Russell City Energy Center Project (560 MW), Hayward, CA
- Almond 2 Power Plant (300 MW), Ceres, CA
- Walnut Creek Energy Park (500 MW), Industry, CA
- SPG Solar Depot Park, Photovoltaic Array (2.1 MW), Sacramento, CA
- Shiloh Wind Farm (150 MW, 100 Turbines), Solano County

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Inspection / Code Enforcement / Building Department Administration Experience

The following is a partial list of Inspection and Administrative assignments worked on by our staff members:

- **Building Official:**
  County of San Mateo, City of Concord, City of Oakley, California Energy Commission, City of Coronado, City of Signal Hill, City of Whittier, City of El Cerrito
- **Inspection:**
  City of Los Altos, City of Palo Alto, City of Sacramento, City of Vacaville, City of Richmond, City of Concord, County of Butte, City of Fairfield, City of San Ramon, City of Dixon, Town of Danville, City of El Cerrito, City of Oakley, County of San Mateo
- **Code Enforcement and Multifamily Inspection:**
  City of Petaluma, County of Solano, City of Concord, City of Antioch, City of Benicia
- **Permit Technician:**
  City of Los Altos, City of Santa Clara, City of Sacramento, County of San Mateo, City of Redwood City, City of Vallejo, City of Concord, City of Palo Alto
- **Delegate CBO Services: California Energy Commission:**
  Lodi Energy Center Project, Lodi, CA, Almond 2 Power Plant, Ceres, CA, Russell City Energy Center Project, Hayward, CA

Civil Engineering / Grading / MWELO Plan Review & Inspection Support Experience

TRB's experience providing Civil Engineering Plan Review and Inspection includes the following agencies:

- **City of Benicia**
- City of Santa Clara
- City of Burbank
- County of San Mateo
- City of Oakland
- City of Los Altos

Representative Client List

TRB staff members have extensive experience working with public agencies in California. The following is a partial list of Northern California local and State agencies served by our staff members.

LOCAL AGENCIES – NORTHERN CALIFORNIA		
City of Concord	City of Benicia	City of Richmond
City of Palo Alto	City of Redwood City	City of Sunnyvale
City of San Jose	City of Millbrae	City of San Leandro
City of Daly City	City of Burlingame	City of Walnut Creek
City of Sacramento	City of Lathrop	City of Fairfield
City of Roseville	City of Davis	County of Butte
City of Pleasanton	City of Dublin	County of Placer
City of Brentwood	City of Santa Clara	County of Sacramento
City of Pleasant Hill	City of Pinole	County of Marin
City of Hayward	City of Los Altos	County of San Mateo
City of El Cerrito	City of Martinez	County of Sonoma
STATE AGENCIES		
California Energy Commission	Division of the State Architect	Judicial Council of California
HCAi/OSHPD	UC Davis Health	UC Berkeley

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Agreement Requirements

To confirm, TRB has reviewed and agrees to sign City's Professional Services Agreement substantially similar to the form of Professional Services Agreement attached to the RFP. Also to confirm, upon contract award, TRB will register with the City's digital insurance tracking platform.

Forms

TRB's completed Proposal Authorization Form (Exhibit D) is included on the following page.

Exhibit D

PROPOSAL AUTHORIZATION

NAME OF RESPONDENT TRB and Associates, Inc.

1. The above-named Respondent is a Respondent to the Request for Qualifications / Request for Proposals of the City of Benicia for professional services to prepare [on-call building staff augmentation] and possesses the legal authority to submit this Proposal.

2. The undersigned is authorized to conduct all negotiations for and legally bind the Respondent in all matters relating to this Proposal submittal.

3. The undersigned has reviewed, understands, is able to comply with and agrees to be bound by the General Conditions Governing the RFP described in Section 7 of the RFP.

4. The undersigned grants the City a right to conduct reference checks and reasonable investigation of all information provided by Respondent.

5. The undersigned certifies that this Proposal is irrevocable until 120 days after its submission date.

Signature: Todd Bailey

Print Name: Todd Bailey

Title: President and Secretary

Date: April 14, 2025

Docusign Envelope ID: CFC80713-4685-4B4C-86DD-30E8203802B7

26-028

PROFESSIONAL SERVICES MASTER AGREEMENT (BUILDING SAFETY SPECIALITY REFINERY PROFESSIONAL SERVICES)

BETWEEN

CITY OF BENICIA AND

TRB and Associates, Inc.

This Professional Services Master Agreement ("Agreement") is dated July 1, 2025, and is by and between the City of Benicia, a political subdivision of the State of California ("CITY") and TRB and Associates, Inc., a California Corporation located at 3180 Crow Canyon Place, Suite 216, San Ramon, California 94583, licensed to do business in California, ("CONTRACTOR") relating to TRB: Building Safety Specialty Refinery Services - Master Service Agreement (FY26-27) Services (“Services").

1. Agreement

1.1. 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 by the City Manager, or designee who is hereby authorized to execute any Task Order and issue a Notice to Proceed, without further action by the City Council, provided the Task Order is within the total authority of this Master Service Agreement. Amendments to this Master Service Agreement require City Council approval.

Specialty Refinery Services may include, but not be limited to:

A. Annual Permit - Project Management

B. Annual Permit - Inspections

C. Industrial Inspections

D. Industrial Plan Review

E. Rapid Response Services

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.

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1.2. Term of Agreement

A. This Agreement will conclude on June 30, 2027 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.

1.3. 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.

1.4. Compensation

CONTRACTOR shall be compensated, a total value not to exceed $325,000 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 not to exceed 5% or the current year's February change of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Francisco-Oakland-Hayward, CA index, whichever is lower, and must seek CITY's authorization for rate changes. 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.

1.5. 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 in excess of $1,000.00, where prevailing wages are required by 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 City's Public Works 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 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. CONTRACTOR 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 CONTRACTOR shall pay federal Davis Bacon wages and comply with applicable federal requirements.

B. 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.

C. CONTRACTOR, where applicable, 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.

1.6. 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. **Patent Rights, Copyright, Trade Secrets:** CONTRACTOR 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.

C. **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 artd will survive termination of this Agreement.

D. **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.

E. **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.

F. **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

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Agreement in favor of the CITY and the Indemnitees in the exact form and substance as those contained in this Agreement.

G. **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 al I 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

1.7. 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.

1.8. 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.

1.9. 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

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services, or expenses, except for reasonable administration expenses, incurred by CONTRACTOR by reason of such suspension.

1.10. 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 based on a final invoice from the CONTRACTOR.

1.11. 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 I 101, 1102and1102.1; 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.

1.12. 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:

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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. § l8700(a) (2))

1.13. 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.

1.14. 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.

1.15. 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.

1.16. 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.

1.17. 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.

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1.18. 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.

1.19. 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.

1.20. 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.

1.21. 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: Stacy Hofacre

Senior Management Analyst

shofacre@ci.benicia.ca.us

To Contractor: Todd Bailey

Principal

tbailey@trbplus.com

1.22. 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.

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1.23. 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.

2. Insurance Requirements

2.1. INSURANCE REQUIREMENTS

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated July 1, 2025, by and between TRB and Associates, Inc., hereinafter referred to as "Contractor", and the City of Benicia, hereinafter referred to as "City", providing for professional services.

2.2. 1. Contractor's Duty to Show Proof of Insurance

Contractor, 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 Contractor's acts, errors, or omissions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Contractor shall not perform any work under this Agreement until Contractor 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, Contractor 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, Contractor 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. Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or City as an additional insured.

2.3. 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

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for liability arising out of Contractor'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. Contractor 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.

2.4. 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.

2.5. Workers' Compensation Insurance

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

2.6. 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.

2.7. 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.

2.8. Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Contractor, at Contractor'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.

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2.9. Insurance terms and conditions:

3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Contractor shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Contractor 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. Contractor 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 Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor 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 Contractor is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Contractor'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 Contractor'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 Contractor 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 Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor. City, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Contractor agrees to reimburse City for

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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 Contractor 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 Contractor and its Subcontractors shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Contractor's fees under this Agreement (and the fee of its Subcontractors under Subcontractor agreements) shall be reduced by the amount of insurance premiums that may be avoided by Contractor and its Subcontractors 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 Contractor's and Subcontractors policies. Construction Manager and its Subcontractors shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

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

"TRB and Associates, Inc." By: Signed by: Todd Bailey 075F0172DECE462... 6/19/2025

Todd Bailey

Its: President

"City" By: _____

Its: _____

"Department" By: _____

Its: _____

"City Attorney" By: _____

Its: City Attorney

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Exhibits List

A - Scope of Work

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Exhibit A

Scope of Work

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April 21, 2025

Proposal to provide to the

City of Benicia

ON CALL BUILDING SAFETY SPECIALTY REFINERY SERVICES

[RFP# 25-071]

CONTACT
Todd Bailey, PE, LEED AP, CASp, MBA
Principal-in-Charge
925.866.2633
tbailey@trbplus.com

OFFICE LOCATIONS
San Ramon
Sacramento
Burlingame
Santa Clara
Long Beach
Las Vegas

TRB + Associates

www.trbplus.com

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April 21, 2025

Rachel O'Shea, Deputy Community Development Director | Building Official
City of Benicia | 250 East L Street | Benicia, CA 94510

SUBJECT: TRB and Associates Proposal to Provide On-Call Building Safety – Specialty Refinery Services

Dear Ms. O'Shea:

TRB and Associates, Inc. (TRB) is pleased to submit this Proposal to Provide On-Call Building Safety – Specialty Refinery Services for your consideration. We have reviewed the contents of the City's RFP and are prepared to provide the requested scope of services. We look forward to the opportunity to build on our over 18-year work partnership with the City of Benicia Building and Safety Division providing On-Call Building Safety and Public Works Professional Services.

For this engagement, **Todd Bailey, P.E., CASp, LEED AP, and MBA** will continue to serve as the **Project Manager** responsible for ensuring timely delivery of quality support services. To confirm, Todd will be managing all services provided to the City from TRB's San Ramon office. Of note, Todd has over 18 years of personal experience providing Building and Safety support services to the City of Benicia. The balance of our proposed key staff is identified within our proposal response.

TRB provides Plan Review, Inspection, Delegate Chief Building Official, and CASp services to municipal building and public works departments throughout California. Our corporation, which comprises over 75 team members, was established in 2006 and has been a growing business since its founding. We specialize and serve exclusively in the code compliance role. We would like to highlight the following about the company:

- Our firm is engaged to provide as-needed Building Department and related services to over 75 municipalities in Northern California: including the City of Benicia. As a result, our team is very familiar with the many region-specific considerations that need to be considered when evaluating code compliance including flood zone, seismic design, wind exposure, soil/liquefaction, wildland urban interface, and landslide criteria.
- As a value-added service, Paul Armstrong will be available to provide code training to City staff and all invited guests on the California Building Codes Standards if desired by the City.
- The staff of TRB includes licensed Civil, Structural, Mechanical, Fire Protection, and Electrical Engineers; Architects; and ICC, CASp, LEED®, and SAP certified individuals who have an average 25 years of experience in the architecture-engineering-construction industry.
- Our staff are active in industry organizations such as ICC, CALBO, CBOAC, ASCE, and SEAOC. Of note, TRB+'s roster includes three ICC Chapter Presidents and a CBOAC Board Member.
- Our firm was recognized as Industry Member of the Year by the County Building Officials Association of California (CBOAC) in 2019.
- We have a strong track record of producing quality results and meeting turnaround goals, and a track record to which our clients will attest.

Our firm looks forward to the opportunity to continue to assist the City of Benicia as a Building Safety Services provider and is prepared to enter into an agreement with the City immediately. In the documentation provided, you will find background information on the company, our building & fire life safety service offerings, representative project experience, professional references, and a fee schedule for your review. To confirm, proposed prices shall be in effect for one hundred twenty (120) days from the date of Price Proposal submission. If you have questions or need further information, please do not hesitate to contact **Todd Bailey** by phone at **(925) 866-2633** or by email at tbailey@trbplus.com. To confirm, I am authorized to bind the firm contractually. We look forward to hearing your feedback soon.

Sincerely,

TRB + ASSOCIATES, INC.

Todd Bailey, P.E., LEED AP, CASp, MBA
ICC Certified Building Plans Examiner + Combination Commercial Inspector | Principal & Project Manager
President & Secretary

ICC PREFERRED EDUCATION PROVIDER

Corporate Office
3180 Crow Canyon Place, Ste 216
San Ramon, CA 94583
Tel: 925.866.2633

Silicon Valley Office
1265 El Camino Real, Ste 209
Santa Clara, CA 95050
Tel: 408.642.1068

Burlingame Office
433 Airport Blvd, Ste 209
Burlingame, CA 94010
Tel: 925.866.2633

Sacramento Office
3841 N. Freeway Blvd, Ste 209
Sacramento, CA 95834
Tel: 916.384.0900

Southern California Office
4182 N Viking Way, Ste 213
Long Beach, CA 90808
Tel: 562.566.4144

Las Vegas Office
5955 Edmond Street, 1F
Las Vegas, NV 89118
Tel: 702.760.5881

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Company Overview

TRB and Associates, Inc. (TRB) is a California-based building and fire life safety services Corporation with offices in San Ramon, Sacramento, Burlingame, Santa Clara, Long Beach, and Las Vegas. Our firm provides Plan Review, Inspection, Building Department Administration, Delegate Chief Building Official, Disabled Access (CASp) Consulting services to public agencies throughout California.

TRB was established in 2006 and has been a growing business since its founding. The firm is owned by its Principal-in-Charge Todd Bailey, PE, LEED AP, CASp, MBA who has 30 years of experience working in the Building Safety field in California. Our over 75 team members have an average of 25 years of experience in the Architecture-Engineering-Construction industry, encompassing building safety and related services across a full range of code disciplines.

Range of Services

- ✓ Building and Fire Plan Review
- ✓ Building and Fire Inspection
- ✓ Building Department Administration
- ✓ Code Enforcement Inspection
- ✓ Consulting Chief Building Official
- ✓ Disabled Access (CASp) Consulting
- ✓ Building Standards Codes Training
- ✓ Civil & Planning Plan Review and Inspection

Capacity and Resources

TRB has extensive resources and a large pool of licensed engineers and certified building safety experts, equipped to handle a wide range of building department needs. The majority of our services are delivered on an as-needed, ongoing basis. Having a large pool of resources allows us to accommodate existing and future workload effectively. To confirm, we do not have any current or anticipated engagements which would affect our ability to staff for this assignment - we are committed to supporting the City of Manteca and have resources available for the anticipated needs noted in the City RFP.

Qualifications and Technical Capabilities

TRB team members possess multiple certifications and registrations to assure compliance with all requirements mandated by the State and local jurisdiction ordinances. Our team comprises of individuals who are either engineers or architects licensed in the State of California, or who possess ICC certifications in their respective disciplines. Of note, our team includes 8 licensed Structural Engineers. In addition, our staff includes 4 LEED® Accredited Professionals and 6 CASp certified individuals. Most of our staff possesses a combination of these industry-recognized credentials. Information on the qualifications of our proposed personnel and an Organizational Chart is provided in later Sections of our Proposal.

Our staff members are regular instructors and attendees at construction code and standards training offered through the local ICC Chapters, CALBO, CBOAC, SEAOC, AISC, ASCE, NFPA and other building industry organizations. In addition, several of our staff members are current or past board members with industry organizations and as such, are aware of many aspects of the development of relevant construction codes. Staff experience encompasses a full range of construction types and occupancies including the following:

- ✓ ADUs and JADUs
- ✓ Photovoltaic Systems
- ✓ Assembly Occupancies
- ✓ Commercial Tenant Improvements
- ✓ Detention Facilities
- ✓ Distribution Centers
- ✓ Hotels
- ✓ Industrial/Storage Warehouses
- ✓ Manufacturing Facilities
- ✓ Medical Office Buildings
- ✓ REACH Code Projects
- ✓ Battery Energy Storage Systems
- ✓ Mixed-Use Projects
- ✓ Multi-Family Dwellings
- ✓ Office Buildings
- ✓ Parking Structures
- ✓ Power Plant Facilities
- ✓ Recreation/Gymnasium Facilities
- ✓ Restaurants
- ✓ Logistics Centers
- ✓ Gas Stations
- ✓ Cannabis Facilities
- ✓ Hazardous Chemical Facilities
- ✓ High Rise Buildings
- ✓ Hospitals
- ✓ Retail Centers
- ✓ Schools
- ✓ Single Family Dwellings
- ✓ Sports Arenas
- ✓ Theaters

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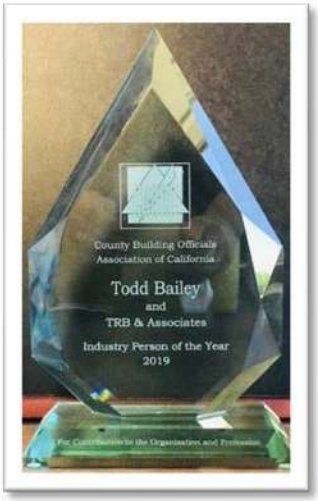
Customer Service Philosophy

TRB's customer service philosophy is simple; provide consistent quality services and represent our clients to the best of our ability. The achievement of the City's goals is at the heart of the services we provide. We have been able to consistently meet our clients' goals by implementing the following principles:

- ✓ Garnering a problem-solving attitude
- ✓ Gaining awareness of the issues that affect the community
- ✓ Applying the right expertise in a responsive manner

What you can Expect from Us



Experience

- Comprehensive understanding of the California Building Standards Codes
- Average 25 years' experience

Quality Work

- High technical competence and solutions oriented
- Balanced approach to application of adopted Codes & Standards

Responsiveness

- Close proximity to City Offices
- Staff available on 24/48-hour notice
- Critical-path awareness
- Effective workflow policies and procedures
- Emergency Response Ready

Teamwork

- Consider us your Partner – We work with you

What Sets Us Apart

TRB has a strong track record of production quality results, meeting turnaround goals and client satisfaction. Ask our clients:

> *"TRB has performed Plan-Check services for [our City] for many years now. They review 75% of all my external plan reviews, I can honestly say their services are excellent. I have used several companies over the last 23 years, TRB has outperformed them all. TRB remains responsive and in control, they meet with me and our clients when requested and constantly put in the extra effort to ensure positive outcome."* - California Municipal Chief Building Official

Our Commitment

In our firm's nearly 20 years in business, we have assembled a team of professionals that have been committed to the success of our clients. As the organization continues to grow, we have maintained our core belief in providing a welcoming environment, training, and promotional opportunities, and providing the best service possible to our clients. With TRB, the City of Benicia will continue to receive an experienced team who understands the needs of public agencies and takes pride in delivering outstanding service. Consider us your partner, and as such we are always on call and always available for everything from simple brainstorming sessions to representing you during meetings with stakeholders.

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Subconsultants

TRB will be teaming up with two subcontractor firms for this project: **Provost & Pritchard Consulting Group** and **TERP Consulting**. TRB has excellent working relationships with both subconsultant firms, and we have teamed with each successfully on municipal support assignments.

Provost and Pritchard Consulting Group (P&P) will be prepared to provide civil engineering support services on the project. TRB is currently teaming with the firm to provide grading plan reviews for the RELATED Santa Clara Project. P&P has been providing engineering services for over 50 years and possesses over 200 employees throughout California.

KEY PROJECT MEMBERS: Michael Osborn, PE, LEED AP; Brayden Lovik, PE

TERP Consulting will be prepared to provide fire protection engineering and plan review support on the project. TRB has teamed with TERP Consulting on many large-scale projects including the $1.5 billion UC Davis Health Aggie Square and RELATED Santa Clara projects. TRB's work history with TERP spans over 10 years. The firm has extensive experience in fire protection engineering including fire protection systems, master egress systems, fire hazards analysis, and smoke control systems assessments on large-scale construction projects.

KEY PROJECT MEMBERS: Jim Begley FPE, CFM, LEED AP; Bryan Douglass, FPE

TRB and Associates Office Locations:

CORPORATE OFFICE
3180 Crow Canyon Place, #216
San Ramon, CA 94583
Phone: (925) 866-2633

SOUTHERN CALIFORNIA OFFICE
4182 N. Viking Way #204
Long Beach, CA 90808
Phone: (562) 566-4144

SILICON VALLEY OFFICE
1265 El Camino Real, 209
Santa Clara, CA 95050
Phone: (408) 642-1068

BURLINGAME OFFICE
433 Airport Blvd, #209
Burlingame, CA 94010
Phone: (925) 866-2633

SACRAMENTO OFFICE
3841 N. Freeway Blvd, #136
Sacramento, CA 95834
Phone: (916) 384-0900

LAS VEGAS OFFICE
5955 Edmond Street, 1F
Las Vegas, NV 89118
Phone: (702) 760-5881

Subcontractor Office Locations

Provost and Pritchard
455 W Fir Avenue, Clovis, CA 93611
Phone: (559) 449-2700
Brayden Lovik, PE, Sr. Engineer
BLovik@ppeng.com

TERP Consulting
6080 Center Drive, Suite 646 | Los Angeles, CA 90045
Phone: (213) 459-5781
James Begley, PE, FSPE, CFM
jbegley@terpconsulting.com

Proposal Contact Information

All correspondence and questions related to this proposal may be directed to our Principal-in-Charge and designated Project Manager, Todd Bailey, via email, fax, telephone, or direct mail. Our project manager and other TRB staff are readily available to meet with applicants and City staff in-person at City Hall or virtually upon request.

Todd Bailey, PE, LEED AP, CASp, MBA
Principal & Project Manager
T (925) 866-2633
F (925) 790-0011
tbailey@trbplus.com

Corporate | Project Office Location
TRB and Associates, Inc.
3180 Crow Canyon Place
Suite 216
San Ramon, CA 94583

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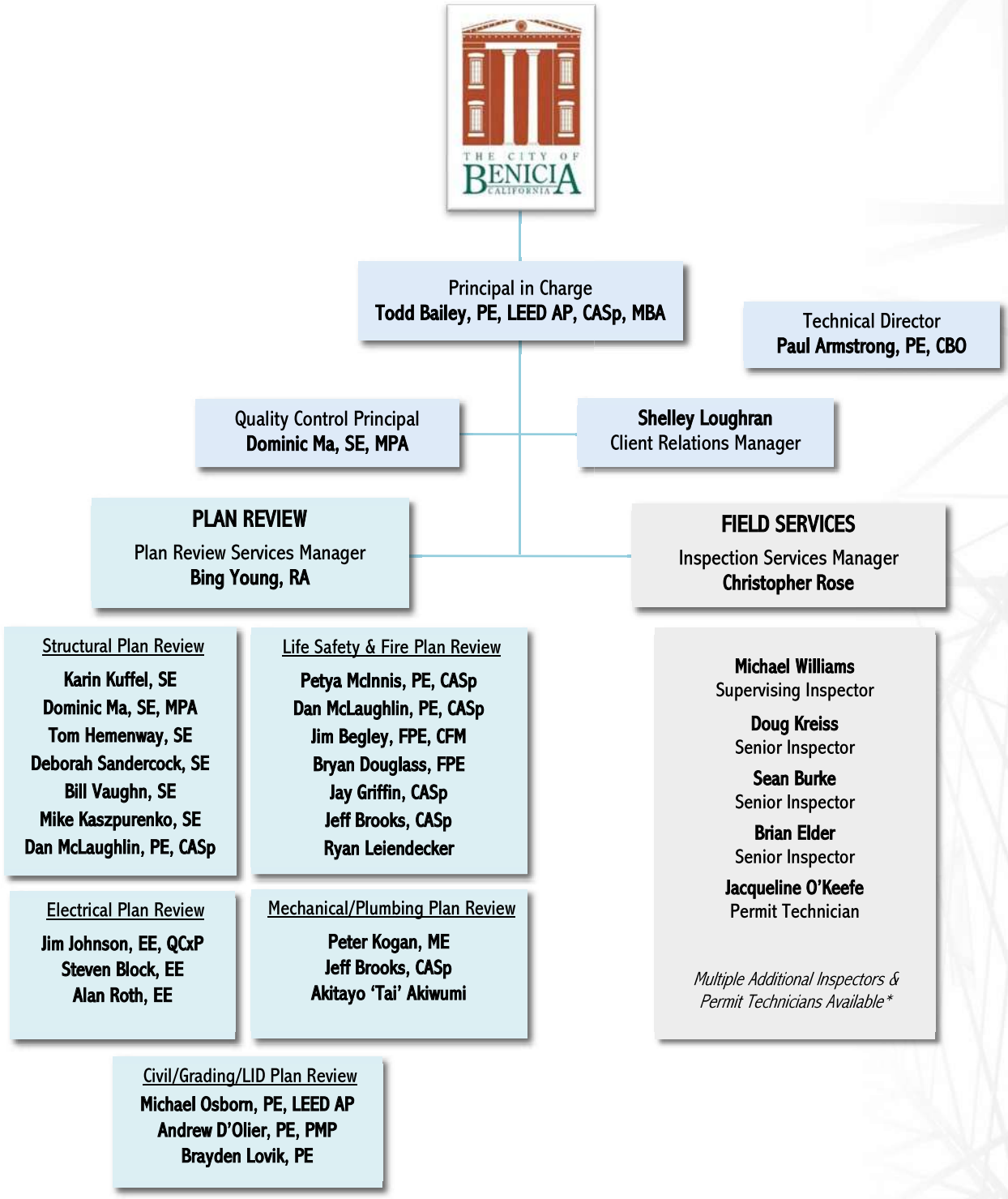
Project Organization Chart

The following **Organizational Chart** identify those individuals who may be assigned to this project. Please note that full **Resumes** for each listed individual listing project experience, licenses & certifications, and work history are included in the Resumes section of this proposal.



* Please note that information on additional staff members is available upon request.

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Description of Responsibilities of Key Personnel

Mindful of the potential complexity of projects in the City of Benicia, TRB has assembled a team with exceptional qualifications and attentiveness to quality and schedule. Our proposed team is comprised of senior-level professionals who have worked together across many projects and who possess extensive municipal support experience. We are pleased to be able to present a team with this combination of interpersonal familiarity and extensive industry experience.

PROJECT LEADERSHIP

Todd Bailey, PE, LEED AP, CASp, MBA, our company Principal and Founder, is prepared to continue to serve in the role of **Project Manager**. Todd has over 25 years of experience in the industry which includes serving as a Delegate Chief Building Official/Project Principal on over 20 large-scale fast-track design build projects in California having a combined valuation of over $30 billion. Of note, Todd's experience includes overseeing support services provided on the $9 billion RELATED Santa Clara project. Todd will work closely with our team to ensure that project goals are met and that findings are communicated in a timely and clear manner.

PLAN REVIEW TEAM LEADERSHIP

Our plan review group is led by our **Plan Review Services Manager**, **Bing Young, RA**. Bing possesses extensive experience in plan review on both residential and commercial projects and includes more than 25 years of professional experience in production, project management, construction management, energy, and accessibility analysis.

Senior Plan Review Engineer, Dan McLaughlin, PE, CASp will be available to serve as a senior plan review engineer on this assignment. Dan is a registered Civil Engineer, certified CASp, and ICC Certified Plans Examiner. Dan has been with TRB for over 10 years, specializing in plan review coordination with extensive experience on both complex commercial and residential project types.

Senior Plan Review Engineer, Petya McInnis, PE, CASp has over 24 years of experience in engineering and construction, has expertise in design, plan review, and inspection across residential, commercial, and industrial projects. Formerly a Plan Check Engineer for the City of Fairfield, she ensured code compliance, provided technical supervision, and supported Building Inspectors and Officials with code research. Petya's proactive approach has led to effective solutions, process improvements, and policy changes.

Dominic Ma, SE, MPA serves as our **Quality Control Principal**, responsible for ensuring the technical accuracy of all work performed. Dominic has more than 30 years of experience in reviewing building plans and specifications submitted for building permit applications to assure compliance with adopted building codes and reference standards.

INSPECTION AND FIELD SERVICES TEAM LEADERSHIP

Christopher Rose serves as our **Inspection and Field Services Manager**. Chris has over 20 years of inspection, plan review and administration experience serving in both public and private sector roles on a variety of projects. His experience includes serving as Building Manager for Sonoma County and coordinating document control tasks for the Apple World Headquarters project in Cupertino.

TECHNICAL DIRECTOR & INSTRUCTOR

Our **Technical Director - Paul Armstrong, PE, and CBO - is** available to provide expert code interpretation support and code instruction. With more than 30 years of building safety management experience, Paul teaches regularly for California Building Officials (CALBO). As a Chief Building Official, he managed building plan review, counter assistance, and inspection for numerous California agencies. His previous experience at International Code Council (ICC) included leading the Architectural and Engineering Services Department, International Conference of Building Officials (ICBO) Technical Services Department.

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Team Members - Experience Matrix

The following matrix lists our proposed personnel with their license and certification information. Please note that full Resumes for each is included in the Resume Section of our proposal.

NAME	ROLE	YEARS OF RELEVANT EXPERIENCE	QUALIFICATIONS & LICENSES
PROJECT LEADERSHIP			
Todd Bailey, PE, CASp, MBA, LEED	Principal-In-Charge	27	Registered Civil Engineer – California, Hawaii ICC Building Plans Examiner ICC Commercial Combination Inspector LEED Accredited Professional DSA Certified Accessibility Specialist (CASp)
Dominic Ma, SE, MPA	Quality Control Principal	30	Registered Structural Engineer – California Registered Civil Engineer – California ICC Building Plans Examiner
Bing Young, RA	Plan Review Services Manager	25	Registered Architect – California
Christopher Rose	Inspection Services Manager	20	ICC California Commercial Building Inspector ICC Commercial Building Inspector ICC Residential Building Inspector ICC California Residential Building Inspector ICC Residential Plans Examiner
Shelley Loughran	Client Relations Manager	25	FEMA Incident Command System, National Response Network
Paul Armstrong, PE, CBO	Technical Director	30	Registered Civil Engineer – California ICC Certified Building Official
PLAN REVIEW			
Structural & Civil			
Karin Kuffel, SE	Sr. Plan Review Engineer	25	Registered Structural Engineer – California Registered Civil Engineer – California
Tom Hemenway, SE	Sr. Plan Review Engineer	30	Registered Structural Engineer – California Registered Civil Engineer – California
Bill Vaughn, SE	Sr. Plan Review Engineer	30	Registered Structural Engineer – California Registered Civil Engineer – California
Deborah Sandercock, SE, CASp	Sr. Plan Review Engineer	25	Registered Structural Engineer – California Registered Civil Engineer – California DSA Certified Accessibility Specialist (CASp)
Mike Kaszpurenko, SE	Sr. Plan Review Engineer	30	Registered Structural Engineer – California Registered Civil Engineer – California
Life Safety and Fire			
Dan McLaughlin, PE, CASp	Senior Plan Review Engineer	10	Registered Civil Engineer – California ICC Building Plans Examiner DSA Certified Accessibility Specialist (CASp)
Petya McInnis, PE, CASp	Senior Plan Review Engineer	22	Registered Civil Engineer – California DSA Certified Access Specialist (CASp) ICC Building Plans Examiner
Jim Begley, CFM, FPE, LEED AP	Fire Protection Engineer	25	Licensed Fire Protection Engineer – California LEED Accredited Professional ICC Certified Fire Marshal ICC Certified Fire Plans Examiner & Fire Inspector
Bryan Douglass, FPE	Fire Protection Engineer	15	Licensed Fire Protection Engineer – California

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NAME	ROLE	YEARS OF RELEVANT EXPERIENCE	QUALIFICATIONS & LICENSES
Jay Griffin, CASp	Sr. Plans Examiner	40	DSA Certified Accessibility Specialist (CASp)
Jeff Brooks, CASp	Sr. Plans Examiner	25	DSA Certified Accessibility Specialist (CASp) ICC CA Commercial Plumbing ICC CA Commercial Mechanical
Ryan Leiendecker	Sr. Plans Examiner	14	ICC Certified Building Official ICC Certified Fire Marshall ICC Building Plans Examiner ICC Building Code Specialist ICC Residential Energy Inspector/Plans Examiner ICC Commercial Energy Plans Examiner ICC Residential Plans Examiner ICC Plumbing Plans Examiner ICC Commercial Building Inspector ICC Residential Building Inspector
Electrical			
James Johnson, EE, QCxP	Sr. Plan Review Engineer	30	Registered Electrical Engineer – Hawaii ICC Certified Electrical Plans Examiner Qualified Commissioning Services Provider(QCxP) Construction Quality Control Reviewer (CQCR)
Steven Block, EE	Sr. Plan Review Engineer	30	Registered Electrical Engineer – California, Nevada, Arizona, Hawaii
Alan Roth, EE	Sr. Plan Review Engineer	30	Registered Electrical Engineer – California
Mechanical / Plumbing			
Aaron Collins, ME, QCxP	Sr. Plan Review Engineer	10	Registered Mechanical Engineer – California Qualified Commissioning Services Provider(QCxP)
Peter Kogan, ME, LEED AP	Sr. Plan Review Engineer	30	Registered Mechanical Engineer – California Certified Energy Manager (CEM), California LEED Accredited Professional
Akitayo 'Tai' Akiwumi	Sr. Plans Examiner	20	ICC Building Plans Examiner ICC Building Inspector ICC Plumbing Inspector
Civil / Grading / LID			
Michael Osborn, PE, LEED AP	Senior Engineer	20	Registered Civil Engineer – California LEED Accredited Professional
Andrew D'Olier, PE, PMP	Associate Engineer	6	Registered Civil Engineer – California Project Management Professional (PMP)
Brayden Lovik, PE	Senior Engineer	15	Registered Civil Engineer – California
INSPECTION AND FIELD SERVICES			
Michael Williams	Supervising Inspector	15	ICC Combination Inspector
Doug Kreiss	Sr. Building Inspector	20	Multiple ICC Credentials
Sean Burke	Sr. Building Inspector	25	Multiple ICC Credentials
Brian Elder	Sr. Building Inspector	20	ICC Building Inspector, IAPMO Plumbing and Mechanical Inspector
Jacqui O'Keefe	Sr. Permit Technician	10	ICC Building Plans Examiner

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Project Understanding & Approach

TRB would like to confirm its intent to provide services in accordance with the Scope of Work identified in the City of Benicia's Request for Proposal (RFP) document. In brief, it is our understanding that the City is seeking qualified consultants to assist with **On-Call Building Safety – Specialty Refinery Services** on a range of project types. It is understood that plan review tasks would comprise reviewing projects for adherence to the City's latest adopted Municipal Codes and Title 24 California Building Standards Codes covering structural, fire prevention, life safety, disabled access, energy conservation, green building, plumbing, mechanical, and electrical provisions.

TRB has reviewed the Scope of Services as outlined in the City's RFP and is prepared to continue to provide On-Call Building Safety Specialty - Refinery Services including:

- ✓ Annual Permit - Project Management
- ✓ Annual Permit - Inspections
- ✓ Industrial Inspections
- ✓ Industrial Plan Review
- ✓ Rapid Response Services

TRB would like to confirm that it has staff appropriately certified to provide the requested scope of services. Also to confirm, all work will adhere to industry standards as determined by the California Code of Regulations, Title 24, and the City of Benicia Municipal Code (BMC). The following reflects our proposed work plan for providing the requested scope of services.

Project Approach Overview

Our approach to this engagement is centered on utilizing experienced staff and fostering open communication between our firm and the City. On an ongoing basis, our Project Manager, **Todd Bailey PE, CASp, LEED AP**, will maintain regular communication with City staff to ensure that we are kept informed of current code interpretations and policies, and to enhance our ability to quickly respond to any issues that may arise during permit counter, document review, and/or inspection activities.

We value the importance of the City's projects and are committed to meeting all project service delivery deadlines. We will diligently document and report all plan review findings, tracking information, and other reports, as required by the City.

Throughout this engagement, our key team members will be available to meet with City staff either via phone or in person to address questions that may come up during the course of a project. Our firm is committed to responding to all inquiries within 1 business day. We encourage discussions via in-person meeting, telecon, and/or WebEx/Zoom or similar formats as agreeable and necessary to achieve the most expeditious results.

Quality Control Assurance

Quality and on-time service are of paramount importance to us. Though we employ only experienced plan reviewers and expect their work to be of a high standard, we have instituted a quality control policy to ensure that this standard is maintained. At the core of our quality control approach is having a "two sets of eyes" policy in place. All work performed by staff is reviewed for quality control by senior members of our team. Our Project Manager and Quality Control Principal, **Dominic Ma SE**, hold primary responsibility for ensuring accuracy and consistency (QA/QC) in the application of adopted codes and standards for any City assignments.

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Building Code Instruction

As an additional service, TRB is prepared to provide Building Code Instruction support to the City in either classroom or field-type settings on a range of technical subjects. **Paul Armstrong PE** is an award-winning California Building Standards Codes instructor whose accolades include being named CALBO Instructor of the Year. Paul is currently providing extensive training on the California Building and Residential Codes to TRB clients, local ICC Chapters, and CALBO Education Week attendees. Paul will be available to provide tailored training for the City and its invited guests upon request.

ICC PREFERRED EDUCATION PROVIDER

Project Workplan

Project Initialization, Scheduling & Management

From our prior experience supporting municipal building departments and divisions, we know that developing a comprehensive understanding of project construction documents and supporting the timely execution of project schedules is of critical importance. To confirm, for any plan review, inspection, or permit technician assignment, TRB members will possess a thorough understanding of all applicable project documents and processes and will be committed to supporting the City with its specific project schedule needs.

Preliminary Meetings and Project Administration

Shortly after the project award, we are prepared to meet to verify project expectations, deliverables, scheduling, and logistical considerations. Our Project Manager will coordinate with our Plan Review and Inspection Services Managers, to allocate plan review, inspection, and permit technician resources appropriately. The Plan Review Manager will be responsible for oversight of all the plan review services provided, and our Inspection Services Manager will be responsible for monitoring and managing any staff augmentation activities. Regular communication between our Project Manager and the TRB team will be ongoing throughout this engagement to ensure alignment of staffing and schedule needs.

Project Communications

We understand that ongoing communication is essential to ensuring project success. We promote and endorse any tools which help enhance communications between all project participants. We have utilized regularly scheduled calls for instance as a means for TRB, designated project owner, constructor, designer representatives, and others to discuss project schedule and critical path, manpower needs, potential challenges, and other related matters. Having these types of communications allows teams to identify when additional support may be needed and how resources may be best allocated to accommodate the project schedule and critical path. Throughout this engagement, our team members will be available to attend meetings with City staff, as well as design, constructor, and owner teams as needed.

Workload Accommodation | Timeliness of Response

It is understood that there are often periods of time when the workload extends beyond what may be normally expected. We would like to highlight that our firm has a system in order to accommodate such peaks without compromising turnaround or quality. We have many qualified and experienced team members who we access to assist at times of high workload or emergency need. In the event of a local, regional, or national emergency or disaster, our assigned staff are ready and available to immediately respond to a disaster and help as needed.

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Plan Review Scope & Approach – Industrial Projects

TRB is prepared to provide as-needed plan review services for industrial, residential, multi-family residential, and commercial projects encompassing building code, electrical, plumbing, mechanical, fire protection, energy, accessibility, and green building standards; as well as grading, drainage, floodplain, wildland urban interface fire severity zone, CASp, MWELO, CFM, stormwater, grading, hazardous materials, and State housing law Title-25 factory-built structure considerations, as applicable.

Our reviews consider all relevant project documentation including plans, specifications, calculations, and other related correspondence to verify conformance to adopted local codes, ordinances, regulations, and standards, and the current editions of the following California Building Standards Codes:

- California Building Code
- California Residential Code
- California Electrical Code
- California Plumbing Code
- California Mechanical Code
- California Fire Code
- California Energy Code
- California Green Building Standards Code

Alternate Material and Methods

TRB recognizes that there are alternate materials and methods of construction that can be used to satisfy and comply with the provisions of the code. Our experience with the use of alternate materials, alternate design and methods of construction enhances our ability to solve specific issues that arise in design and construction.

Electronic Plan Review

To confirm, TRB is prepared to track and communicate all plan review comments and approvals through the City-designated electronic system OpenGov and BlueBeam Studio Session, or any future or anticipated electronic review platform. The staff of TRB has been leaders in the field of digital plan review and workflow management; as such, we have the experience and know-how to efficiently manage the review of electronic documents.

Online Plan Check Status and Records

As highlighted earlier, to facilitate access to plan review findings and status information, TRB is prepared to initiate its Project Website, ***Plan Track Plus®*** for use on this assignment. With our project website, all correspondence issued by our team can be posted and maintained for access by City and designated project stakeholder staff. Our postings can include plan review findings (i.e. approval/comment letters), plan review submittal status information, meeting notes, etc.; all of which may be updated on a daily basis. In addition, if so desired by the City, we can also accommodate incoming electronic document postings (i.e. electronic plans, calculations, RFI's, etc.).

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Plan Review Process

The following process represents an example plan review workflow. Please note that the plan review workflow utilized for the City will align with the City's specific workflow requirements and needs.

Step 1 - Preliminary Discussions:

Prior to beginning our initial plan review project, we are prepared to conduct a meeting or conference call with the City to discuss local code policies, documentation procedures, plan processing protocols, plan review checklist items, and scheduling.

Step 2 - Initial Review:

Upon receipt of a complete set of plan documents, we will perform our plan review in the agreed-upon timeframe, checking for compliance with all applicable code standards. All corrections are identified based on compliance with specified codes and regulations and worded so the designer will know what needs attention and how to respond to the issue stated. To confirm, we will adhere to the City's Plan Review Turnaround timeframes.

In general, plan review turnaround timeframe is ten (10) business days for initial reviews and five (5) business days for rechecks and revisions. Timeframes for large-size projects will be confirmed with City staff prior to proceeding with the review.

Step 3 - Transmittal of Plans and Comment Lists for Plan Review:

At the heart of our approach in delivering our services to you, is the recognition that there must be a coordinated effort to track and coordinate all submittals and requests received. To ensure that submittals are properly coordinated and tracked, TRB and Associates have established an internal plan review coordination process to ensure that each plan received for review is properly handled, processed, and returned on time. Our plan tracking procedures are computerized to track each submittal through the review process and maintain accurate and comprehensive records for each submittal. Upon completion of our review, any comments generated are consolidated into a correction letter in the City's preferred format which is remitted to the City for its reference.

Step 4 - Rechecks:

Upon receipt of the resubmittal package from the applicant, once we have verified that the resubmittal package is complete, we perform a recheck in the agreed-upon timeframe. This process is repeated until the project plan documents are ready to be recommended for approval.

Step 5 - Plan Approval:

When all review comments are satisfied, we will forward all relevant correspondence bearing our company's "Reviewed for Code Compliance" stamp (including plans, calculations, and specifications), along with a transmittal letter indicating our recommendation for project approval, and the project file to the City for processing.

Shipping and Delivery of Plans

TRB provides pre-printed overnight shipping labels and/or pickup services to facilitate the transport of any hardcopy plan submittals to our office. Please note that the pickup, shipment and delivery of plan documents and other relevant correspondence to the City are provided at no additional cost.

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Building Inspection Scope & Approach

TRB is prepared to perform inspection, referring to building plans, structural plans, and material specifications for structures located within the City limits, upon 48-hour notice. Our inspectors are proficient at verifying project conformance to model code standards (Building, Electrical, Mechanical, Plumbing, Green Building and Energy & Accessibility) and MWELO and CFM provisions, as well as other locally adopted ordinances and industrial standards.

TRB provides all labor and technical, administrative, professional, and other personnel; supplies, materials, equipment, and all other resources necessary to perform the specified work. TRB will use existing City forms or can develop correction sheets which meet with the approval of the City and shall maintain written lists of corrections needed to ensure conformance to codes and regulations.

Field Inspection Process

Our experienced team includes individuals with extensive field inspection experience on a range of project assignment types including municipality "Called Inspections," "Clerk of the Works," and "Inspector of Record" roles; our team can assist with a broad range of inspection responsibilities. Our scope of service areas includes residential, commercial, and industrial facilities, capital improvement projects, municipal agency services and infrastructure revitalization.

Our inspectors are careful to document all inspection activities, adhere to agency-adopted protocols, and follow field procedures and policies as dictated by the Building Official. TRB will maintain daily inspection records and all necessary documents on file for reference by the City. To confirm, TRB staff are available for applicant inquiries and/or conferences during normal City business hours.

Our inspections include those identified in the California Model Codes and applicable Industrial Standards, which would be amended or modified as directed by the City. Our inspection scope includes:

- Foundation Inspection
- Framing Inspection(s)
- Electrical, Mechanical, Plumbing systems inspection
- Lath and/or Gypsum Board Inspection
- Fire Code Inspection, e.g. fire suppression, alarms, etc. (if requested)
- Concrete Slab or under-floor Inspection
- Energy Efficiency Measures Inspections
- Green Building Inspection
- Fire Resistance Rated Construction Inspection
- Floodplain Inspection
- Final Inspection

Remote Virtual Inspection (RVI) Option

Many agencies have engaged in using virtual programs to provide remote inspection services. Several of our clients have successfully implemented virtual inspection programs. We are familiar with using Inspected.com and Blitzz, as well as Facetime, Skype, Google Duo and Microsoft Teams. We are prepared to assist with RVI inspections if desired by the City.

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Valero Annual Permit: Project Management, Inspection and Optional Plan Review

From our ongoing experience providing Valero Annual Permit Plan Review and Inspection support to the City, we are well familiar with the program and service levels necessary to fulfill the project requirements. In brief, it is understood that the City has an annual permit agreement with the Valero Oil Refinery for routine electrical and building permits, and that the annual permit allows the Valero Oil Refinery to do routine electrical work, foundations less than 5 feet deep, structural steel supporting less than 10,000 lbs., and utility line trenches less than 6 feet deep without individual permits.

We understand that the selected consultant organization may be tasked to assist with the plan review and inspection of a representative sample of projects which fall under this annual permit program. Shortly after project award, we will coordinate with Valero and City staff to verify project expectations, deliverables, scheduling, and other logistical considerations. Based upon the direction of City staff, we be prepared to review the list of Annual Inspection Permit projects performed over the previous year and select a sampling of projects for review.

We are prepared to review all relevant project documents in electronic format for conformance to adopted California Building Standards Codes, Municipal Codes, and adopted standards. Once reviewed by plan review staff, we will provide a seasoned inspector/engineer to perform field verification that the project construction conforms to the plan documents.

Annual Permit Process

Project Management (and optional Plan Review)

Upon receipt of a notice to proceed from the City, our firm will be prepared to contact the responsible individual at the refinery as designated by the Building Official. From our prior experience, it is presumed that Valero will provide a list of projects performed at the refinery for the year prior to November 15th of that calendar year. Our firm will review the list of projects and determine which projects constitute a representative sample of the work performed.

In our experience with audit-type reviews, commencing with a ten to fifteen percent sampling may be an appropriate number of projects to review and inspect. In the event that extensive deficiencies are identified in the initial sampling, TRB may recommend the review and inspection of an additional sampling of projects. In such event, TRB would apprise the Building Official of our findings and proceed only as directed.

At the City's discretion, TRB is prepared to review annual permit plans for compliance to adopted construction codes. If any discrepancies are identified by our team, we will notify the City Building Official and coordinate on any issues with Valero personnel to the satisfaction of the City. We will also review special inspection records to assure proper procedures were used during construction.

Construction Inspection

We are proposing to staff one senior-level individual with industrial inspection experience on an as-needed basis to provide inspection verification of the audited projects. Our industrial/power senior inspectors are required to have a strong background in all disciplines, with special emphasis on structural and electrical. Our field inspector will review applicable special inspection reports, change orders / engineering change notices, and similar supporting documentation to verify that field installations correspond with construction documents.

Our field inspector will maintain a daily inspection report to record compliance and non-compliance items. For high-energy or complex structural inspections, our lead electrical and structural engineers are available to assist in the field verification process. Our project manager will assess the level of field support required based upon which projects are selected for audit and furnish a recommendation to the City Building Official for their final determination.

Project Closeout

The final step in the process is closing out the project. We will ensure that appropriate certifications, plan documents, and inspection records are received, properly catalogued, and made ready for electronic archival.

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Rapid Response and Specialty Services, Building Official, Permit Technician, Certified Floodplain Manager, and CASp Services

TRB is also prepared to provide the above-referenced support services to the City on an as-needed basis. TRB staff are prepared to work at the City's offices as an extension of City staff under the supervision of the Chief Building Official or their designee with the knowledge, skills, and abilities to perform the following requisite functions.

Rapid Response Services

- TRB will provide emergency response services as directed by the City. Working with local governments to fast-track permits for critical projects, ensuring that necessary development can occur without bureaucratic delays. Rapid response includes planning and coordination in the aftermath of natural disasters or crises, focusing on rebuilding communities with resilience. Key tasks may include expedited review and processing of construction permits. Contractor will be expected to be available within 24 to 48 hours to begin rebuilding related work.

Specialty Services

- TRB will provide professional services for ongoing work or projects such as but not limited to those related to Code Enforcement and Fire review. We understand that we may be asked to coordinate public engagement, prepare analysis, reports and presentations, and provide related technical support as needed.

Building Official Support Services [Option]

- TRB will provide an experienced ICC Certified Building Official to assist the Building Official as needed. The Building Official will have a minimum of five years of experience in a public agency with development, administration, interpretation, application and enforcement of the codes. They will have a thorough knowledge of customer service, develop and maintain effective relationships with all client groups, and be able to effectively communicate with contractors, homeowners, subordinates, superiors, news media, elected officials, and civic organizations.

Permit Technician Services [Option]

- Assist the public at the front counter or by phone regarding building, planning, and engineering permit requirements, application and permit fees, application filing procedures and processing, and permit status.
- Enter permit and related data into the City permit tracking system.
- Accept permit and related applications and collect fees. Screen plans and application materials for completeness and for conformance with City ordinances standards, policies, and guidelines.
- Review application materials for compliance with conditions of project approval; route plans to other City departments for review; approve and issue minor permits; research and respond to public inquiries.

Certified Floodplain Manager (CFM) [Option]

- TRB is prepared to provide a Certified Floodplain Manager to provide technical and administrative support to the City. We understand that we may be asked to coordinate public engagement, prepare analysis, reports and presentations, and provide related technical support as needed.

Disabled Access (CASp) Services [Option]

- TRB offers Certified Accessibility Specialist (CASp) Consulting Services to assist agencies with the compliance requirements of State of California Senate Bill 1608 (Corbett). Our team is skilled at reviewing facility plans and specifications for compliance with State and Federal accessibility laws, codes, and regulations; evaluating facilities for compliance with State and Federal accessibility codes and regulations; conducting accessibility research, preparing accessibility reports, and performing accessibility inspections.

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Integration with Other Systems, Travel and Training, Bid Procedures and Selection, and Staffing Expectations

Integration with Other Systems

- OpenGov Permitting and Licensing: TRB will work and input plan review corrections in the OpenGov permitting software during the plan review process.
- Bluebeam Integration: Plan Reviews will be done in BlueBeam Studio Session, a cloud-hosted PDF-based markup and collaboration platform. The Respondent will need the ability to complete reviews and redline plans as required within the BlueBeam collaboration session.

Travel and Training

To confirm, TRB acknowledges the following:

- TRB will solely cover the costs for all travel time and mileage to arrive at the Benicia City Hall;
- TRB will coordinate training for TRB's employees and assigned personnel, and ensure that our employees and assigned personnel maintain all training certifications as required by the State Regulation and local ordinances and/or amendments to State codes; and
- TRB agrees that it will not charge City for training, time in training, or any expenses related to training.

Bid Procedures and Selection

We understand that City staff will provide a scope of work via email to one or more contracted firms, who will be asked to submit bids (inclusive of work tasks, personnel, and cost proposal) electronically within five (5) to fifteen (15) working days, depending on the nature of the project. Selection of a consultant for any given project or task will consider multiple factors, including but not limited to skills and expertise, unique staff qualifications, similar project experience, project approach, and cost. Consultant shall not commence work until written authorization is received from the City of Benicia in the form of an executed work order.

Staffing Expectations

TRB confirms that staff proposed in this response will be available to provide the requested services. Additional staffing information and resumes will be provided as needed and/or as part of a project bid by submitting the information to the Community Development Department.

Level of Effort Statement

To confirm, TRB is prepared to provide all requested services on short notice (48-hours or less). Fixed Fee and Hourly Rates, and Reimbursables by scope of work and personnel classification are provided in the accompanying **Pricing Proposal** Section of our proposal.

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References

TRB understands the importance of maintaining a high level of quality and customer service when supporting the City of Benicia with plan review, building inspection, permitting and other Building Safety and Public Works support activities. We encourage you to contact the following references to provide testimony of our performance of work. Please note that additional references are available upon request.

Please also note that additional References and highlighted **Project Experience** in the areas of service requested is included in **Section 11** of our proposal.

City of Concord

Contact: Ryan Pursley, PE | Chief Building Official
1950 Parkside Drive, Concord, CA 94519
Email: ryan.pursley@ci.concord.ca.us
Phone: (925) 671-3119
Contract dates of service: 2008 – present [17 years]
Services Provided: Onsite Building Official, Plan Review, Permit Technician, and Building & Multifamily Inspections

City of Los Altos

Contact: Veronica Tinoco, CBO | Chief Building Official
One North San Antonio Road, Los Altos, CA 94022
Email: Veronica.Tinoco@ci.los-altos.ca.us
Phone: (650) 947-2634
Dates of service: 2008 – present [17 years]
Services Provided: Plan Review, Permit Technician, and Building Inspection Support

City of San Leandro

Contact: Tom Liao | Community Development Director
835 E 14th St, San Leandro, CA 94577
Email: tliao@sanleandro.org
Phone: (510) 577-6003
Contract dates of service: 2014 – present [11 years]
Services Provided: Plan Review, Inspection, Disabled Access Field Assessments, and Related Services

City of Redwood City

Contact: Christina McTaggart, CBO | Chief Building Official | Community Development Services Manager
1017 Middlefield Road, Redwood City, CA 94063
Email: cmctaggart@redwoodcity.org
Phone: (650) 780-7228
Dates of service: 2017– present [8 years]
Services Provided: Plan Review, Building Inspection, and Permit Technician Support

City of Santa Clara

Contact: David Tran, SE | Assistant Building Official
1500 Warburton Avenue, Santa Clara, CA 95050
Email: DTran@SantaClaraCA.gov
Phone: (408) 615-2440
Contract dates of service: 2015 – present [9 years]
Services Provided: Plan Review, Permit Technician, and Building Inspection Support

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Todd Bailey, PE, LEED AP, CASp, MBA | Principal-In-Charge | Project Manager

Education

- Master of Business Administration, *Walter Haas School of Business* University of California Berkeley
- Bachelor of Science, Civil Engineering, *Cum laude* University of California Davis

Registration

- Registered Civil Engineer California (#C-56425) Hawaii (#11647)
- ICC Certified Building Plans Examiner
- ICC Certified Commercial Building Inspector
- ICC Certified Commercial Electrical Inspector
- ICC Certified Commercial Plumbing Inspector
- ICC Certified Commercial Mechanical Inspector
- LEED Accredited Professional
- Certified Accessibility Specialist (CASp-229)
- SAP Certified

Professional Affiliations

- ICC East Bay Chapter Past President
- International Code Council

Other

Delegate Chief Building Official for the California Energy Commission – Power Plant Facilities

Todd Bailey is a registered professional engineer with nearly thirty years of experience in the Architecture / Engineering / Construction industry encompassing building code interpretation, plan review, project management, engineering design, permit center administration, and litigation support. He has extensive experience working with architects, engineers, contractors, building departments and other regulatory authorities to ensure compliance to adopted Building Code Standards and local ordinances.

Todd has provided Building Safety services to over 100 jurisdictions as a consultant and spent three years with the City of Concord performing architectural, structural, energy conservation and disabled access plan reviews for residential, commercial, and industrial structures. Todd is also approved as a Delegate Chief Building Official for the California Energy Commission responsible for verifying new power project conformance to engineering construction codes on behalf of the Commission.

Select Project Experience

Building Safety Plan Review

- RELATED Santa Clara, $9 billion valuation, Santa Clara, CA
- Santa Clara Square Apartments and Parking Structures, Santa Clara, CA
- UC Davis Health Aggie Square Project, Sacramento, CA
- UC Davis Health Midtown Medical Office and Clinic [OSHPD-3], Sacramento, CA
- Los Altos Gardens Project, Los Altos, CA
- UC Berkeley Helen Diller Anchor House Project, Berkeley, CA
- Packard Foundation Project, Los Altos, CA
- Sacramento Convention Center Project, Sacramento, CA
- NASA Moffett Federal Airfield, Historic Building Project, Mountain View, CA
- War Memorial Community Center, Daly City, CA
- Concrete Tilt-Up Shell Building (60,000 sf), Concord, CA
- New Medical Research Facility (44,000 sf.), Walnut Creek, CA
- Major Office Remodel (Three 40,000 s.f. buildings), Pleasant Hill, CA
- Rivertown Apartments, Petaluma, CA
- Spanos Park West Apartment Complex, Stockton, CA

Project Management / Administration

Have served as Delegate Chief Building Official / Engineering Manager for the California Energy Commission on thirteen natural gas fired power projects and one wind power generation facility in California having a combined valuation of over $3 billion. Responsible for oversight of plan review tasks and coordination of submittals numbering up into the thousands on these design-build projects.

- Valero Petroleum Refinery Capital Improvements, Benicia, CA
- Russell City Energy Center Project (600 MW), Hayward, CA
- Mountain View Power Project (1,056 MW), Redlands, CA
- Palomar Energy Center Project (546 MW), Escondido, CA

Work Experience

TRB + Associates Inc., Principal & Founder, 2006 – Present
Bureau Veritas, Building & Facilities Code Compliance Services, 2001 - 2006
Deloitte & Touche LLP, Construction Consulting Services, 1999 - 2001
City of Concord, California – Permit Center, 1996 - 1999
Luhdorff & Scalmanini Consulting Engineers, 1993 - 1996
Tosco Refining Company, 1991 & 1992

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Dominic Ma, SE, PE, MPA | Quality Control Principal

Education

Master of Science Structural Engineering UCLA, Los Angeles, CA

Master of Public Administration, California State University, East Bay Hayward, CA

B.S. Civil Engineering University of California, Berkeley, CA

Registration

Registered Structural Engineer California (#1920)

Registered Civil Engineer California (#20018)

Certified Energy Plans Examiner Residential (#R05-94-5121) - Inactive

Certified Energy Plans Examiner Non-Residential (#NR05-94-5576) - Inactive

Dominic has more than 30 years of experience in reviewing building plans and specifications submitted for building permit applications to assure compliance with adopted building codes and reference standards. Dominic's experience includes working for more than 27 years as a plan check engineer for the City of San Leandro and 6 years as a supervising civil engineer for the City of Oakland, where he led the City's plan review division.

Dominic has considerable knowledge of civil engineering and structural engineering principles and practices, California Building Code and Title 24 provisions. His strengths include having the ability to review, analyze and evaluate plans, specifications, engineering reports and calculations; possessing knowledge to identify code deficiencies; and evaluating alternate methods and materials of construction. Dominic is adept at reviewing plans for adherence to the California Building Code, ASCE 7, and when applicable FEMA, ASCE 41, NEHRP provisions.

Select Project Experience

Building Safety Plan Review

Plan Review projects supervised in the City of Oakland

- 2121 Harrison Street. The Cathedral of Christ the Light (also called the Oakland Cathedral). A new modern Roman Catholic Cathedral with glass walls 120 ft. high. The $190 million, 224,000 square feet structure sits on 36 innovative "friction pendulum double-concave bearing isolators," consisting of two facing concave surfaces.
- 2100 Franklin Street. The $45 million, 245,000 s.f. project is 9 stories high and built with steel frames. To compensate for its slightly smaller than code required width, the interior atrium is equipped with smoke control system to provide fire protection for its occupants. Evaluated the alternate materials methods request associated with this design element.
- 100 Grand Avenue. 22 Story Condominium Building budgeted at $150 million.
- Oakland Airport (Expansion and interior remodeling). A $350 million Terminal Improvement Program.

Plan Review projects performed

- Bayfair Mall (Tenant improvements), San Leandro
- Century 21 Theatre, San Leandro
- San Leandro Dialysis Clinic
- San Leandro Honda
- San Leandro Hospital (New doctors' office building)
- Carlton Plaza of San Leandro (Assisted living facility)
- Costco Building Addition, City of Concord
- New Gas Compressor Building, Butte County
- AT&T Rooftop solar Panel Installation, City of San Ramon
- Tilt-up Warehouse Buildings (2), City of Sacramento
- Historic Building Seismic Retrofit, City of Benicia
- Cancer Treatment Facility, City of Pleasant Hill

Work Experience

TRB + Associates, Inc., Senior Plan Review Engineer, 2007 to present
City of Oakland, Supervising Civil Engineer (Building Division), 2000 – 2006
City of San Leandro, Plan Check Engineer, 1973 – 2000

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Bing Young, Architect | Plan Review Services Manager

Education

Bachelor in Architecture,
California Polytechnic State University
San Luis Obispo, CA

Registration

Registered Architect, California

Professional Affiliations

National Council of Architectural Registration Boards Certified

ICC Member

Bing Young is a registered Architect with plan review experience on both residential and commercial projects. He provides comprehensive life safety, accessibility, energy, and mechanical/electrical/plumbing reviews on a variety of residential and commercial project types. Bing possesses over 25 years of professional experience which includes roles in production, project management, construction management, energy, and accessibility analysis.

Work Experience

Plan Review Architect, TRB + Associates, Inc. **2018 - Present**

- Review drawings and calculations for code compliance on behalf of client agencies
- Projects include residential subdivisions, custom homes, additions, remodels, new commercial buildings, and tenant improvements

Project Architect, PSM Architects, Inc. **2008 – 2018**

- Prepared and managed the development of comprehensive construction documents for new commercial buildings, tenant improvements, and additions
- Oversaw and directed production staff
- Performed quality control review of building permit submittal documents
- Facilitated client and permit processing meetings
- Collaborated with engineers, ancillary designers, and vendors
- Prepared and reviewed project specifications
- Reviewed shop drawings and submittals for compliance with specifications and design intent
- Performed accessibility evaluation of existing sites and buildings
- Prepared detailed accessibility reports for building and business owners
- Facilitated pre-construction and post-construction on-site meetings with construction project managers and general contractors
- Performed construction administration and project closeout duties

Staff Architect, Hollman Bologna Architecture & Planning, Inc. **1996 - 2008**

- Prepared schematic design and construction documents for single-family and multi-family residential remodels, additions, and new buildings
- Performed residential building reconnaissance for additions and remodel projects
- Prepared design review documents for planning approvals
- Facilitated building permit processing
- Prepared and reviewed Title 24 Energy Efficiency Compliance documents

Certified Energy Plans Examiner, BETA, Inc. **1993 - 1999**

- Reviewed and approved Title 24 Energy Efficiency Compliance documents for residential and non-residential buildings for local jurisdictions

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Christopher Rose | Inspection & Field Services Manager

Certifications/Licenses

ICC Certified

- California Commercial Building Inspector
- Commercial Building Inspector
- Residential Building Inspector
- California Residential Building Inspector
- Residential Plans Examiner
- Building Inspector
- Permit Technician

Chris possesses over 20 years of experience in the building and construction inspection field for various jurisdications in Northern and Southern California. His experience includes inspecting commercial, residential, non-residential, multifamily, municipal, and public structures for quality control and safety to ensure buildings are up to code and comply with local ordinances. Chris has extensive experience working in the building and safety, engineering, fire, and planning departments for multiple jurisdictions as well as the United States Marine Corps. Chris has positive working relationships with clients, management, as well as his peers and maintains high levels of productivity, reliability with excellent work ethic to deliver high quality customer service.

Chris is ICC Certified in multiple areas including as a California Commercial and Residential Building Inspector, Permit Technician, Commercial and Residential Building Inspector, Residential Plans Examiner, and Building Inspector.

Chris is responsible for the oversight of field inspectors and other building department staff. He employs a customer service focus in carrying out his building safety inspection responsibilities.

Work Experience

Inspection Services Manager, TRB and Associates, Inc. **2022 – Present**

- Responsible for the oversight of field inspectors and other building department staff.
- Inspection on several large-scale projects
- Building Inspector for jurisdictions on an as needed basis responsible for inspecting residential, commercial, and industrial project types from start to finish.
- Communicates compliance elements with clients with solution driven resolve.
- Performs plan review of light commercial tenant improvements and remodel projects.
- Electronic and paper plan review.

Project Coordination, Plan Review, Inspection, and Construction Management Assignments

- **Apple World Headquarters project in Cupertino** – Document Control and coordination of an international design and permitting effort.
- **Marine Corp Air Ground Combat Center MWSS-374** - Re-construction of an Expeditionary Airfield, runway, and helicopter pads to include support buildings and clamshell hangers.
- **Marine Corp Air Ground Combat Center MWSS-374** - Construction of the Tank refueling pads and fuel farm.
- **Southern California Logistics Airport SCLA** - Remodeling and Repurposing of the existing George Air force base in Victorville California.
- **City of Hesperia City Hall, Library and Civic Center** - New Construction of a 27 Acre Civic Center Master Plan.
- **City of Hesperia Government Center** - New Construction of the County Government Building.
- **City of Hesperia Police Department Building** - New Construction of the County Government Building.
- **City of Hesperia Ranchero Road Underpass** - The Ranchero Road Grade Separation Project.
- **City of Hesperia Ranchero Interchange (HWY 15)** - Interstate 15 Ranchero Road Interchange.
- **Sonoma County** – Wildfire Recovery Operations.
- **Jackson County Oregon** – Wildfire Recovery and Program Development.

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Chief Building Official (DCBO), Private Consultant, Various Locations 2014 - 2019

Provided Project Management, Compliance, Plan Review, Inspections, Document Control and Administration for power producing industrial infrastructure projects throughout the state for California Energy Commission. Below is a list of projects:

- **Carlsbad Energy Center Project (CECP) –** Above ground storage tank demo and decommissioning.
- **Blythe Solar Power Project Units 1 & 2 (BSPP)** – New 235 MW photovoltaic facility.
- **Pio Pico Energy Center (PPEC)** – Three Units, 300 MW gas fired turbine simple cycle facility.
- **Carlsbad Energy Center Project (CECP**) – Five Units, 632 MW gas fired turbine simple cycle facility.
- **Orange Grove Energy Center (OGEC)** – Two Units, reliability and AGP upgrade project.
- **Geysers Unit 16 (Quicksilver)** – Tower wet down system and diesel fire pump project.
- **Geysers Unit 18 (Socrates)** – Tower wet down system and diesel fire pump project.
- **Geysers Unit 20 (Grant)** – Tower wet down system and diesel fire pump project.
- **Geysers Unit 17 (Sonoma)** – Low pressure steam bypass project.
- **Geysers Unit 02 (NCPA)** – Mixing tower project.
- **Roseville Energy Park (REP)** – Catwalk extension project.
- **Colusa Generating Station (CGS)** – Rotating intake screen project.
- **Los Medanos Energy Center (LMEC)** – Cooling tower chemical tanks project.
- **Colusa Generating Station (CGS)** – Stairway to condensate pumps project.
- **Calpine Otay Mesa (OMEC)** – Low pressure steam bypass project.
- **Colusa Generation Station (CGS)** – New circulation system and raw water pumps project.
- **Cosumnes Power Plant (SMUD)** – Unit 3 AGP upgrade project.
- **Ivanpah Solar (ISEGS)** – Ammonia tank replacement project.
- **Colusa Generating Station (CGS)** – Bearing enclosure fire sprinkler project.
- **Humboldt Bay Generating Station (HBGS)** - New guard shack project.
- **Cosumnes Power Plant (SMUD)** – Unit 2 AGP upgrade and filter press project.
- **Abengoa Mojave Solar (AMS)** – Fire suppression line repair project for Alpha and Beta blocks.
- **Gilroy Energy Center (GEC)** – Gas line repair and replacement project.

Paul Armstrong, PE, CBO | Technical Director & Instructor

Education

B.S. Civil Engineering California State University, Long Beach

Advanced Study, Fire Protection Engineering, Cal-Poly San Luis Obispo

Registration | Certification

Registered Professional Engineer, CA (#45464)

ICC Certified Building Official

Awards

CALBO Instructor of the Year, 2010

CALBO Course Developer Merit Award, 2014

Committees

International Association of Building Officials Board, 2018

ICC Code Correlation Committee, 2018

Orange Empire Chapter of ICC, Vice President

ICC Residential Energy Code Development Committee, Chair 2013

ICC Building Official Membership Council, Governing Committee, 2011

CALBO State Code Committee, 2011, 2012(Chair), and 2013

CALBO Building/Fire Advisory Committee, 2011

LA Basin Chapter and Orange Empire Chapter Code Committee, Chair 2011, 2012 (Chair) and 2013 (Chair)

Secretariat to the International Residential Code for One- and Two-Family Dwellings (1997-2000)

(Ctd. on next page)

Paul Armstrong is a Registered Professional Engineer with over 30 years of engineering experience. His vast experience in all manner of construction, be it industrial, commercial, and residential project types, provides our clients with a strong skill set and wealth of industry knowledge. In addition to Paul's engineering experience, he is also a Certified Building Official, serving in this capacity at the City of El Monte, as well as Laguna Hills, Signal Hill, and Palos Verdes.

A noted author and lecturer in the building life safety industry, Mr. Armstrong has earned many awards, including CALBO Instructor of the Year.

Select Project Experience

- **Apple Campus Theater, Cupertino, CA** – The plan review of the Apple Campus' Theater where new products would be announced and corporate meetings held. Mostly subterranean structure that has a glass entry lobby supporting a carbon fiber roof (disk).
- **ARTIC (Anaheim Regional Transportation Intermodal Center), Anaheim, CA** – Plan review of the fire and life safety regulations for this new transportation center. The building is a steel tube framework with a 2-story administration area with a mezzanine inside. This review included a pedestrian bridge leading to the train platforms.
- **Anaheim Convention Center Expansion, Anaheim, CA** – A very large expansion of the convention center meeting space with an associated parking garage addition.
- **Disneyland Star Wars Expansion, Anaheim, CA** – A very visible area of the Disney resort that is about to open this year.
- **Rams/Chargers NFL Stadium, Inglewood, CA** – The plan review of the newest NFL Stadium project in So CA. The stadium itself is covered by a large steel tube framed roof structure that is not connected to the stadium.
- **Rio Tinto Soccer Stadium**, **Sandy City, Utah** – The plan review of the Salt Lake area's professional soccer stadium. It included a roof canopy structure with a wave feature in the leading edge.
- **Building Official Roles:**
  - Palos Verdes Estates
  - Laguna Hills
  - Whittier (interim position)
  - Signal Hill
  - El Monte

Regional Director, Building & Safety Services, TRB + Associates **2019 – Present**
Responsible for new business development for building life safety services for various jurisdictions throughout California. Provide client relations and code assistance. Perform training lectures on building and residential codes. Participate on various local, state-wide and national committees. Building Official of the City of Signal Hill.

Group Leader, Building and Safety Services, Industry Consultant **2017 – 2019**
Responsible for the development of new business for inspection services and plan review services for various jurisdictions across the United States. Provide client care and assistance on code related issues. Give training lectures on the building and residential codes. Participate on various local, state-wide, and national committees. Building Official of the City of Palos Verdes Estates and Laguna Hills.

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Committees (Ctd.)

Author, 2013 and 2016 Significant Changes to the CBC and CRC

UL Fuel Gas Products Council (2002)

BCMC (BDMC) staff liaison (1993-2002)

Co-secretariat to the ICC Performance Based Building Code

Secretariat to the International Zoning Code (1996-2000)

Secretariat to the General Design, Administrative, Lateral Design, Fire and Life Safety and Fire Risk Code Committees of ICBO (1992-1996)

Staff secretariat responsible for the rewrite of the Means of Egress Chapter in the 1994 UBC

NIBS HHS Code Comparison Committee (1994)

FEMA Building Performance Review Team member (1993)

NIBS Flood Standards Comparison Committee (1992)

Coordinator, Pacific Rim Conference on Performance Based Codes

Various ASCE standards committees

SEAOC Code Committee liaison

ASME A17.1 Code Coordinating Committee

ANSI Construction Standards Board

Vice President, Various Industry Consultant Firms **2005 – 2017**
Responsible for the development of new business for inspection services and plan review services for various jurisdictions across the United States. Provide client care and assistance on code related issues. Give training lectures on the building and residential codes. Participate on various local, state-wide and national committees. Participate on various local, state-wide and national committees. Promotion and sales of the Firms' in-house electronic plan review system. Building Official of the City of Signal Hill. Contract Plan Review Engineer for the City of Anaheim

Chief Building Official, City of El Monte, Industry Consultant **2011 – 2012**
Responsible for the City of El Monte Building Division. Review plans for the City and issues permits. Conduct investigations of non-complying facilities frequently in conjunction with the Planning Division, Code Enforcement Division and LA County Fire Department. Develop presentations for City Council on adoption of new codes, etc.

Vice President, ICC **1991 – 2005**
Led the ICC Architectural and Engineering Services Department, responsible for technical opinions, plan review and the administration of technical contracts during the consolidation into the International Code Council. Managed ICBO Technical Services Department which was responsible for the maintenance of the code development process, plan review service and code opinion service for both external and internal customers. Represented the Council to many national, state and local organizations. Responsible for the technical image of the conference. Provided technical assistance on code related issues to both jurisdictional and professional members and non-members. Provided research on many code-related issues. Secretariat to most ICBO code development committees and the initial drafting secretariat to the ICC International Residential Code.

City of Los Angeles, Dept. of Building and Safety **1988 – 1991**
Structural Engineering Associate
Responsible for the structural, architectural and zoning review of proposed projects in the city. Chief of Coordinating Division and Preservation Coordinator. Evaluation of building products for LA code compliance.

Teaching Experience

International Code Council (ICC)
Lecturer –Non-structural Fundamentals of the 2009 IBC (domestically and internationally)
Lecturer – Non-structural Fundamentals of the 2012 IBC
Lecturer – ICC Code Development Process

California Building Officials
Lecturer- Significant Changes to the 2013 CBC and CRC for CALBO, and ICC
Lecturer – 2016 Introduction to the CBC Means of Egress
Lecturer - Updates to the 2010, 2013 and 2016 California Residential Code
Lecturer – Updates to the 2010, 2013, and 2016 California Building Code
Advanced Building Code Enterprises - Developed and presented coursework
Lecturer – Accessibility topics
Lecturer – Updates to the 2006 International Residential Code and 2007 California Building Code

Publications and Papers
ICC Significant Changes to the 2019 CBC/Significant Changes to the 2019 CRC
ICC Significant Changes to the 2016 CBC/Significant Changes to the 2016 CRC
ICC Significant Changes to the 2013 CBC/Significant Changes to the 2013 CRC
ICC Dwelling Construction under the 2007 CBC - Technical Editor
1997 Uniform Codes and UBC Handbook - Staff Technical Editor

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Karin Kuffel, SE, PE | Senior Plan Review Engineer

Education

Bachelor of Science
Civil Engineering
Purdue University; West Lafayette, Indiana

Masters of Business Administration
Saint Mary's College of California; Moraga, California

Registration

Registered Structural Engineer
California

Karin has over 30 years of structural engineering experience. Ms. Kuffel has vast structural design experience in both complex commercial and residential projects. She has managed many large-scale projects, including hospitals, OSHPD and the Chabot Space and Science Center. Her experience includes staff training, building design, and design review, as well as construction supervision and development of design and construction guidelines for new single-family residences.

Work Experience

Plan Review Engineer, TRB + Associates, San Ramon, CA **2016 - Present**

Provide structural plan check reviews of large commercial and institutional structures for multiple Bay Area building departments.

Build Change; Philippines **2014 - 2016**

Lead Engineer - Philippines. Responsible for all technical work and staff of Denver-based engineering non-profit's programs and operations throughout the Philippines, including management of Filipino engineering/technical staff comprised of engineers and builder trainers. Supervised training of local staff, building design, design review, construction supervision, and development of design and construction guidelines and recommendations for single-family homes and schools based on the National Structural Code of the Philippines.

Crosby Group; San Mateo, CA **2011 - 2014**

Senior Structural Engineer/Project Manager. Project management on multiple design-build projects, working with design team and contractor on fast-track work both in- and out-of-state. Responsible for managing project team from design through construction, developing and tracking fees, deadlines, and deliverables.

Independent Consultant **2009 - 2011**

Structural engineering consultant in San Francisco Bay Area. Consultant for small commercial and residential work. Extended contract work for Rutherford & Chekene included multiple hospital projects covering new hospital facility design, OSPHD plan-check work, and construction administration assistance.

Biggs Cardosa Associates, Inc., SF, CA **2006 - 2009**

Senior Engineer. Project management with responsibility for developing work, managing project production work, and overseeing construction administration. Representative projects include oversight for design of 8-story residential and parking structure for Santana Row Parcel 8b (San Jose, California) and the Lowe's parking structure in San Francisco.

KPFF Consulting Engineers; SF, CA **2004 - 2006**

Project Manager. Responsible for developing work and fee proposals, managing project engineering, drafting work, and overseeing construction administration. Project management included design of 5-story addition to Kaiser Santa Rosa Hospital, construction administration for 7-story addition to Modesto Memorial Hospital, and design and construction of low-income housing for South County Housing.

Thomas Hemenway, SE, PE | Senior Plan Review Engineer

Education

B.S. Civil Engineering Technology, Structural Emphasis
Metropolitan State College, Denver

Registration

Registered Structural Engineer California (#5348)

Registered Civil Engineer California (#52357)

Professional Affiliations

SEAONC Member

Tom Hemenway is a Registered Structural Engineer with over 30 years of engineering experience. Tom's experience includes providing structural, civil, and architectural design and quality control on a variety of industrial, commercial, and residential project types including multifamily podium projects, utility-scale power plant facilities, and retail buildings. He has served in design and analysis capacities for several seismic strengthening projects involving timber, steel, concrete, and masonry buildings in the greater San Francisco Bay area. His technical skills include 3D modeling and dynamic analysis for large foundations and structures.

Select Project Experience

- Lead Civil/Structural Engineer on multiple projects including the following:
  - NUMMI, Stamping Plant and Plastics Plant Expansion, Fremont
  - Vandenberg AFB housing development phases III and IV
  - 140 Geary Street seismic retrofit, San Francisco, CA
  - Amgen, Process Lab Building 99, Thousand Oaks, CA.
  - Huntington Hotel, San Francisco, CA
  - Wells Fargo Bank, Fremont Data Center, Fremont, CA.
- Responsible for Civil, Structural, and Architectural designs for industrial projects domestic and international.
- Responsible for structural analysis and design of seismic strengthening to existing timber, steel, concrete, and masonry buildings in the greater San Francisco bay area.
- Responsible for 3D model constructability review for a new GE 7FA natural gas-fired and GE A10 steam turbine, 1x1 combined cycle electric power generating facility.
- Responsible for ensuring quality of Civil, Structural, and Architectural construction activities for 600-megawatt natural gas-fired, combined cycle electric power generating facility.
- Performed dynamic structural analysis and concrete design for new steam turbine foundation.
- Designed concrete and steel structures for Kennecott Copper Smelter Modernization Project, Salt Lake City, UT using STAAD III and Microstation for PC computer.
- Designed steel pile and conventional concrete pad foundations for overland conveyor at Falkirk Mine in Underwood, North Dakota.

Work Experience

TRB + Associates, Inc., Senior Plan Review Engineer, 2016 - Present
Owner, TjHemenway Design Consultant, 2014 to 2016
Construction and Engineering Interface Manager, Kvaerner North American Construction Inc. and Parson Brinkerhoff JV, 2013
Owners Representative, Calpine, Russell City Energy Center, 2011 – 2012
Lead Structural Engineer, Aker Kvaerner, 2002 – 2003
Resident Engineer, Kvaerner, 2000 – 2002
Civil/Structural Discipline Manager, Kvaerner Metals, 1998 – 2000
Senior Structural Engineer, Kvaerner Metals, 1997
Civil/Structural Lead Engineer, The Bentley Company, 1995 – 1996
Others, 1981 – 1994

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William Vaughn, SE, PE | Senior Plan Review Engineer

Education

Bachelor of Science, Structural Engineering, Masters-level Course Work in Structural Engineering, Portland State University, Portland, Oregon

Bachelor of Arts, Economics, Course Work in Business Administration and Industrial Engineering, State University of New York, Buffalo, New York

Registration

Registered Structural Engineer, California

Registered Civil Engineer California

Professional Affiliations

Structural Engineers Association of Northern California (SEAONC)

Structural Engineers Association of California (SEAOC)

International Code Council (ICC)

East Bay Chapter of ICC

William Vaughn is a Registered Structural and Civil Engineer with over 35 years of experience in construction, structural engineering design, seismic investigation and structural peer and plan review. Bill has extensive knowledge in commercial and residential buildings as well as industrial facilities using steel, concrete, masonry and timber design. He also has a wide range of construction field experience including supervision, construction methods, product development and structural inspection. Of particular note, Bill's steel design portfolio includes 2 Moment Frame patents with HSS Steel Columns and Wide Flange Beams.

Select Project Experience

- Provided structural design and peer review services for clients with residential, multi-family, and commercial buildings using timber, steel, concrete, and masonry design.
- Produced structural designs for new buildings and provided structural designs and evaluations for alterations to existing buildings.
- Designed seismic strengthening of un-reinforced masonry buildings, wood buildings, and concrete tilt-up buildings.
- Produced repair designs for earthquake damaged facilities and for other structurally damaged buildings.
- Conducted analyses of existing buildings to assess compliance with codes and drawings.
- Performed investigations of earthquake, fire, and flood distress. Prepared reports, engineering analyses, and repair recommendations.
- Provided expert witness, structural peer review and plan review services.
- Investigated structural damage and distress for litigation preparation purposes. Prepared reports, engineering analysis, and recommendations to client. Provided design preparation and construction observations for repair designs.

Structural Peer Review

- Haas School of Business, University of California, Berkeley, CA

Structural Plan Review

- Russell City Energy Center, New $800 million Power Plan Project (for California Energy Commission), Hayward, CA
- Newell Village Mixed Use Project, Walnut Creek CA
- Terraces at Los Altos Mixed Use Project (Phase 3), Los Altos, CA
- New Family Dollar Store, Sacramento, CA

Structural Design

- Chevron Willbridge Terminal Upgrade, Portland, OR
- Chevron Eureka Terminal Upgrade, Eureka, CA
- Kaiser - Lennon Lane Mechanical & Seismic Upgrade, Walnut Creek, CA

Work Experience

TRB + Associates Inc., Senior Plan Review Engineer, 2011 – Present
Vaughn Engineering, Principal Structural Engineer, 1994 - 2011
David L. Messinger & Associates, Civil & Structural Engineer, 1990 -1994
Alan R. Horeis Structural Engineers, Civil Engineer, 1987 -1990
Others, 1971 – 1987

Mike Kaszpurenko, SE, PE | Senior Plan Review Engineer

Education

Bachelor of Science, Civil Engineering, Clarkson University, Potsdam, New York, 1976

Registration

Registered Structural Engineer, California

Registered Civil Engineer California

Professional Affiliations

Structural Engineers Association of Northern California (SEAONC)

FEMA Structural Specialist, for Urban Search and Rescue, Task Force 7, Sacramento, CA.

California Office of Emergency Services Volunteer for post-earthquake building review.

Mike Kaszpurenko is a registered Structural and Civil engineer with over 30 years of engineering experience. His experience encompasses the plan review, design, evaluation, and retrofit of various types of building and non-building structures using concrete, steel, masonry, wood, and light-gage metal.

Mike's experience includes working for a large structural steel fabricator where he was involved in detailing of shop drawings, design of connections, and on-site field review.

Select Project Experience

Industrial, Manufacturing

- Corn Products Cogeneration Facility, Stockton, CA. Plan review of boiler building and miscellaneous foundations for new facility.
- Nine Mile Point Two Nuclear Power Plant, New York. Miscellaneous connection designs.
- Oswego Power Plant, Oswego, New York. On site engineer, for fabricator of breeching, during construction of oil-fired power plant.

Commercial / Government /Civic

- 600 Sutter, San Francisco, CA. New eight story building.
- 973 Market, San Francisco. Seismic upgrade of an existing 8 story brick and concrete building.
- Saks Fifth Avenue, San Francisco, CA. Foundation shoring for a new department store.
- El Camino Real Hotel, San Mateo, CA. Preliminary design of a new three-story hotel.
- 1989 Loma Prieta Earthquake, San Francisco, CA. Damage assessment of numerous apartment buildings and other structures for the City of San Francisco.
- City Center Rotunda, Oakland, CA. Upgrade of three, eight story adjacent buildings into one multifunction facility.

Education, Assembly / Healthcare

- Windsor Middle School, Windsor, CA. New $11 million School Campus.
- Laguna Salada School District, Pacifica, CA. Survey of 12 school campuses for Pacifica School District.
- Clovis East High School, CA. Plan check review for the Office of the Office of State Architect on several buildings of a new campus.
- Kaiser Hospital Service Building, Walnut Creek, CA. New two-story support facility for a hospital.

Multi-unit Residential

- Winterland Apartments, San Francisco, CA. Engineer of record for a 304-unit apartment complex consisting of four stories of wood framing over several levels of concrete parking.
- Park Hill Terrace, San Francisco. Upgrade and extension of former 8 story hospital building into condominiums.

Work Experience

TRB + Associates, Inc. San Ramon, CA, 2009 - Present
Structural Engineers Collaborative, San Francisco, CA, 1986—Present
Culley Associates, San Francisco, CA, 1980—1986
H. J. Degenkolb & Associates, San Francisco, CA, 1978-1980
Cives Steel Corporation, Gouverneur, New York, 1976—1978

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Daniel McLaughlin, PE, CASp | Senior Plan Review Engineer

Education

Masters in Structural Engineering
Lehigh University
Bethlehem, PA

B.S Civil Engineering
Lehigh University
Bethlehem, PA

Registration

Registered Civil Engineer, California

ICC Certified Plans Examiner

DSA Certified CASp

Professional Affiliations

American Institute of Steel Construction

Dan McLaughlin is a registered Civil Engineer and ICC Certified Plans Examiner with plan review experience on numerous residential and commercial projects. He has provided structural, life safety, and mechanical/electrical/plumbing, and energy reviews on a variety of residential and commercial project types. Project types include complex single-family homes, small to mid-sized retail shell buildings, office and mercantile tenant improvements, and large mixed-use projects. Dan possesses strong structural analysis skills and has an excellent working knowledge of ADAPT, RAM, SAP2000, AutoCAD, Revit, and MathCAD structural engineering software packages.

Work Experience

Senior Plan Review Engineer, TRB + Associates, Inc. **2014 - Present**

- Dan specializes in plan review coordination with extensive experience on both complex commercial and residential projects. Dan has served in project management and reviewer roles across many large-scale projects including Phase 1 of the $9 billion RELATED Santa Clara project, and the $1.5 billion UC DAVIS HEALTH Sacramento Campus, Aggie Square project.
- Recently participated in review of 4 story 135,000 sf wood apartment building over 2 story PT parking garage
- Participated in review of a 6 story 133,000 sf steel buckling restraint braced frame office building
- Review a variety of wood, concrete, and steel building types
- Communicate with project engineers and architects on a regular basis

Engineering Assistant, Contra Costa County Sanitary District **2011 - 2014**

- Performed submittal check to ensure use of proper materials and equipment
- Created site maps to discover location of overflows in the event of clogs in the systems
- Performed sewer line inspections to ensure proper installation by contractor
- Supervised bore sight to allow continual work when lead engineer not on site

Engineering Internship, City of Pleasant Hill, Engineering Division
2007

- Performed quality control of storm drainage system project
- Supervised ADA sidewalk installation to ensure proper installation by contractor
- Developed PowerPoint Presentation of the City department functions for the City Engineer

Residential Construction, McLaughlin Construction **2011, 2013**

- Extensive knowledge in residential wood construction. Restored Victorian home including repair and seismic retrofit of foundation, re-leveled house and conducted full replacement of electrical, plumbing and sewer line. Completed unfinished basement including framing, insulation, electrical, sheetrock and finish work

Collection System Operation Laborer, Contra Costa County Sanitary District **2009, 2010**

- Performed assigned duties on the hydro, rodding, construction, and utilities location crews

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Petya McInnis, PE, CASp | Senior Plan Review Engineer

Licenses and Certifications

- Professional Engineer (P.E.)
- Certified Access Specialist (CASp)
- ICC Plans Examiner
- CalOES SAP Evaluator

Education

- MS in Structural Engineering, University of California, Davis, *2009 - 2011*
- BS in Civil & Environmental Engineering (Emphasis in Structures), California State University, Sacramento, *2007 - 2008*
- MS in Structural Engineering (One semester away from completion), University of Architecture, Civil Engineering and Geodesy, Sofia, Bulgaria, *1999 – 2003*

Skills

- Collaborative Team Player
- Detail-Oriented
- Hardworking
- Enthusiastic
- Dependable
- Quick Learner
- Proficient in Current Design Standards (e.g., ASCE7, ASCE41, ACI 318, AISC, etc.)
- Software Proficiency: Experienced in 2D/3D drafting and structural analysis software (e.g., AutoCAD, LDD, Civil 3D, SAP2000, Navisworks)
- Knowledge and experience in finite element analysis tools (e.g., ABAQUS, ANSYS)

Computer Skills

- Programming & Web Design: Matlab, SQL, C++, HTML, JavaScript
- 3D Studio MAX
- SolidWorks
- Adobe Photoshop
- Illustrator
- CorelDraw
- Macromedia Shockwave Flash

Languages

- English
- Bulgarian
- Russian

Petya McInnis possesses over 22 years of experience in engineering and construction, encompassing design, plan review, and inspection for residential, commercial, and industrial projects. In her recent role as a Plan Check Engineer for the City of Fairfield, Petya oversaw a wide range of design disciplines for projects of varying sizes and types. Her expertise spanned from simple residential additions to complex commercial and industrial developments. Petya offered invaluable assistance to stakeholders, ensuring compliance with code requirements and providing technical supervision to permit technicians and inspection staff. Her proactive approach extended to assisting Building Inspectors and Officials with code research and interpretation, resulting in effective solutions for challenging construction scenarios. Petya's contributions included recommending and implementing process and policy changes to further the city's objectives. Additionally, she prepared reports and updates for the City Council, ensuring transparency and accountability in project management.

Petya also served as a client liaison for all clients in the Sacramento region and numerous clients in the Bay Area. With exceptional interpersonal skills, high productivity, and a strong work ethic, she consistently delivered top-notch customer service.

As a professional Engineer, Petya holds ICC certification as a Building Plans Examiner and is also a certified access specialist (CASp). Petya's extensive experience and expertise make her a valuable asset to any team. With well-rounded experience in the building industry, she brings a wealth of knowledge and skills to every project she undertakes.

Work Experience

Sr. Plan Review Engineer, TRB and Associates, Inc. **2024 – Present**

- Provides building plans examination for jurisdictions on an as-needed basis. Responsible for providing plan check reviews for residential and commercial structures.
- Reviews building plans and related documents for compliance with California Building Codes, agency requirements and policies. Verifies that projects have obtained all necessary approvals; maintains records and prepares final plan sets for approval.
- Performs plan review of light commercial tenant improvements and remodel projects.

Plan Review Manager, Private Consultant **2022 - 2024**

- Oversaw daily activities of all plan review staff in the Sacramento region.
- Provided technical assistance, training, and mentorship for internal and jurisdictional staff.
- Served as a client liaison for all clients in the Sacramento region and several clients in the Bay Area.
- Reviewed all design disciplines for projects of all sizes and types.
- Specialized in reviewing large commercial projects such as mixed-use multi-family, high-rise, and podium construction.
- Prepared proposals and time estimates

Senior Plan Check Engineer, Private Consultant **2021 - 2022**

- Responsible for reviewing all design disciplines for projects of various sizes and types across multiple Cities and Counties in California, Oregon, Washington, and Massachusetts.
- Specialized in reviewing large commercial projects including mixed-use multi-family, high-rise, podium construction, shopping centers, restaurants, warehouses, big-box stores, tenant improvements, etc.
- Led "page-turning" pre-submittal sessions aimed at identifying and resolving code compliance issues before submission.
- Managed the Stanford University SLAC plan review contract.
- Provided training and performed quality control for plan review staff.
- Prepared proposals and time estimates.

Plan Check Engineer, City of Fairfield, Fairfield, CA **2014 - 2021**

- Responsible for reviewing all design disciplines for projects of various sizes and types in the City of Fairfield.
- Reviewed projects ranging from simple residential additions, alterations, ADUs, and garage conversions to complex commercial and industrial TIs and new developments.
- Assisted designers, contractors, developers, business owners, homeowners, and City staff in applying, understanding, and interpreting applicable code requirements for each project, providing guidance for potential code-compliant solutions.
- Provided technical supervision to permit technicians and inspection staff.
- Assisted Building Inspectors and Building Official with code research and interpretation on difficult or unusual construction situations.
- Recommended and created process and policy changes.
- Prepared reports and City Council updates.

Senior Structural Engineer, AIR Worldwide, San Francisco, CA **2011 - 2014**

- Served as a Senior Engineer in the Catastrophe Risk Engineering Group.
- Evaluated code compliance of proposed and existing facilities across different countries/regions worldwide.
- Reviewed structural drawings and calculations to identify potential design deficiencies.
- Developed reliable quantitative measures of site-specific natural disaster risk (e.g., seismic, wind, flood, tsunami).
- Created 3D structural models for performance-based evaluations.
- Conducted site inspections and prepared proposals, progress reports, final project reports, and presentations.
- Collaborated closely with national and international government agencies and organizations on disaster risk reduction, mitigation, and response strategies.
- Notable projects included:
  - Seismic Risk Assessment of the Solar Millennium Project at Blythe, CA
  - Hurricane Risk Assessment of Walt Disney World, Orlando, FL (Phase I, IIA, and IIB)
  - Seismic and Wind Risk Assessment of KAUST, Saudi Arabia
  - Real-time Seismic Damage Assessment for the California Earthquake Authority
  - Real-time Hurricane Risk Assessment for DOW Chemical, Freeport, TX
  - Various international multi-phase disaster risk assessment projects in collaboration with the World Bank and the Asian Development Bank.

Design Engineer, Mark Thomas & Company, Sacramento, CA **2008 –2011**

- Worked as a Design Engineer on multiple municipal transportation engineering projects, including highway interchange and bridge projects, local roadway improvements, and streetscape enhancements.
- Prepared infrastructure analyses to support the implementation of planning frameworks and design concepts for each project.
- Led the planning, geometric design, and coordination for the Sacramento City College Bicycle/Pedestrian Overcrossing Project.
- Provided construction support for the 4-mile Folsom Blvd Enhancements Project in Rancho Cordova and the historic preservation R Street Reconstruction Project in Sacramento.
- Prepared various technical reports, construction details, utility mapping and coordination, grading plans, access compliance, quantity take-offs and estimates, drainage pattern analyses, and storm drain design.
- Other projects included: I-5 / Cosumnes River Blvd Interchange PS&E, Watt Ave / HWY 50 Project, Sacramento Regional Transit SSCP2, Stockton Transportation Impact Fee Study, R Street Market Plaza, and Ramona Ave Extension.

Project Engineer / Project Manager, KHS&S Contractors, Concord, CA **2005 – 2007**

Sr. Production Operator, FedEx Kinko's SF East Bay CPC, Pleasanton, CA **2004 – 2005**

Jim Begley, FPE, CFM, LEED AP | Fire Protection Engineer

Education

Worcester Polytechnic Institute
M.S. in Fire Protection Engineering - 2006

University of Maryland at College Park
B.S. in Fire Protection Engineering - 1996

Registration | Certifications

Licensed Fire Protection Engineer:
California, Nevada, Arizona, 15 additional states

LEED Accredited Professional

ICC Certified Fire Marshal

ICC Certified Fire Plans Examiner

ICC Certified Fire Inspector

Professional Affiliations:

National Fire Protection Association (NFPA)

Society of Fire Protection Engineers (SFPE)
Member grade

SPFE
Member of International Board of Directors

Jim Begley has 20 years of experience and began his engineering career in 1993 at Lockheed Martin Energy Systems in Oak Ridge, TN. After relocating to Las Vegas in 2002, Jim was responsible for hospitality projects such as Caesars Palace, Hard Rock Hotel, the Palms Casino, Bally's and Paris Hotel Resort while managing the Las Vegas office of Schirmer Engineering Corporation. In May 2005 Jim joined JBA Consulting Engineers as the Director of Fire Protection Engineering and became Director of Domestic Business Development in 2008 prior to establishing his own firm in 2010.

Jim is a registered Fire Protection Engineer in 18 states. While at the University of Maryland, Jim was awarded membership to the Salamander honorary fire protection engineering fraternity. Jim is a past President of the Southern Nevada chapter of the Society of Fire Protection Engineers (SFPE) and currently sits on the SFPE Board of Directors on an international level.

Select Project Experience

SHRA 12-Story Building Remodel, Sacramento, CA
Russell City Energy Center Project, Hayward, CA
Lodi Energy Center Project, Lodi, CA
River Rock Casino, Healdsburg, CA
Aliante Station Hotel and Casino, Las Vegas, NV
Barona Resort & Casino, Lakeside, CA
Caesars Palace Hotel and Casino, Las Vegas, NV
Diamond Jo Casino, Northwood, IA
Diamond Jo Casino Dubuque, Dubuque, IA
Durango Station Hotel and Casino, Las Vegas, NV
Encore at Wynn Las Vegas, Las Vegas, NV
Golden Nugget Hotel & Casino, Las Vegas, NV
Legends Casino, Yakima, WA
Little Six Casino, Prior Lake, MN
Mystic Lake Casino, Prior Lake, MN
Palms Casino Resort Phase II, Las Vegas, NV
Palms Casino Resort Concert Venue, Las Vegas, NV
Snoqualmie Casino, Snoqualmie, WA
Tropicana Mega Resort, Las Vegas, NV
Wynn Las Vegas, Las Vegas, NV

Work Experience

TERPconsulting, 2010 – Present
jba consulting engineers, 2005 – 2010
Schirmer Engineering Corporation, 2001 – 2005
Fire Protection unlimited, 1999 – 2001
Performance Design Technologies, 1997 – 1998
Nexus Technical Services Corporation, 1996 – 1997
Lockheed Martin Energy Systems, 1993 – 1996

Bryan Douglass, FPE | Fire Protection Engineer

Education

Worcester Polytechnic Institute
M.S. in Fire Protection Engineering - 2007

Worcester Polytechnic Institute
B.S. in Fire Protection Engineering - 2006

Registration

Licensed Fire Protection Engineer:
California, Kansas, Louisiana, Nevada, Oregon

Professional Affiliations

Society of Fire Protection Engineers (SFPE)
Member grade, Southern Nevada Chapter – President

Bryan Douglass has over 10 years of experience and began his engineering career in 2006 as a Graduate Intern at Rolf Jensen & Associates, Inc. In January 2008, Mr. Douglass joined JBA Consulting Engineers as a Consultant, providing code consulting and conceptual design of fire protection systems for various gaming, hospitality, and commercial projects. He was eventually promoted to Senior Fire Protection Engineer and was responsible for the management of projects such as SLS Las Vegas, Marriot Grand Chateau Phase 3 Tower, and Michael Jackson Cirque Show. He also served as an MQAA special inspector for projects such as, Sam's Town, Encore at Wynn Las Vegas, and Bluegreen Timeshare.

Mr. Douglass is a registered professional Fire Protection engineer in 5 states. He is past President of the Southern Nevada Chapter of the Society of Fire Protection Engineers.

Bryan holds an M.S. degree in Fire Protection Engineering from Worcester Polytechnic Institute, MA and a B.S. degree in Mechanical Engineering from Worcester Polytechnic Institute, MA.

Select Project Experience

- Clark County Water Reclamation, Las Vegas, NV The D Casino, Las Vegas, NV
- Eclipse Movie Theater, Las Vegas, NV
- Encore at Wynn, Las Vegas, NV.
- Fashion Show Mall, Las Vegas, NV
- Henderson Vitamin Manufacturing Facility, Henderson, NV
- Horizon Hospital, Las Vegas, NV
- Isleta Casino & Resort, Albuquerque, NM
- Las Vegas Convention Center, Las Vegas, NV Le Maitre Fireworks, North Las Vegas, NV Luxor Hotel & Casino, Las Vegas, NV Mandalay Bay Resort, Las Vegas, NV
- Marriott Grand Chateau, Las Vegas, NV
- Metro Hangar, North Las Vegas, NV
- Paris Las Vegas - Master Egress, Las Vegas, NV Planet Hollywood Axis Theater, Las Vegas, NV Rebel Oil, North Las Vegas, NV
- Sam's Town, Las Vegas, NV
- SLS Las Vegas, Las Vegas, NV
- Southern Hospital, Las Vegas, NV
- Tortoise Rock Casino, Twentynine Palms, CA Treasure Island Retail Expansion, Las Vegas, NV Tropicana Resort, Las Vegas, NV
- Ulupono LPG, Hawaii
- UNLV, Las Vegas, NV

Work Experience

TERPconsulting, 2012 – Present
jba consulting engineers, 2008 – 2012
Rolf Jensen & Associates, 2006

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Jay Griffin, CASp | Senior Plans Examiner

Licenses and Certifications

- Certified Access Specialist #788

Education

High School Diploma

Skills

- Communication, both written and verbal
- Critical thinking
- Technical plan review
- Creative solutions to complex problems

Jay Griffin possesses over 40 years of experience in the building industry including 20 years as a Supervising Building Inspector. He has extensive knowledge in the areas of building life safety, accessibility, plumbing, and mechanical disciplines, as well as a strong background in plan review. Jay's expertise spans across a wide range of complex projects, including commercial and residential buildings. Throughout his career, he has gained hands-on experience working in various roles, such as carpenter, lead carpenter, job foreman, superintendent, building contractor, and building inspector.

As a collaborative leader, Mr. Griffin recently provided exceptional leadership skills as the Supervising Building Inspector for the City of Sacramento Building Division. He also taught life safety and disabled access classes to city staff and provided guidance and support to plan review and inspection staff. With his expertise in resolving code-related issues and ensuring compliance with regulations, Jay maintains high levels of productivity, reliability, and customer service. He is also a certified California Access Specialist (CASp) and is passionate about continuing a career in the building life safety field.

Work Experience

Sr. Plans Examiner, TRB and Associates, Inc. **2023 – Present**

- Provides building plans examination for jurisdictions on an as-needed basis. Responsible for providing plan check reviews for residential and commercial structures. Review scope includes both structural and non-structural disciplines.
- Reviews building plans and related documents for compliance with California Building Codes, agency requirements and policies. Verifies that projects have obtained all necessary approvals; maintains records and prepares final plan sets for approval.
- Performs plan review of light commercial tenant improvements and remodel projects.

Supervising Building Inspector, City of Sacramento, Sacramento, CA **2004 – 2023**

- Reviewed incoming workload for completeness and complexity and assigned tasks to staff members as needed.
- Taught ongoing life safety and disabled access classes to city staff, ensuring that they were up-to-date on the latest regulations and requirements.
- Served as a subject matter expert on life safety and disabled access provisions of the California Building Code, providing guidance and support to city plan review and inspection staff. Resolved code-related issues as they arose, using deep knowledge and expertise to ensure compliance.
- Reviewed project plans for compliance with applicable requirements of the California Building Code for life safety and disabled access. Worked on a wide range of projects, from simple tenant improvements to high-rise buildings, complex additions to historic structures, and the Golden 1 Arena. Conducted thorough reviews and provided detailed feedback to ensure that all aspects of the code were met.
- Evaluated AMMR (Alternative Materials and Methods of Construction) requests for equivalence with prescriptive code.

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Jeff Brooks, CASp | Senior Plans Examiner

Licenses and Certifications

- Certified Access Specialist
- ICC CA Commercial Pluming Inspector
- ICC CA Commercial Mechanical Inspector

Education

Cosumnes River College
Building/Home/Construction Inspection/Inspector

Honors/Awards

- Building Official Leadership Academy – CALBO
  Building Official Leadership Academy (BOLA) Award for completing the CALBO BOLA program for2017-2018.

Skills

- Municipalities
- Construction
- Code Enforcement
- Life Safety
- Building Codes
- Plan Review
- Building Inspections
- NFPA
- Interpersonal Skills

Jeff possesses over 40 years in the construction industry with 21 years as a building inspector performing commercial and residential plan review and inspections in the building life safety, accessibility, plumbing, mechanical disciplines throughout Northern California. Jeff's expertise includes the review of highly complex mechanical and plumbing systems. He also has 20 years of experience working in the trades and as a contractor building custom homes.

As a collaborative leader, Jeff recently provided exceptional leadership skills as the Cannabis Project Manager for the City of Sacramento Building Division. He also provided training and direction for other plans examiners and inspectors for legal related facilities. He works well with the public as well as his colleagues and maintains high levels of productivity, reliability with excellent work ethic to deliver high quality customer service.

Jeff is ICC certified as a Commercial Building and Electrical Inspector. In addition, he is also certified as a California Access Specialist (CASp). Jeff has well-rounded experience in the building industry.

Work Experience

Senior Plans Examiner, TRB and Associates, Inc. **2021 – Present**

- Reviews complex plan drawings and calculations for code compliance on behalf of client agencies.
- Performed comprehensive mechanical and plumbing review for new $100 million mixed use project located in the City of West Hollywood.
- Performed mechanical and plumbing review for new $1.3 billion mixed use project located in Sacramento, CA
- Reviews encompass all manner of construction, including residential, commercial, and industrial project types.

Building Inspector/Plans Examiner, City of Sacramento **2000 – 2021**

- Performed mechanical plumbing plan review for Golden 1 Center Arena, home of the Sacramento Kings.
- Provided life safety, fire systems, and mechanical and plumbing plan review on a wide range of project types during tenure.

General Contractor, Brooks Construction **1980 – 2000**

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Ryan Leiendecker | Senior Plans Examiner

Certifications/Licences

ICC Certified:
- Certified Building Official
- Certified Fire Marshall
- Building Code Specialist
- Building Plans Examiner
- Residential Energy Inspector/Plans Examiner
- Commercial Energy Plans Examiner
- Residential Plans Examiner
- Plumbing Plans Examiner
- Commercial Building Inspector
- Residential Building Inspector
- Commercial Plumbing Inspector
- Building Inspector
- Permit Specialist
- Permit Technician

Training Certificates:
- Anchorage Design
- Repair Application Procedure
- Fundamentals of Concrete and Materials
- Fundamentals of Concrete Construction

Education

- Brandman University (Chapman University System), Irvine, California- Master of Public Administration
- Brandman University (Chapman University System), Irvine, California- Bachelor of Sociology

Ryan James Leiendecker possesses more than 14 years of experience in building and fire life safety, conducting plan reviews and inspections for residential and commercial projects in the public sector. In his recent role as a Senior Plan Checker at the City of Pleasanton Building and Safety Division, Ryan supervised Plan Checkers and conducted quality control reviews of consultant's plan reviews. He evaluated building and structural plans for compliance with various codes and met with stakeholders to discuss projects. Ryan conducted over-the-counter reviews for simple projects, while also effectively communicating with customers at the counter, over the phone, and via email, consistently delivering exceptional customer service. He also served as backup for the Chief Building and Safety Official, assisted in special projects, and conducted field inspections as needed.

Ryan has vast experience reviewing construction plans to ensure structural integrity and compliance with regulatory standards, covering California building, mechanical, electrical, plumbing, energy, green, fire codes, and local ordinances.

Work Experience

Senior Plans Examiner, TRB and Associates Inc. **2022 – Present**

- Senior Plans Examiner for jurisdictions on an as needed basis responsible for conducting fire and life safety plan review and inspections ensuring compliance with all applicable local, state, and federal agencies.

Senior Plan Checker, City of Pleasanton Building and Safety **2021 - 2022**

- Supervised Plan Checker and ensured quality control of consultant's plan reviews.
- Checked building and structural plans from architects, engineers, contractors, and owners for compliance with codes and regulations.
- Collaborated with stakeholders like architects, engineers, contractors, and homeowners to discuss projects.
- Conducted over-the-counter reviews for simple projects.
- Provided information and assistance to customers in person, over the phone, or via email.
- Issued building permits and participated in staff meetings to review project compliance.
- Delivered customer service at the Public Counter, including minor plan reviews, and resolving conflicts.
- Acted as backup for the Chief Building and Safety Official when needed.
- Assisted in special projects such as community studies and emergency planning.
- Conducted field inspections related to plan reviews as necessary.

Plans Examiner, County of Napa Building Division **2015 – 2021**

- Reviewed construction plans for structural integrity and compliance with the California building, mechanical, electrical, plumbing, energy, green, fire code and local ordinances.
- Assisted building inspectors with inspections concerning complex structural and life safety issues.
- Met with architects, engineers, and contractors to discuss future or ongoing projects.
- Provided over-the-counter reviews for certain simple projects.
- Provided information to customers at the counter, over the phone, or via email.

Combination Building Inspector Aide II, City of Long Beach Building & Safety **2014 - 2015**

- Assisted customers at the public counter by answering Title 24 code and permit related questions and issuing permits.
- Plan checked photovoltaic systems, signs, pools, and spas.

James Johnson, E.E., QCxP | Senior Plan Review Engineer

Registration/Certification

Registered Electrical Engineer – Hawaii

ICC Certified Electrical Plans Examiner

Qualified Commissioning Services Provider (QCxP)

Construction Quality Control Reviewer (CQCR)

Professional Affiliations

Illuminating Engineering Society (IESNA)

International Association of Electrical Inspectors

Building Commissioning Association (BCA)

International Code Council (ICC)

Volunteer Affiliations

Board Member,
Richmond High School Engineering Academy Advisory Board
2014 – Present

Volunteer Writer/Coach,
El Cerrito and Richmond High Schools
2013 – Present

James Johnson is a Registered Electrical Engineer (Hawaii), ICC Certified Electrical Plans Examiner, and Qualified Commissioning Services Provider (QCxP) with over 30 years of experience encompassing electrical engineering design and plan review. Mr. Johnson has provided electrical plan review on a variety of project types including commercial building, tenant improvements, and photovoltaic systems. In addition, Mr. Johnson has performed extensive power and lighting systems design, engineering and construction document production, and project management.

Select Skills / Project Experience

- Analyze permit submittal plan documents for conformance to adopted national, state, and city/county codes including NEC, NFPA, IBC, ICC and UFC standards.
- Conduct forensic electrical systems investigations to determine origin and cause failure of equipment and associated distribution systems including power, lighting and fire alarm with analysis and resolution of legally adopted Code compliance issues.
- Provide scheduled review as CQCR of electrical construction documentation with scheduled site inspection to assure quality construction in accordance with minimum codes and standards for U.S. government projects.
- Professionally managed a wide variety of governmental, commercial, institutional, and residential projects with associated commercial and emergency, renewable and non-renewable power, lighting, and telecommunication systems.
- Provided oversight of engineering skills development and implements of Engineers-In-Training. As a lead instructor at Leeward Community College, taught Math, English and Writing from high school through college freshman levels.
- Proficient in Microsoft Word, Excel, PowerPoint, Adobe Photoshop and Acrobat Pro, AutoDesk AutoCAD MEP 2013. Revit MEP 2013.

Work Experience

- Senior Plan Review Engineer, TRB + Associates, Inc., 2014 to Present
- Certified Electrical Plan Reviewer, City and County of Honolulu, 2013 to Present
- Senior Electrical Engineer/Project Manager, Moss Engineering, 2005 – 2013
- Office Manager, Senior Electrical Engineer, Tower Engineering, 2000 – 2005
- Senior Project Engineer/Manager, Applied Engineering, 1995 – 2000
- Lead Instructor, Office of Continuing Education and Training, Leeward Community College, Pearl City, HI, 1995 – 2000
- Senior Electrical Design/Project Manager, Bennett, Drane, Karamatsu Engineers, Honolulu, HI, 1985 – 1995

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Steven Block, E.E. | Senior Plan Review Engineer

Education

B.S. Engineering, Physics
California State University, Northridge, CA

Registration

Registered Electrical Engineer
California, Nevada, Arizona, Hawaii

Steven Block is a highly skilled electrical engineer with over 25 years' experience in the electrical engineering field. His expertise includes electrical design and plan review for compliance with the National Electrical Code, California Electrical Code, California Energy Code, local ordinances, National Electrical Safety Code, California Electrical Code, California Energy Code, local ordinances, National Electrical Safety Code, OSHA and other applicable laws, ordinances, regulations and standards (LORS).

Projects reviewed for code compliance include commercial and industrial solar power plants, commercial natural gas power plants, wastewater treatment plants, and cement plants, industrial and commercial buildings, parking structures, hotels, and municipal utilities. Designed and provided construction support for traffic signals, highway lighting, closed circuit television, traffic monitoring stations, maintenance stations, and storm water pumping stations.

Work Experience

Senior Electrical Plan Review Engineer, TRB and Associates **2016 - Present**

- Plan review for residential, commercial, and industrial installations – Phillips 66 Naval Weapons Station, OSHPD 3 reviews for the City of Sacramento, Benicia Valero Refinery Audit, Child Daycare Center in Santa Clara, new apartments in Sacramento.

Senior Electrical Engineer, Private Consulting Firm **2004 - 2016**

- Plan review for code compliance and field inspector support – Silver State North Photovoltaic Generating Station, transmission lines, and high voltage substation (Nevada), Palomar Power Project (California), Panoche Energy Center (California), Abengoa Solar Thermal Generating Station and substation (California), Genesis Solar Collector Generating Station (California), Inland Empire Energy Center (California), Distributed Energy Partners Generating Stations (Hawaii), Various Wind Power Generating Stations in Solano County, CA, and other generating stations.
- Plan review for commercial and industrial installations – FBI Honolulu, Disney Hawaii, Fort Irwin Military Housing (California), various rooftop photovoltaic installations (Hawaii), Valero Refinery Benicia (California), Transmission Line Feeder for Concrete Plant (Nevada) and Various Cellular Tower Installations (Hawaii).

Alan Roth, E.E. | Senior Plan Review Engineer

Education

B.S. Electrical Engineering
California State Polytechnic University

Registration

Registered Electrical Engineer
California

Alan Roth is a registered professional electrical engineer with over 30 years of engineering experience. His experience encompasses extensive electrical systems design, quality control, and oversight roles at power plant and other industrial facility types. Past roles include working for Calpine, Inc. and Dow USA on power generation and chemical plant projects.

Work Experience

Senior Electrical Plan Review Engineer, TRB + Associates **2016 – Present**

- Conducts electrical code compliance plan review of industrial and power generation facilities. Currently assisting with plan review $1 billion petrochemical refinery expansion project.

Electrical Engineering, Calpine Corporation **1998 – 2014**

During tenure at Calpine Corporation, held positions of Senior Electrical Engineer, Senior Project Engineer, Senior Operations Engineer, and Senior Electrical Engineer 3.

- Provided support for the design and construction of a new combined cycle power plants and installation of new combustion turbine generators in existing plants. Duties included:
  - Reviewed engineer's design documents for compliance with Calpine standards and proper interface with OEM documentation
  - Provided field support as required
  - Design
  - Management of capital projects
  - Analysis of protection and control systems
  - Root cause analysis and determination of corrective actions for equipment and protection system failures
  - Recommended predictive preventative maintenance
- Provided interface with consultants for complete protection reviews at 12 Calpine power plants in CA. Duties include:
  - Compiled all protection related drawings
  - Compiled any relay coordination and settings documents
  - Provided field support to consultants to verify drawings and actual protective relay settings
- Determined the preliminary conceptual design, using standard design guidelines for plants in development
- Interfaced with local utilities for new interconnections for projects in the development phase
- Represented Calpine to WECC and other regulatory bodies.
- Provided guidance to plants on maintaining compliance with regional and national reliability standards.
- Interfaced with local utilities for new interconnections for projects in the development phase.
- Represented Calpine to WECC and other regulatory bodies.
- Determine the specification of the major equipment to be selected for the projects as well as interfacing system design.
- Interfaced with utilities, steam hosts, gas suppliers, permitting agencies, consultants and other organizations involved with the development of power projects.
- Directed transmission consultants in initial studies for power plant siting.

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Peter Kogan, M.E., LEED AP | Senior Plan Review Engineer

Education

Master of Science, Mechanical Engineering, Moscow Aeronautical Institute, Russia

Registration/Certification

Registered Professional Mechanical Engineer: California, Hawaii, Nevada, Texas, Colorado, Arizona

Certified Energy Manager (CEM), State of California

LEED Accredited Professional

Peter Kogan is a licensed mechanical engineer with over 30 years of diversified experience in the construction industry. His expertise lies in the areas of design and construction administration for Heating, Ventilation and Air Conditioning, Plumbing, Fire Protection, Energy and Building Studies, and Value Engineering. In the past ten years he was responsible for the design and renovation construction of several historical preservation projects. Peter's extensive experience and personal attention to project details has always assured professional services performed within budget and to complete client satisfaction.

Peter has published several technical articles in the national magazine "Heating, Piping, Air Conditioning" and recently had an article published in the architectural magazine "Progressive Architecture". Peter has presented a technical paper on World Energy Congress in Atlanta, Georgia in 1990.

Select Project Experience

Healthcare

- New Medical Facility, Nevada Air National Guard, Reno, NV
- Radiology/ Oncology Labs Renovation, Hospital Building, UCSF, San Francisco, CA
- Renovation of Buildings 210/212 & 301, Metropolitan State Hospital, Norwalk, CA
- Sonoma State Hospital, Central Plant HVAC Modifications, Sacramento, CA

Education, Assembly

- Wet Research Laboratories in Building 74, Lawrence Berkeley Lab, Berkeley, CA
- Medical Research Laboratories, Warren Hall, UC Berkeley, CA
- Calvary Church, Los Gatos, CA. New 80,000 sq.ft., 2-story Life Center with Classrooms, Multi-Use Room, Gymnasium, Meeting Halls, etc.

Multi-unit Residential

- New Condominium Complex, San Francisco, CA. New 7 Story Condominium Complex located at 1438 Green Street
- Military Housing and Commercial Facilities, NAS Fallon, NV. New 3 Building Housing Complex comprising 126 Bachelor Enlisted Quarter units & new base Administration, Maintenance, Shop and Storage Facilities.

Commercial

- The Disney Store, New Retail Store, Winward Mall, Kaneohe, HI
- Office Building, San Francisco, CA. New 3 Story Office Building located at 325 Pacific Avenue
- New Ruth's Chris Steak House Restaurant, The Montage, Reno, NV
- Foods Pilot Plant Expansion for Clorox Corporation, Pleasanton, CA

Government, Civic

- Renovation of 3–Building Command Headquarter Complex, Travis Air Force Base, Fairfield, CA
- New 2-story Fitness Center at Naval Postgraduate School, Hayward, CA
- New International Arrival Building, Oakland Airport, CA

Work Experience

TRB + Associates, Inc, 2008-Present
Peter Kogan Associates, Owner, 1988-Present

Akitayo (Tai) Akiwumi | Senior Plans Examiner

Certifications/Licences

ICC Certified:

- Building Plans Examiner
- Building Inspector
- Plumbing Inspector

Education

- Master of Science - Mechanical Engineering, University of Manchester Institute of Science and Technology, UK.
- Bachelor of Science - Mechanical Engineering, University of Manchester Institute of Science and Technology, UK.

Training

- 2022 CBC Chapter 11A: Privately Funded Multi-Family Dwelling Accessibility.
- 2022 CBC Chapter 118: Accessibility in Public Buildings, Public Accommodations and Commercial Buildings.

Committee Representation

City representative at the Tri-Chapter Uniform Code Committee meetings.

Akitayo (Tai) Akiwumi possesses over 22 years of experience in conducting complex plan reviews for residential and commercial projects, encompassing architectural, mechanical, plumbing, and electrical aspects. In his recent role as a Plans Examiner at the City of San Ramon, he conducted thorough plan reviews for a diverse portfolio of projects, ranging from new constructions to tenant improvements and alterations. Tai's responsibilities also extended to performing over-the-counter plan checks, issuing permits, and providing invaluable code resource services to clients.

In previous roles, Tai demonstrated his proficiency by providing guidance to designers, training staff, addressing customer inquiries, conducting extensive research on code issues, and collaborating effectively with architects and designers. His dedication to ensuring compliance and safety standards has been evident throughout his career.

Tai exhibits exceptional knowledge of local, state, and federal safety standards, ensuring strict adherence to regulations. Holding ICC certifications as a Building Plans Examiner, Building Inspector, and Plumbing Inspector, he brings a well-rounded expertise to the building industry. urthermore, his background in mechanical engineering, technical supervision, general management, and project development, combined with his reliability in supporting team efforts, greatly enhances his performance in his role.

Work Experience

Senior Plans Examiner | TRB and Associates Inc. **2024 - Present**

- Senior Plans Examiner for jurisdictions on an as needed basis responsible for conducting fire and life safety plan review and inspections ensuring compliance with all applicable local, state, and federal agencies.

Plans Examiner | City of San Ramon, San Ramon, CA **2005 - 2024**

- Conducted residential and commercial architectural, mechanical, plumbing, and electrical plan reviews.
- Reviewed a wide range of projects, including:
  Non-Residential:
  - New constructions like malls, offices, and restaurants.
  - Tenant improvements for offices, restaurants, stores, warehouses, and more.

  Residential:
  - Single-family dwellings, involving both new constructions and alterations.
  - Multi-family dwellings, including new constructions and alterations.
- Performed over-the-counter plan checks, issued permits, and provided code resource services to customers via counter, email, and telephone inquiries.
- Assisted in training permit technicians and ancillary staff.
- Met with architects and designers before project submittals for review.
- Conducted field inspections as needed.

Plans Examiner I & II, Berryman & Henigar Inc. | Pleasanton, CA **2002 - 2006**

- *2005 - 2006:* Served as Plans Examiner II, conducting part-time residential and commercial architectural, mechanical, plumbing, and electrical plan reviews on an as-needed basis.
- *2002 - 2005:* Functioned as a Plans Examiner, overseeing residential and commercial architectural, mechanical, plumbing, and electrical plan reviews.
- Additional responsibilities included:
  - Provided guidance to designers on code compliance issues.
  - Assisted in training permit technicians and ancillary staff.
  - Addressed customer inquiries regarding plan checks and other matters.
  - Conducted research on code issues as requested by building departments.
  - Collaborated with architects and designers prior to project submissions for review.

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Michael Osborn, PE, LEED AP | Senior Civil Plan Review Engineer

Licenses and Certifications

Registered Civil Engineer | 66022

LEED AP, 2009

Education

Bachelor of Science, Civil Engineering
California Polytechnic University, San Luis Obispo, CA

Caltrans Local Assistance Resident Engineer (RE) Academy

Affiliations

Leadership Santa Barbara County, Board of Directors

Leadership Fresno, Class 31

American Society of Civil Engineers (ASCE)

Michael Osborn is a senior engineer at Provost & Pritchard. With over 20 years of engineering experience, Mr. Osborn has been involved in a variety of public works, residential and commercial development, and educational facility projects. His areas of expertise include site grading design, Americans with Disabilities Act (ADA) site accessibility design and assessment, stormwater management, storm drainage, sanitary sewer systems design, street design, and site development.

Work Experience

Plan Check Engineer, Grading and Drainage Plan Check Services | City of Santa Clara, CA

Mr. Osborn is currently assisting the City of Santa Clara by providing grading and drainage plan check services for various projects in the city. Mr. Osborn has been a primary plan check engineer, reviewing on-site development and associated improvements in the public right-of-way in relation to demolition, grading and drainage. Projects have varied in size from single commercial buildings to multi-family residential to the multi-phased, mixed-use Related Santa Clara project.

City Engineer | City of Mendota, CA

Mr. Osborn is the current City Engineer for the City of Mendota. His responsibilities include management and coordination of the City's state and federally-funded street projects through the Fresno County Council of Governments (FCOB) and Caltrans DLAE and coordination with the City Manager and Public Works Department on infrastructure issues with streets, water, sewer, and storm drain. Mr. Osborn has a significant role in assessing and identifying pavement conditions and storm drain infrastructure issues and needs for the City and putting that knowledge to use in assessing potential flooding issues and coordinating pavement maintenance and street reconstruction.

Project Manager, On-Call City Engineering Services | City of Dinuba, CA

Mr. Osborn provided general civil engineering services to the City of Dinuba, assisting the City's Public Works Department to complete capital improvement projects for 18 months. Projects that were included under this contract ranged from providing civil engineering and land surveying for park facility upgrades, ADA compliance, updating the City's Urban Water Management Plan, development reviews, and grant writing assistance.

Project Engineer, ADA Assessment and Barrier Transition Plan, Community Regional Medical Center | Fresno, CA

Mr. Osborn was the project engineer responsible for completing an ADA compliance site self-evaluation of the Community Regional Medical Center campus. The exterior site-evaluation consisted of the paths of travel from parking stalls to building front doors, and paths of travel between buildings. Upon completion of the evaluation and results report, a Barrier Removal Plan was prepared and included a detailed list of compliance areas that needed to be addressed.

Project Manager, Ongoing Consulting Services, Santa Barbara Community College District | Santa Barbara, CA

Mr. Osborn was responsible for providing ongoing engineering services for the Director of Facilities & Operation and Campus Development. He prepared a pavement assessment of all three campuses within the District, which led to the District's first pavement management plan. In addition, he improved approximately 30,000 square feet of pathways, repaired or resurfaced approximately 10 acres of asphalt pavement, improved the sites of 27,840 square feet or modular buildings, and improved accessible parking and routes of travel around each project. Additional scope of services included mapping existing utilities and improving potable water and sanitary sewer facilities to new buildings. Mr. Osborn also studied slope erosion and prepared "on-call" emergency slope repairs, and provided site grading, paving, utility and storm water management improvements for new building construction as the project civil engineer on several architectural teams.

Michael Williams | Supervising Inspector

Certifications/Licenses

California ICC Certified:
- Building Inspector B5
- California Residential Building Inspector
- California Commercial Building Inspector

Certified in Oregon:
- Oregon OIC-OR Inspector
- Oregon SIA-Structural Inspector A-Level
- Oregon CAS-Residential Structural Inspector

- Linhart Peterson Powers Associates (LP2A) Training Institute – Certificate
- State Of California Safety Assessment Program (CAL OES)

Education

- U.S. Army Air Defense Artillery, Army Ranger School Ranger Indoctrination Program (RIP)
- Diablo Valley College (DVC) courses in Electrical, Plumbing, and Mechanical Codes

Computer Skills

- Permit Plus
- Accela
- Permit Track
- Sweeps

Michael WIlliams possesses over 20 years of experience in inspection services for commericial and residential projects encompassing inspections of building, structural, electrical, plumbing, mechanical, overall life safety standards, IOR projects, local zoning codes, construction documant review, issuing of building permits, as well as over the counter plan review. He is able to interpret and apply pertinent Federal, State, and local laws, codes, and regulations. Michael also has experience in all aspects of the construction industry.

Mr. Williams is highly motivated, hardworking, dependable, punctual, excellent team player with a “can do” attitude. Michael works well with the public, with his colleagues, in a leadership position, or alone, with strong interpersonal skills, high levels of productivity, reliability with excellent work ethic enabling successful interaction with clients, co-workers, and supervisors.

As an ICC Certified Building Inspector, Residential and Commercial Building Inspector, Michael is motivated to continue a career in the building and life safety field, and public service.

Work Experience

Supervising Inspector, TRB and Associates, Inc. **2023 – Present**

- Building Inspector for jurisdictions on an as needed basis responsible for inspecting residential, commercial, and industrial project types from start to finish.
- Communicates compliance elements with clients with solution driven resolve.
- Provides over the counter building plans examination for jurisdictions on an as-needed basis.
- Reviews building plans and related documents for compliance with California Building Codes, agency requirements and policies. Verifies that projects have obtained all necessary approvals; maintains records and prepares final plan sets for approval as needed.
- Project types range from residential alterations to light-gauge structures in commercial buildings.
- Project Manager for Disaster Recovery Operations and Program Development.
- Cal OES SAP Inspector experienced for multiple events.

Project Manager and Building Inspector, Private Consultant, CA./OR.	**2019 - 2023**
Building Inspector, Solano County, Fairfield, CA.	**2011 - 2019**
Consultant/Project Manager, Build Rite Construction, Bay Area, CA	**2009 - 2011**
Building Inspector, Solano County, Fairfield, CA.	**2006 - 2009**
Building Inspector, Private Consultant, Elk Grove, CA.	**2005 - 2006**
Electrical Apprentice/Construction Laborer, Steiny & Co.,Vallejo, CA.	**2000 - 2005**
Sargent, U.S. Army – Fort Drum Watertown, NY.	**1993 - 1998**

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Douglas Kreiss | Senior Building Inspector

Certifications/Licenses

- ICC Certified Combination Dwelling Inspector - Uniform Codes
- ICC Certified Residential Combination Inspector
- ICC Certified Commercial Electrical Inspector
- ICC Certified Mechanical Inspector
- ICC Certified Plumbing Inspector UPC
- ICC Certified Mechanical Inspector UMC
- ICC Certified Building Inspector
- ICC Certified Plumbing Inspector
- ICC Certified Electrical Inspector
- ICC Certified Combination Inspector
- ICC Certified Commercial Combination Inspector
- California State Fire Marshal Fire Prevention 1A, 1B, 1C

Education

- University of Illinois, Champaign, IL, M.S.
- University of California, Berkeley, CA, B.A.
- College of Alameda, CA. A.A.

Douglas possesses over 20 years of building industry experience as a Certified Building Inspector. Douglas' extensive knowledge includes a wide variety of project types including all aspects of single and multi-family residential, commercial, and industrial structures. He has in-depth code knowledge as is adept at the practical application of the codes working with public agencies.

Mr. Kreiss most recently served as a Building Inspector for the City of Fremont. In this role, he provided expertise, staff training and interpretation of mechanical installation and inspection in addition to combination inspection duties in special projects. This has provided him with a wealth of building industry experience. Douglas has demonstrated outstanding customer service with the public, contractors and development community.

Douglas is also ICC certified in multiple areas including as a Building Inspector, Combination Dwelling Inspector – Uniform Codes, Plumbing Inspector UPC, Mechanical Inspector UMC, Commercial Combination Inspector, Residential Combination Inspector, Commercial Electrical Inspector, Mechanical, Electrical and Plumbing Inspector. He is also certified as a California State Fire Marshal for Fire Prevention 1A, 1B, and 1C.

Work Experience

Senior Building Inspector, TRB + Associates **01/2021 - Present**

- Senior Building Inspector for jurisdictions on an as needed basis responsible for inspecting residential, commercial, and industrial project types from start to finish.
- Contract Inspector for major projects and jurisdictions on an as needed basis.
- Communicates compliance elements with clients with solution driven resolve.

Building Inspector, City of Fremont **07/2001 - 06/2020**

- Senior Specialist assigned to provide expertise, staff training and interpretation of mechanical installations and inspection in addition to combination inspection duties in special projects.
- Projects included the City of Fremont corporation yard, two story private school buildings, churches, fire stations, multi-story apartment complexes, senior housing project, all seismic upgrades per the City of Fremont ordinance, high tech and hazardous occupancies, restaurants, single family residential projects.
- Duties also included coordination of staff vehicle maintenance and revision of Building Department forms

Combination Building Inspector, City of Fremont **05/2000 - 07/2001**

- High tech, commercial and industrial inspections, including Seagate, AXT HMT, Home Depot REI, City Beach, single family residential.

Combination Building Inspector, City of Pleasanton **09/1999 - 05/2000**

- Single family residential combination inspections and commercial inspections

Combination Building Inspector, Private Consultant **03/1999 - 09/1999**

- Assigned to the City of Dublin and Town of Danville
- Single family and multi-family residential projects

Union Carpenter, Private Consultant **01/1980 - 04/1999**

- Devcon Construction, Tisys Construction, Holvick Construction, Cramer Associates. Supervision, foreman, commercial industrial new construction, tenant improvements, tilt-up, wood and metal stud framing, interior and exterior finish work, cabinets, acoustic ceilings, computer floors, residential rough and finish construction

Sean Burke | Senior Building Inspector

Certifications/Licenses

ICC Certified
Plumbing Inspector
Electrical Inspector
Building Inspector

Professional Affiliations

B.A., Religious Education Minor in Christian Education

Computer Skills

Microsoft Office
Accela Permit Services software

Sean possesses over 24 years of experience in inspection services throughout Northern California encompassing housing inspections, quality control, and combination building code inspections for residential and commercial project types. Sean also has 12 years of experience as an electrician.

Sean's recent experience as a multi-trade inspector for several commercial projects includes helping support the jurisdictions of the County of Sacramento, Town of Loomis, and City of Colfax for both inspections and minor plan review.

As a collaborative leader, Sean provided exceptional leadership skills in managing, supervising, evaluating, and training 22 personnel at one of the busiest permit counters in the region. He has positive working relationships with clients, management, as well as his peers and maintains high levels of productivity and reliability with excellent work ethic to deliver high quality customer service.

Work Experience

Combination Building Inspector, TRB and Associates, Inc. **2022 – Present**

- Building Inspector for jurisdictions on an as needed basis responsible for inspecting residential, commercial, and industrial project types from start to finish.
- Communicates compliance elements with clients with solution driven resolve.

Building Inspector, Private Consultant **2019 – 2021**

- Functioned as a multi-trade inspector for several commercial projects (Placer County's New Coroner's Facility, WellQuest of Granite Bay & Amazon Distribution Facility in Turlock, CA)
- Helped support the jurisdictions of the Town of Loomis and City of Colfax for both inspections and minor plan review.

Permit Services Manager, City of Sacramento **2014 - 2019**

- Managed and oversaw the Building Department Permit Counter.
- Supervised 16 employees permit technicians and building inspectors.
- Supervised six (6) customer service reps assisting in checking in customers and processing payments and plans management.
- Responsible for a variety of complex clerical duties, primarily related to the intake and processing of building permit applications as well as constant communication and coordination with members of the public and City staff.

Building Inspector, City of Sacramento **1998 - 2014**

- Inspected new residential construction and remodels and light commercial tenant improvements.
- Managed facilities permit program, catering to commercial building owners with frequent tenant improvement to expedite their plan submittals and streamline their inspections.
- Supervised three (3) building inspectors assigned to the program.
- Responsible for supervising, evaluating, training, and coordinating the work of building inspectors performing inspection work in all phases of construction, alteration, and repair for compliance to approved plans, specifications, and state and local codes.

Electrician, Private Sector **1987 - 1998**

- Worked as an electrician in various private sectors in Northern California, located in Truckee, Gold River, and Sacramento.

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Brian Elder | Senior Building Inspector

Certifications/Licenses

- ICC Certified, Building Inspector
- ICC Certified, California Residential Building Inspector
- ICC Certified, California Commercial Building Inspector
- IAPMO Plumbing Inspector
- IAPMO Mechanical Inspector
- P.O.S.T. PC 832
- California General B CSLB Contractor License # 730875

Brian possesses over 20 years of experience providing inspection services to jurisdictions throughout Northern California. He possess extensive knowledge of the local environment including applicable codes, ordinances, climate and culture. He has inspected projects of all types and sizes and is able to inspect a wide range of residential and commercial projects.

His recent experience includes working as a Combination Building Inspector for a 550,000 sq. ft. Hotel Casino addition at Cache Creek Casino. He has also provided combination inspection services for various jurisdictions including Yolo County, the Cities of Grass Valley, West Sacramento, Sacramento, Vallejo, Winters and Town of Loomis. Brian managed and oversaw the building department and inspectors at the City of Grass Valley. As a licensed general contractor, Brian worked on a tract home construction for Shastan Homes in Chico.

Work Experience

Senior Building Inspector, TRB + Associates **11/2018 – Present**

- Contract inspector for jurisdictions on an as-needed basis responsible for inspecting residential and commercial project types

Combination Building Inspector, Private Consultant **07/2014 – 11/2018**

- Provided combination inspection services for the Cities of West Sacramento, City of Vallejo, City of Sacramento, Town of Loomis, City of winters, Yolo County and Cache Creek Casino
- Projects included single and multifamily residential, commercial, industrial buildings, large tilt up and ten story high rise buildings

Supervising Building Inspector, Private Consultant **11/2013 – 07/2014**

- Performed inspections of commercial, industrial, and residential construction (new, remodels, repairs and replacements) for conformance with applicable codes and ordinances
- Reviewed building plans and supporting material relevant to ensure compliance with various codes, ordinances and policies
- Conferred with city personnel, architects, contractors, and the general public on building code requirements and restrictions
- Reviewed records and reports of inspections for accuracy

Supervising Building Inspector, City of Orland, CA **03/2002 – 11/2013**

- Provided building, electric, plumbing, mechanical, and accessibility inspections for residential and commercial projects
- Performed inspections of all construction phases for compliance with applicable State and City codes and ordinances
- Conferred with city personnel, architects, contractors, and the general public on building code requirements and restrictions
- Verified workmanship and materials during all phases of residential, commercial and industrial construction projects and investigated violations as necessary
- Calculated building valuations and permit fees, collected fees and issued permits
- Verified contractor's licenses, and workers compensation insurance prior to issuing permits

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Jacqueline (Jacqui) Powers | Senior Permit Technician

Education

Bachelor of Arts, Chico State University

Licenses/Certifications

NFPA 472 Hazardous Materials Awareness

ICC Certified Plans Examiner *(expired)*

Jacqui Powers brings more than a decade of expertise in the building industry. As a Senior Permit Technician, she excels in navigating building practices and regulatory compliance across federal, state, and local levels. Jacqui is highly proficient in data entry, project coordination, and office administration, enabling her to effectively manage multiple projects while maintaining exceptional customer service standards. This includes her extensive experience in building and life safety for numerous jurisdications throughout California.

Work Experience

Senior Permit Technician, TRB + Associates **2017 - Present**

- Assist with Document Control for various projects
- Contract Permit Coordinator for jurisdictions on an as needed basis.
- Assist clients with questions and inquiries
- Manages the demands of multiple jurisdictions
- Reviews plans for new residential, additions, improvements and light commercial projects.

Plans Examiner | Permit Technician, Bay Area Municipal Consultant **2013 –2017**

- Provided plan review of residential and commercial projects; including additions and tenant improvements.
- Contract Permit Technician for multiple jurisdictions
- Document Control for various high scale commercial and power plant projects.

Event Director | Office Manager, Bay Area Catering **2009 - 2011**

- Managed all aspects of event coordination, including preparing proposals, negotiating contracts, discussing rental upgrade options with clients, developing event timelines, creating menus, collaborating with outside vendors, and arranging rentals.
- Recruited, trained, delegated tasks to, coached, and motivated event staff. Evaluated staff performance. Entered, retrieved, and updated event setup information, and produced event reports using a computerized event management system.

Event Director | Office Manager, East Bay Golf Course **2004 - 2009**

- Served as the "Command Center" for the office, addressing issues and relaying accurate information between sales staff, chefs, employees, and the managing partner. This included details on guest counts, menus, tastings, location, and timing.
- Compiled a monthly binder detailing all events and staff schedules for the managing partner, chef, and sales staff.
- Functioned as the office administrator, handling phone calls, emails, scheduling meetings and conferences, managing transportation and travel arrangements, and processing mail.
- Demonstrated proficiency in Microsoft Office programs (Word, Excel) and various email systems (1and1, Outlook).
- Skilled in QuickBooks for invoicing, billing, payroll, bill payments, and report generation.
- Managed the office schedule for all staff, including front of house and production, and supervised sales staff appointment setting.
- Monitored all accounts payable and receivable, maintained vendor relationships, processed client payments, created budgets, tracked inventory, and completed profit and loss statements.

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Fee Schedule

TRB and Associates offers the following fixed-fee and hourly rate schedules for services provided. Please note that Building Plan Review services are rendered on either a fixed fee or hourly rate basis, as noted below. If additional services are requested such as Building Inspection, Permit Processing, Staff Augmentation and Other services (e.g. MWELO, Civil Plan Review; CASp consulting), those services can be provided on an hourly basis at rates shown in the provided Schedule of Hourly Rates and Reimbursables.

Plan Review Services

Our plan review fees may be calculated as a percentage of the Plan Check Fee collected by the City. The fee compensation shown covers three total plan review cycles – the initial plan review and two rechecks. Any further review cycles which become necessary and reviews of revisions to approved plans would be billed on an hourly basis at the Senior Plan Review Engineer/Architect rate provided in the accompanying Schedule of Hourly Rates and Reimbursables. Please note that the turnaround timeframe for providing expedited and express plan reviews would be negotiated/mutually agreed upon prior to commencement of the review. Please also note that all plan reviews are subject to a minimum $250 fee.

Turnaround Timeframe* (in business days)	Structural Only Review	M/E/P Only Review	MWELO Only Review	Certified Floodplain Manager (CFM) Only Review	Complete Building Review (Structural, Life Safety/Disabled Access, M/E/P, Green, Energy)
Standard Generally, five-to-ten-day turnaround, as mutually agreed upon	50%	50%	70%	70%	70%
Expedited** As negotiated and mutually agreed-upon	Standard fee plus an additional 50 percent	Standard fee plus an additional 50 percent	Standard fee plus an additional 50 percent	Standard fee plus an additional 50 percent	Standard fee plus an additional 50 percent

* For exceptionally large/complex projects, 15-day first check and 10 day rechecks may apply, as mutually agreed upon prior to commencement of review.

** Turnaround timeframe would be mutually agreed upon prior to commencement of work.

*** Note: For other review scope combinations not specifically identified in the above table (e.g. Electrical Only, Mechanical/ Plumbing Only, etc.), the fee compensation would be on an hourly basis.

**** Projects with Calculated Plan Reviews Fees in Excess of $10,000 are eligible for negotiated cost.

Please note that the pickup, shipment, and delivery of hardcopy and/or electronic plan documents and other relevant correspondence to the City is included in the above-noted cost.

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Schedule of Hourly Rates and Reimbursables – Specialty Refinery Services

The following billing rates apply for services rendered on an hourly basis:

Position	Hourly Rate
Principal	$245.00
Project / Division Manager	$215.00
Building Official	$200.00
Assistant Building Official	$190.00
Supervising Plan Review Engineer/Architect	$200.00
Senior Plan Review Engineer/Architect	$180.00
Senior Plans Examiner (Building & Fire)	$170.00
Plan Review Engineer/Architect	$160.00
Plans Examiner (Building & Fire)	$150.00
Supervising Civil Engineer	$265.00
Senior Civil Engineer	$240.00
Associate Civil Engineer	$220.00
Engineering Technician	$145.00
Permit Technician III	$115.00
Permit Technician II	$105.00
Permit Technician I	$ 90.00
Clerical/Admin	$ 85.00
Fire Protection Engineer	$265.00
Geotechnical Engineer	$295.00
CASp Certified Inspector/Examiner	$180.00
Grading/Storm Water Plan Review Engineer	$225.00
QSP Storm Water Inspector	$225.00
MWELO Plan Review/Inspection	$225.00
Inspection Task Leader / Inspector of Record	$185.00
Supervising Inspector	$175.00
Senior Inspector III	$165.00
Senior Inspector II	$155.00
Senior Inspector I	$145.00
Inspector II	$135.00
Inspector I	$130.00

- Overtime, Emergency, Expedited, and After-hours work is billed at the above-noted rates plus an additional 50 percent (Note that no overtime will be charged without client authorization). Please note that for any Emergency Call Outs, a minimum 8-hour fee applies.
- Project inspections subject to prevailing wage requirements are at the above-published rates plus 30 percent.
- All requested inspection and other staff-augmentation services are subject to a minimum 4-hour fee.
- Reimbursement for direct expenses incurred in connection with the work, will be at cost plus 15 percent.
- Reimbursement for non-City vehicles used in connection with the work will be at the current IRS rate plus 20 percent per mile.
- Other in-house charges for prints, reproductions and equipment use, etc. will be at standard company rates.

The above Schedule is valid through June 30, 2026 and may be adjusted thereafter to account for CPI changes, as mutually agreed upon.

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Litigation Claims Statement

To confirm, TRB does not have any litigation or claims threatened, pending, or filed, or filed then settled, in the past five years, or for the life of the firm.

Project Completions Statement

Also to confirm, TRB does not have any projects where it failed to complete any work awarded in the past five years, or for the life of the firm.

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Financial Stability

To confirm, TRB has experienced continued growth in its nearly 20 years in business, is in sound financial standing, and has a firm footing in the municipal consulting industry.

- Of note, TRB has successfully provided Community Development Department Support Services to the City of Benicia since 2007

Also to confirm, if selected, TRB is prepared to provide financial statements for the last 3 fiscal years if requested.

City Insurance Requirements Verification

As evidence of our firm's ability to meet the City of Benicia's insurance requirements as described in the Professional Services Agreement, a copy of our Certificate of Liability Insurance which is currently on file with the City of Benicia is included on the following page. To confirm, all requested coverage types and amounts are accounted for on our current and upcoming renewal certification [Please note, total Auto Liability Coverage totals $3 million, given Umbrella Liability Policy of $2 million in concert with $1 million Auto Liability Policy]

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/06/2024

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	CONTACT NAME: David Saechao-RM
The Liberty Company Insurance Brokers Lic #0D79653 5955 De Soto Ave, Ste 250 Woodland Hills CA 91367	PHONE (A/C, No, Ext): (888) 918-3960 FAX (A/C, No): E-MAIL ADDRESS: David.Saechao@libertycompany.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : Valley Forge Ins Co	20508
INSURER C : Transportation Insurance Co	20494
INSURER D : Chubb National Insurance Company	10052
INSURER E : U. S. Specialty Insurance Co.	29599
INSURER F :	

INSURED: TRB AND ASSOCIATES, 3180 CROW CANYON PL #216, SAN RAMON CA 94583

COVERAGES — CERTIFICATE NUMBER: CL2411541740 — 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER: Cyber			2097186534	11/10/2024	11/10/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Each occur/aggregate	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO X OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			7013446068	11/10/2024	11/10/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $ 5,000
C	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			7036238862	11/10/2024	11/10/2025	EACH OCCURRENCE AGGREGATE	$ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		71815616	12/18/2024	12/18/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Professional Liability			USS2435165	11/10/2024	11/10/2025	Each claim Aggregate Retention	2,000,000 2,000,000 25,000

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

Re: Proof of Insurance

CERTIFICATE HOLDER: TRB and Associates, Todd Bailey, 3180 Crow Canyon Place,Ste 216, San Ramon CA 94583

CANCELLATION: 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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Relevant Project Experience

TRB staff members have extensive experience providing plan review, building inspection, permitting and other Building Safety and Public Works support activities to municipal agencies. To help demonstrate our depth of knowledge, please find the following large projects profiled for your reference. Please note that additional project experience information and references follow the profiled projects.

Petroleum Refinery Expansion Project | Agency: City of Richmond, CA

Valuation: $1 billion
Completion Date: 2019
Project address/location: Richmond, CA
Project contact person: City of Richmond; George Kabaivanov, PE, CBO, (510) 620-5519
Scope of work: Combination Code Compliance Plan Review and Inspection
Highlighted Key Team Members: Todd Bailey, Tom Hemenway, Karin Kuffel, Jim Johnson, Mike Williams

TRB was engaged by the City of Richmond to provide onsite Code Compliance plan review and inspection support for the $1.0 billion refinery expansion 5-year project. The project includes a new Hydrogen Plant, Lube Oil production and H2S scrubber units. The project included decommissioning of vessels, pipelines, and supporting infrastructure.

As part of the scope of work, TRB has been responsible for inspection and review and approval of plan submittals for adherence to CBSC and applicable ASME and NFPA standards, and monitoring of SWWP / Erosion Control provisions. Elements reviewed and inspected include pressure vessels, chemical piping systems, and structural systems for processing units including a 10-story high structure. Reviews included consideration of dynamic structural analyses and geology/geotechnical provisions. The TRB inspection team worked closely with onsite special inspectors to ensure all applicable CBSC mandated (CBC Chapter 17) inspection items were addressed.

Valero Annual Permit Project | Agency: City of Benicia, CA

Valuation: $ varies
Completion Date: Ongoing
Project address/location: Benicia, CA
Project contact person: City of Benicia; Rachel O'Shea, CBO, (707) 746-4233
Scope of work: Combination Code Compliance Plan Review and Inspection
Highlighted Key Team Members: Todd Bailey, Chris Rose, Tom Hemenway, Mike Williams

TRB has been engaged by the City of Benicia to provide Annual Permit Plan Review and Inspection support for the Valero Refinery for over 10 years. TRB has provided technical support for building and electrical permits on structures eligible under the annual permit agreement covering routine electrical work, foundations less than 5 feet deep, structural steel supporting less than 10,000 lbs., and utility line trenches less than 6 feet deep without individual permits.

UC Davis Health – Aggie Square Mixed-Use Project | Agency: UC Davis Health

Valuation: $1.3 billion
Completion Date: In Progress
Project address/location: Sacramento, CA
Project contact person: UC Davis Health; Paul Menard RA, Building Official, (916) 734-7416
Scope of work: Fire Life Safety, Disabled Access, MEP Code Compliance Plan Review
Highlighted Key Team Members: Todd Bailey, Dan McLaughlin, Paul Armstrong, Dominic Ma, Jim Johnson, Jeff Brooks, Jim Begley

TRB was selected to provide Building and Fire Plan Review Services for the Aggie Square Project expansion of the UC Davis Medical Center from 3.5 to 6.2 million sf. The project consists of three high-rise towers and a separate mixed-use building (1.2 million s.f. portion). This multi-phase project includes research, laboratory, housing, and commercial components.

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RELATED Santa Clara Mixed Use Project | Agency: City of Santa Clara, CA

Valuation: $9 billion
Completion Date: Pending
Project address/location: Santa Clara, CA
Project contact person: City of Santa Clara; David Tran SE, Asst. CBO, (408) 615-2436
Scope of work: Combination Code Compliance Plan Review, including Grading & Drainage
Highlighted Key Team Members: Todd Bailey, Dan McLaughlin, Paul Armstrong, Dominic Ma, Karin Kuffel, Jim Johnson.

TRB was selected by the City of Santa Clara to provide Life Safety, Disabled Access, Structural MEP, Energy, Green Building, Civil, Stormwater, and Grading construction code compliance services, including Alternate Material and Methods support for Phase One of the Related Santa Clara multi-phased, mixed-use project.

The project at projected full build out (ie all phases) consists of 9.2 million square feet of mixed-use development with commercial office, retail / entertainment including a food market, 1,680 residential units, 700 hotel rooms, parking facilities, new open space, and roads, new / upgraded / expanded infrastructure and utilities, and approximately 5 million square feet of corporate office space. The first phase of the project comprises an 850,000 sf garage with 2 high rise towers, 1 mid-rise building, and multiple low rise structures located above (podium construction).

Dual Tower 26-Story and 8-Story Mixed-Use Buildings | Agency: City of Oakland, CA

Valuation: $200 million
Completion Date: In Progress
Project address/location: Oakland, CA
Project contact person: Alain Placido SE | Supervising Civil Engineer
Scope of Services Provided: Combination Code Compliance Plan Review
Highlighted Key Team Members: Todd Bailey, Dan McLaughlin, Dominic Ma, Karin Kuffel, Jim Johnson

TRB provided Life Safety, Disabled Access, Structural, MEP, Energy, and Green Building code compliance services Code Compliance Plan for a 26-Story Type 1 podium tower with 270 market rate apartment units and accompanying 8-story mid-rise 90 unit affordable apartment building. Both buildings sit on a concrete podium. The podium includes 1 level above and 2 levels below grade, containing parking at all levels and community and retail functions at grade. Occupancy Groups: A, B, F-1, R-2, S-1, S-2.; Type of Construction: I-A; Number of Stories: 26 Building 1, 8 stories Building 2.

The Veranda Shopping Center | Agency: City of Concord, CA

Valuation: $75 million
Completion Date: 2019
Project address/location: Concord, CA
Project contact person: City of Concord; Ryan Pursely, PE CBO, Building Official, (925) 671-3173
Scope of work: Combination Code Compliance Plan Review and Inspector of Record
Highlighted Key Team Members: Todd Bailey, Dan McLaughlin, Dominic Ma

TRB provided comprehensive Plan review and Inspection services on the construction of this 6-anchor store shopping center which encompassed core and shell; assembly, retail, and business use tenant improvements. The project includes 12 buildings of various building types (concrete tilt-up, masonry, steel frame, and wood frame construction) having a combined area of 375,000

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Plan Review Experience

The following is a partial list of plan review projects worked on by our staff members. The project valuation for all below-referenced projects ranges from $1 million to over $1 billion.

Mixed Use

- Mixed-use Residential/Retail/Parking Garage (230,000 s.f.), Los Altos, CA
- New 39-Story High Rise Building, $110 million, 916 Broadway, Oakland, CA
- Santa Clara Square Project, $200 million, Santa Clara, CA
- Mixed-use Residential/Office, 630 I Street, Sacramento, CA
- Inglewood NFL Stadium, $1 billion, Inglewood, CA
- Agora Mixed Use Building, 1500 Newell Avenue, Walnut Creek, CA
- Anaheim Regional Transportation Center, Anaheim, CA

Government / Civic

- Packard Foundation Project, Los Altos, CA
- Veteran's Administration, Menlo Park Campus
- Sacramento Convention Center Expansion, $240 million, Sacramento, CA
- Anaheim Convention Center Expansion, Anaheim, CA
- Fire Station Remodel & Addition (12,000 s.f.), County of Marin, CA
- Performing Arts Center, County of Marin, CA
- Sonoma Academy School (99,000 sf), Santa Rosa, CA

Residential / Residential Care Facilities

- The Terraces Phase II (Res. Care Facility), Los Altos, CA
- Atria Senior Living (Residential Care Facility), Walnut Creek, CA
- Campus Crest Apartment Complex (240,000 s.f.), Sacramento, CA
- Brio Apartments, Walnut Creek, CA
- Arroyo Apartments, Walnut Creek, CA
- Valley Vista Senior Housing Complex (Res. Care Facility), San Ramon, CA

Biotechnology / Healthcare

- UC Davis Health System, Aggie Square Project, $1.3 billion, Sacramento, CA
- Kaiser Medical Office Building 2, $100 million, Redwood City, CA
- UC Davis Heath System, Midtown Clinic (100,000 s.f., I2.1 & B occs), Sacramento, CA
- Varian Inc. New Medical Research Facility (44,000 s.f.), Walnut Creek, CA
- Marin Health Campus - Buildings A-E, County of Marin, CA
- Children's Hospital TI, $37 million, Walnut Creek, CA

Commercial

- Macys Major Renovation & Addition, Walnut Creek, CA
- Major Office Remodel (Three 40,000 s.f. buildings), Pleasant Hill, CA
- Organic Material Composting Facility, $120 million, San Leandro, CA
- Santa Clara Bay Aquarium Learning Center, $42 million, Santa Clara, CA
- New Charles Schwab Building, 1231 S. California Blvd, Walnut Creek, CA
- New 6 Story Tech Campus Building, San Leandro, CA

Industrial and Power Plant Cogeneration Facilities

- Lodi Energy Center Project (300 MW), Lodi, CA
- Russell City Energy Center Project (560 MW), Hayward, CA
- Almond 2 Power Plant (300 MW), Ceres, CA
- Walnut Creek Energy Park (500 MW), Industry, CA
- SPG Solar Depot Park, Photovoltaic Array (2.1 MW), Sacramento, CA
- Shiloh Wind Farm (150 MW, 100 Turbines), Solano County

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Inspection / Code Enforcement / Building Department Administration Experience

The following is a partial list of Inspection and Administrative assignments worked on by our staff members:

- **Building Official:**
  County of San Mateo, City of Concord, City of Oakley, California Energy Commission, City of Coronado, City of Signal Hill, City of Whittier, City of El Cerrito
- **Inspection:**
  City of Los Altos, City of Palo Alto, City of Sacramento, City of Vacaville, City of Richmond, City of Concord, County of Butte, City of Fairfield, City of San Ramon, City of Dixon, Town of Danville, City of El Cerrito, City of Oakley, County of San Mateo
- **Code Enforcement and Multifamily Inspection:**
  City of Petaluma, County of Solano, City of Concord, City of Antioch, City of Benicia
- **Permit Technician:**
  City of Los Altos, City of Santa Clara, City of Sacramento, County of San Mateo, City of Redwood City, City of Vallejo, City of Concord, City of Palo Alto
- **Delegate CBO Services: California Energy Commission:**
  Lodi Energy Center Project, Lodi, CA, Almond 2 Power Plant, Ceres, CA, Russell City Energy Center Project, Hayward, CA

Civil Engineering / Grading / MWELO Plan Review & Inspection Support Experience

TRB's experience providing Civil Engineering Plan Review and Inspection includes the following agencies:

- **City of Benicia**
- City of Santa Clara
- City of Burbank
- County of San Mateo
- City of Oakland
- City of Los Altos

Representative Client List

TRB staff members have extensive experience working with public agencies in California. The following is a partial list of Northern California local and State agencies served by our staff members.

LOCAL AGENCIES – NORTHERN CALIFORNIA		
City of Concord	City of Benicia	City of Richmond
City of Palo Alto	City of Redwood City	City of Sunnyvale
City of San Jose	City of Millbrae	City of San Leandro
City of Daly City	City of Burlingame	City of Walnut Creek
City of Sacramento	City of Lathrop	City of Fairfield
City of Roseville	City of Davis	County of Butte
City of Pleasanton	City of Dublin	County of Placer
City of Brentwood	City of Santa Clara	County of Sacramento
City of Pleasant Hill	City of Pinole	County of Marin
City of Hayward	City of Los Altos	County of San Mateo
City of El Cerrito	City of Martinez	County of Sonoma
STATE AGENCIES		
California Energy Commission	Division of the State Architect	Judicial Council of California
HCAi/OSHPD	UC Davis Health	UC Berkeley

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Agreement Requirements

To confirm, TRB has reviewed and agrees to sign City's Professional Services Agreement substantially similar to the form of Professional Services Agreement attached to the RFP. Also to confirm, upon contract award, TRB will register with the City's digital insurance tracking platform.

Forms

TRB's completed Proposal Authorization Form (Exhibit D) is included on the following page.

Exhibit D

PROPOSAL AUTHORIZATION

NAME OF RESPONDENT TRB and Associates, Inc.

1. The above-named Respondent is a Respondent to the Request for Qualifications / Request for Proposals of the City of Benicia for professional services to prepare [on-call specialty refinery services] and possesses the legal authority to submit this Proposal.

2. The undersigned is authorized to conduct all negotiations for and legally bind the Respondent in all matters relating to this Proposal submittal.

3. The undersigned has reviewed, understands, is able to comply with and agrees to be bound by the General Conditions Governing the RFP described in Section 7 of the RFP.

4. The undersigned grants the City a right to conduct reference checks and reasonable investigation of all information provided by Respondent.

5. The undersigned certifies that this Proposal is irrevocable until 120 days after its submission date.

Signature:

Print Name: Todd Bailey

Title: President and Secretary

Date: April 21, 2025

AGENDA ITEM
CITY COUNCIL MEETING DATE – JULY 1, 2025
CONSENT CALENDAR

TO : City Manager

FROM : Assistant City Manager

SUBJECT : **ACCEPTING THE PROPOSALS FOR DEVELOPENT ENGINEERING ON-CALL SERVICES AND AWARDING DEVELOPMENT ENGINEERING MASTER SERVICE AGREEMENTS**

EXECUTIVE SUMMARY:
The Community Development Department recommends awarding master service agreements to establish a list of pre-qualified, contracted on-call firms to provide professional services for development engineering reviews, staff augmentation, and rapid response services. The agreement period is two years, commencing July 1, 2025, through June 30, 2027, with one optional two-year renewal.

RECOMMENDATION:
Move to adopt a resolution (Attachment 1) accepting the proposals for development engineering on-call services (Exhibit A), authorizing the City Manager to sign agreements on behalf of the City with eight firms for a two-year term expiring June 30, 2027, not to exceed $325,000 per firm with the option for up to one 2-year renewal and authorizing the City Manager or designee to execute any task order, without further action by the City Council that is within the total authority of the master service agreement.

BUDGET INFORMATION:
The not-to-exceed amount for each agreement is $325,000 over two years. Services or projects based on a defined scope of work would be executed by task order upon approval of the City Manager or designee. Funding for said contracts shall be provided on the basis of passthrough fees and reimbursement agreements for applicable projects (such as large-scale projects requiring extensive contract support). The anticipated expenditures pursuant to the agreements has been included as part of budget development for FY26 and FY27. Projects administered on a reimbursement basis would be initiated by task order, following the execution of a reimbursement agreement and receipt of a deposit (25% of the bid amount. These projects would require the project applicant to fully reimburse consultant costs, plus a 15% administrative fee for staff oversight and management.

BACKGROUND:
Development Engineering utilizes consulting services to support reviews for private development projects, including grading and erosion control plans, storm drainage, and sewer systems. Additionally, consultants offer on-call coverage during staff absences or vacancies and assist with specialized technical projects. Consultants play a crucial role in maintaining current customer service levels and achieving the City Council's economic development goals. They help ensure timely plan review turnaround, support staffing flexibility, and prevent delays in permit approvals and construction activities. Additionally, consultants bring specialized expertise to complex projects, thereby enhancing the Division's technical capabilities. Without consultant support, plan review timelines would increase, negatively impacting development schedules and economic growth within the City.

Requests for Proposals (RFP) for development engineering professional services and staff augmentation was released on April 30, 2025, with a response deadline of May 12, 2025. The City received ten proposals for professional services; the top-scoring firms were interviewed by staff, and four (4) firms were selected to provide on-call services, which are listed below.

4LEAF, Inc.	Gray-Bowen-Scott
CSG Consultants, Inc.	TRB and Associates, Inc.

The City received nine proposals for staff augmentation; the top-scoring firms were interviewed by staff, and three (4) firms were selected to provide on-call staff augmentation, which are listed below.

4LEAF, Inc.	Kennedy & Associates, Inc.
Ghiradelli Associates, Inc.	TRB and Associates, Inc.

Exhibit A provides a breakdown of each firm’s on-call development engineering service areas. The master service agreements for the eight firms are listed under the attachment section (Attachments 2-9).

NEXT STEPS:
Following the City Council’s adoption of the resolution, the City Manager will execute agreements for on-call planning services.

ALTERNATIVE ACTIONS:
The City Council may decline to adopt the resolution. If the City Council takes this action, then any future development engineering consultant task, such as for development review services or staff augmentation, would require a RFP and subsequent selection, including City Council approval for contracts exceeding $100,000.

CEQA Analysis	Authorization of contracts for On-Call Development Engineering Services is not a project under Section 15378 (b) of the CEQA Guidelines, which excludes administrative activities of governments. The proposed contracts merely authorize pre-selected, pre-contracted firms to complete various work tasks related to building permit review, refinery services, and staffing and would not result in direct or indirect physical changes in the environment. Therefore, the requested action is not subject to CEQA under Guidelines Section 15060 (c).

ATTACHMENTS:

1. Resolution – Award of Development Engineering Master Service Agreements
   Exhibit A – On-Call Planning Services by Service Areas
2. 4LEAF – Professional Services Master Service Agreement
3. CSG Consultants - Professional Services Master Service Agreement
4. Gray-Bowen-Scott – Professional Services Master Service Agreement
5. TRB and Associates - Professional Services Master Service Agreement
6. 4LEAF – Staff Augmentation Master Service Agreement
7. Ghirardelli Associates – Staff Augmentation Master Service Agreement
8. Kennedy & Associates - Staff Augmentation Master Service Agreement
9. TRB and Associates - Staff Augmentation Master Service Agreement

For more information contact: Suzanne Thorsen, Assistant City Manager
Phone: 707.746.4280
E-mail: sthorsen@ci.benicia.ca.us

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA ACCEPTING PROPOSALS FOR DEVELOPMENT ENGINEERING ON-CALL SERVICES AND AWARDING DEVELOPMENT ENGINEERING MASTER SERVICE AGREEMENTS, EACH IN AN AMOUNT NOT TO EXCEED $325,000, AUTHORIZING UP TO ONE 2-YEAR RENEWAL, AUTHORIZING THE CITY MANAGER TO SIGN THE CONTRACTS ON BEHALF OF THE CITY AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ANY TASK ORDER, WITHOUT FURTHER ACTION BY THE CITY COUNCIL, THAT IS WITHIN THE TOTAL AUTHORITY OF THE MASTER SERVICE AGREEMENT UTE ANY TASK ORDER, WITHOUT FURTHER ACTION BY THE CITY COUNCIL, THAT IS WITHIN THE TOTAL AUTHORITY OF THE MASTER SERVICE AGREEMENT

WHEREAS, a Request for Proposals for on-call development engineering professional services was released in April 2025; and

WHEREAS, a selection committee reviewed all responses and interviewed the top scoring consultant firms submitting proposals; and

WHEREAS, the firms of 4Leaf Inc., CSG Consultants, Inc., Gray-Bown-Scott, and TRB and Associates, Inc., were determined to be the most qualified proposers to provide on-call professional services; and

WHEREAS, the firms of 4Leaf Inc., Kennedy & Associates, Inc., Ghirardelli Associates Inc., and TRB and Associates, Inc. were determined to be the most qualified proposers to provide on-call services for staff augmentation; and

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia hereby accepts the proposals for on-call development engineering services (Exhibit A), authorizes the City Manager to sign Master Service Agreements on behalf of the City with seven firms for a two-year term expiring on June 30, 2027, and authorize up to one 2-year renewal and authorizes the City Manager or designee to execute any task order, without further action by the City Council, that is within the total authority of the master service agreement; and

BE IT FURTHER RESOLVED funds for said agreements shall not exceed $325,000 per firm; and

BE IT FURTHER RESOLVED, that the City Council of the City Benicia does authorize the City Manager or their designee to execute any task order, without further action by the City Council, that is within total authority of the Master Service Agreement.

*****

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 1st day of July 2025 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

Exhibit A
ON-CALL DEVELOPMENT ENGINEERING BY SERVICE AREAS
[see next page]

ON-CALL DEVELOPMENT ENGINEERING SERVICES BY SERVICE

Service	4LEAF	CSG	TRB	Gray-Bowen-Scott	Kennedy	Ghirardelli
Development Engineering Professional Services	X	X	X	X		
Development Engineering Staff Augmentation	X		X		X	X

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26-029

PROFESSIONAL SERVICES MASTER AGREEMENT

(DEVELOPMENT ENGINEERING PROFESSIONAL SERVICES)

BETWEEN

CITY OF BENICIA AND

4LEAF, Inc.

This Professional Services Master Agreement ("Agreement") is dated July 1, 2025, and is by and between the City of Benicia, a political subdivision of the State of California ("CITY") and 4LEAF, Inc., a California Corporation located at 2126 Rheem Drive, Pleasanton, California 94588, licensed to do business in California, ("CONTRACTOR") relating to 4Leaf Master Service Agreement: On-Call Development Engineering - Professional Services (FY26-27) Services (“Services").

1. Agreement

1.1. 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 by the City Manager, or designee who is hereby authorized to execute any Task Order and issue a Notice to Proceed, without further action by the City Council, provided the Task Order is within the total authority of this Master Service Agreement. Amendments to this Master Service Agreement require City Council approval.

Development Engineering Services may include, but not be limited to:

A. Grading and Drainage Plans

B. Subdivision and Site Improvement Plans

C. Erosion Control Plans

D. Traffic Analysis

E. Feasibility Studies for Water, Sewer, and Drainage

F. Hydrology and Hydraulic reports

G. Soils and Geological Reports

H. Storm Water Control Plans

I. Storm Drainage

J. Tentative and Final Subdivision or Parcel Map

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K. Lot Line Adjustments

L. Easement and Right of Way Documents

M. Construction Cost Estimates

N. Shoreline Development Review

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.

1.2. Term of Agreement

A. This Agreement will conclude on June 30, 2027 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.

1.3. 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.

1.4. Compensation

CONTRACTOR shall be compensated, a total value not to exceed $325,000 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 not to exceed 5% or the current year's February change of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Francisco-Oakland-Hayward, CA index, whichever is lower, and must seek CITY's authorization for rate changes. 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

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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.

1.5. 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 in excess of $1,000.00, where prevailing wages are required by 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 City's Public Works 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 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. CONTRACTOR 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 CONTRACTOR shall pay federal Davis Bacon wages and comply with applicable federal requirements.

B. 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.

C. CONTRACTOR, where applicable, 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.

1.6. 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. **Patent Rights, Copyright, Trade Secrets:** CONTRACTOR 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.

C. **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 artd will survive termination of this Agreement.

D. **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

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Systems. Notwithstanding the foregoing, CONTRACTOR's obligations for any payments to such claimant shall be limited to those payments which CITY may be.

E. **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.

F. **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.

G. **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 al I 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

1.7. 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.

1.8. 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

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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.

1.9. 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.

1.10. 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 based on a final invoice from the CONTRACTOR.

1.11. 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 I 101, 1102and1102.1; 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.

1.12. 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

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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. § l8700(a) (2))

1.13. 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.

1.14. 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.

1.15. 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.

1.16. 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

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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.

1.17. 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.

1.18. 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.

1.19. 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 during the terms of this Agreement.

1.20. 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.

1.21. 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: Stacy Hofacre

Senior Management Analyst

shofacre@ci.benicia.ca.us

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To Contractor: Kevin J. Duggan

President

kduggan@4leafinc.com

1.22. 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.

1.23. 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.

2. Insurance Requirements

2.1. INSURANCE REQUIREMENTS

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated July 1, 2025, by and between 4LEAF, Inc., hereinafter referred to as "Contractor", and the City of Benicia, hereinafter referred to as "City", providing for professional services.

2.2. 1. Contractor's Duty to Show Proof of Insurance

Contractor, 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 Contractor's acts, errors, or omissions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Contractor shall not perform any work under this Agreement until Contractor 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, Contractor 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, Contractor shall promptly

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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. Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or City as an additional insured.

2.3. 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 Contractor'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. Contractor 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.

2.4. 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.

2.5. Workers' Compensation Insurance

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

2.6. 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

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limits, which shall not be less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate.

2.7. 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.

2.8. Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Contractor, at Contractor'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.

2.9. Insurance terms and conditions:

3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Contractor shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Contractor 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. Contractor 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 Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor 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 Contractor is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Contractor'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 Contractor's insurance and shall not contribute with it.

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3.5 Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Contractor 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 Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor. City, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Contractor 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 Contractor 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 Contractor and its Subcontractors shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Contractor's fees under this Agreement (and the fee of its Subcontractors under Subcontractor agreements) shall be reduced by the amount of insurance premiums that may be avoided by Contractor and its Subcontractors 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 Contractor's and Subcontractors policies. Construction Manager and its Subcontractors shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

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

"4LEAF, Inc." By: DocuSigned by: Kevin Duggan 813734D554DD4B5... 6/25/2025

Kevin Duggan

Its: President

"City" By: _____

Its: _____

"Department" By: _____

Its: _____

"City Attorney" By: _____

Its: City Attorney

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Exhibits List

A - Scope of Work

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Exhibit A

Scope of Work

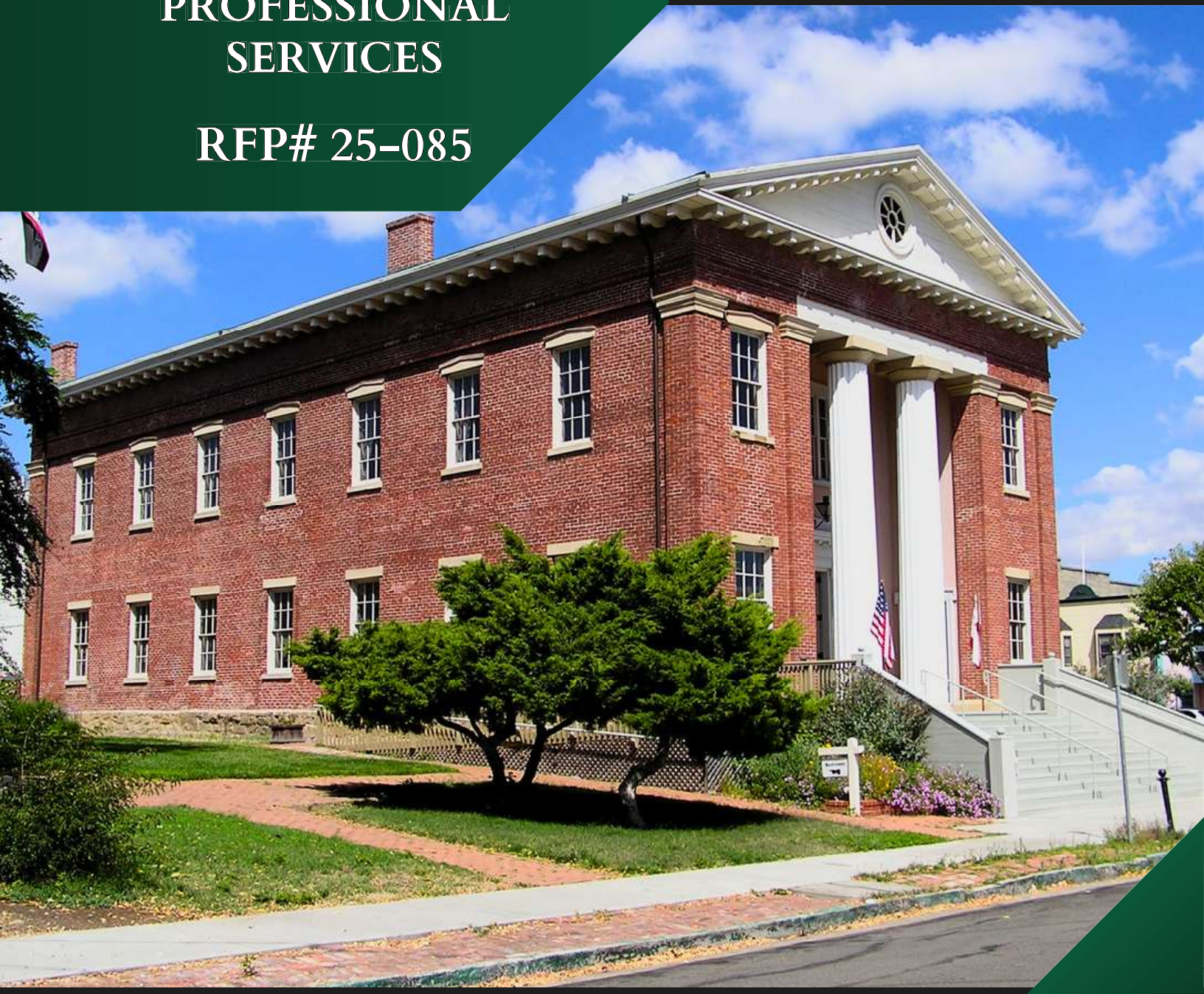
Docusign Envelope ID: 6F62A211-3DA7-4E6C-B6CA-486A5ED1A6FD

Attachment 2 - 4LEAF - Professional Services Master Service Agreement

PROPOSAL TO PROVIDE ON-CALL DEVELOPMENT ENGINEERING – PROFESSIONAL SERVICES

RFP# 25-085

TO THE CITY OF BENICIA



4LEAF, INC.
2126 RHEEM DRIVE
PLEASANTON, CA 94588
(925) 462-5959

MAY 12, 2025

Docusign Envelope ID: 6F62A211-3DA7-4E6C-B6CA-486A5ED1A6FD

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PROPOSAL TO PROVIDE

ON-CALL DEVELOPMENT ENGINEERING – PROFESSIONAL SERVICES

TO THE

CITY OF BENICIA

SECTION 1

COVER LETTER

4LEAF, I

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City of Benicia
Community Development Department
250 East L Street
Benicia, CA 94510
Attn: Suzanne Thorsen; Community Development Director, Stacey Hofacre; Permit Services Analyst

May 12, 2025

RE: Proposal to Provide On-Call Development Engineering – Professional Services to the City of Benicia

4LEAF, Inc. (4LEAF) is pleased to present our proposal to provide On-Call Development Engineering – Professional Services to the City of Benicia (City). 4LEAF has been providing plan check, inspection, and other related services to numerous public clients throughout California for over 24 years. We look forward to the opportunity to provide these services to the City. 4LEAF is uniquely qualified and is an ideal consultant choice for the following reasons:

☑ Familiar Consultant and Local Presence

4LEAF is currently working with the City of Benicia to provide On-Call Building Plan Review, Inspection, and Development Engineering Services. This has allowed us to become familiar with the department's processes and procedures. In addition to serving the City, 4LEAF has provided services to numerous bay area municipalities. As such, our firm has the necessary local staff to address any needs the City may have. Some of 4LEAF's local clients include:

- City of Oakland
- City of El Cerrito
- City of San Leandro
- City of Newark
- City of Union City
- City of Richmond
- City of Pinole
- City of Brentwood
- City of Pittsburg
- City of Berkeley
- City of Walnut Creek
- City of San Pablo
- County of Alameda
- County of Contra Costa
- County of San Mateo

☑ Full-Service Firm

As a full-service firm, 4LEAF can provide departmental services to aid with high project workloads that require additional staff assistance. We provide jurisdictions with Engineering, Public Works, Building, Planning, and Fire Department services and have qualified staff available to serve the City with remote, on-site, part-time, or full-time project needs. For the scope of this contract, our services include:

- **Development Engineering:** We provide full-service civil engineering support for development projects, including grading, drainage, stormwater, and utility reviews. Our team of licensed professionals ensures timely and thorough plan checks for subdivision improvements, site development, and infrastructure design. With a strong understanding of municipal standards, we help streamline project delivery and maintain compliance with all applicable codes.

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☑ Key Personnel

Craig Tole: With nearly 20 years of building department experience, Craig has the requisite experience to manage all as-needed requests from the City of Benicia. Craig will ensure that 4LEAF provides curated staff to meet the City's specific plan review and inspection needs.

Lowell Brown: Lowell has over 40 years of experience in the Regulatory Building Industry, working across both public and private sectors. His expertise in code compliance allows clients to rely on 4LEAF for technical guidance, while also understanding the challenges faced by the development team.

Michael Loomis, SE, CBO, CASp, PMP: As 4LEAF's Director of Structural Engineering, Michael is responsible for managing 4LEAF's Plan Review clientele. He will be responsible for all expedited requests, quality control, and performance of critical plan reviews assigned by the City.

Vanessa Morales: As Plan Review Coordinator Manager, Vanessa supervises the internal routing and completion of plan reviews. Additionally, she is responsible for the training of 4LEAF's permit technician staff to ensuring staff are prepared to meet the needs of the municipality they are assigned.

Daniel Wolfe, PE: Daniel is a seasoned civil engineer with more than two decades of experience. He has served in the capacity of both Senior Civil Engineer and Floodplain Manager for municipal agencies. Daniel's expertise in civil engineering goes beyond the Town's expectations and would serve as a valuable asset to the team.

☑ Leadership

The contract with the City of Benicia will be managed by Craig Tole and Lowell Brown. Together, they bring over 60 years of experience in the Community Development industry, equipping them with the expertise needed to provide our municipal clients with top-tier staff for their projects and personnel needs.

President	VP, Community Development	4LEAF Local Office
Kevin J. Duggan Office: (925) 462-5959 Mobile: (925) 250-7602 Email: KDuggan@4leafinc.com	Craig Tole Office: (925) 462-5959 Mobile: (925) 580-4055 Email: CTole@4leafinc.com	2126 Rheem Drive Pleasanton, CA 94588 Office: (925) 462-5959 Website: 4LEAFINC.COM

We appreciate this opportunity to present our proposal. If you have any questions or require additional information, please feel free to use the contact information above.

Respectfully submitted,

Kevin J. Duggan
President

Craig Tole
Vice President, Community Development

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PROPOSAL TO PROVIDE

ON-CALL DEVELOPMENT ENGINEERING – PROFESSIONAL SERVICES

TO THE

CITY OF BENICIA

SECTION 2

PROJECT ORGANIZATION CHART

4LEAF, I

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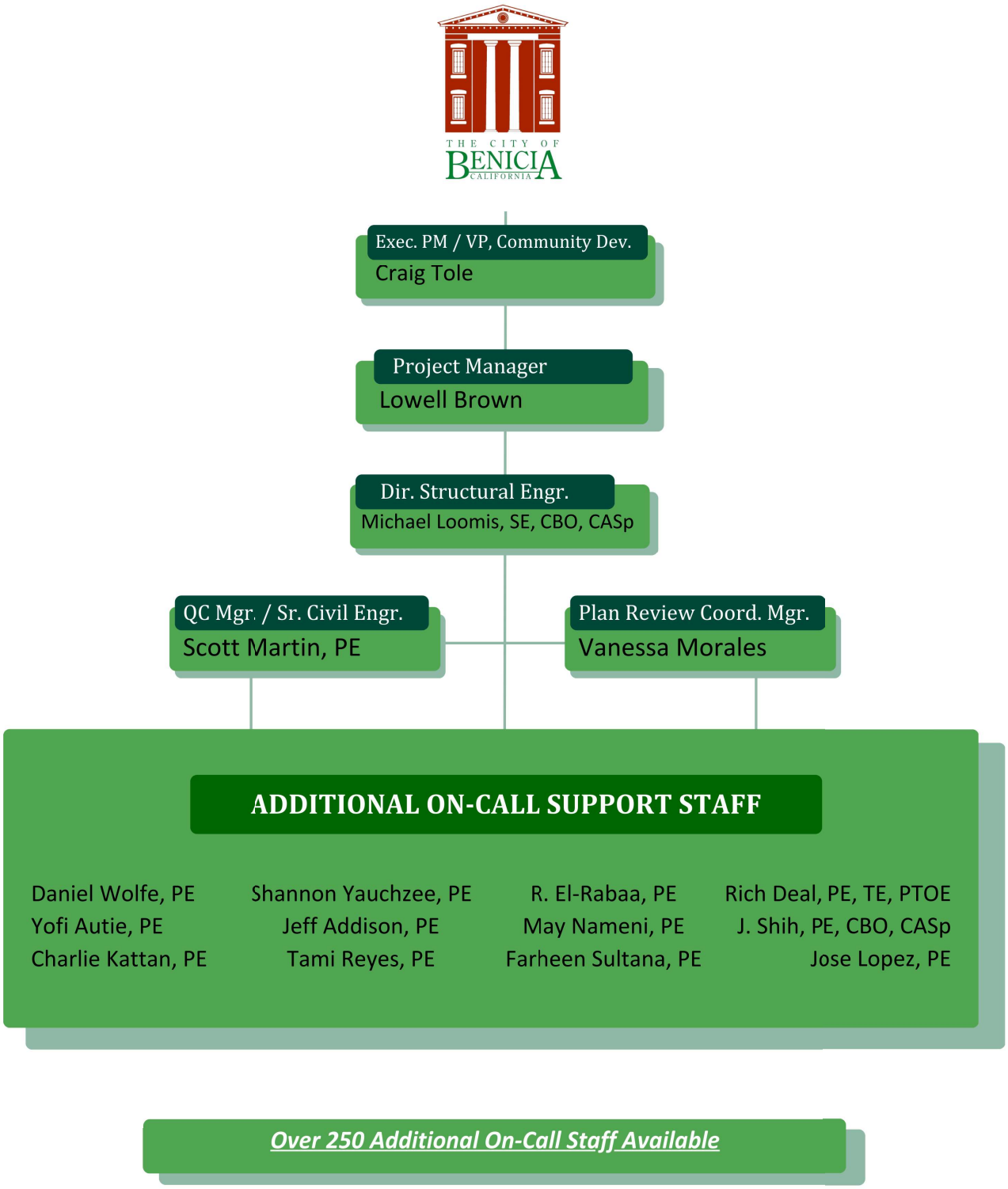
SECTION 2: PROJECT ORGANIZATION CHART



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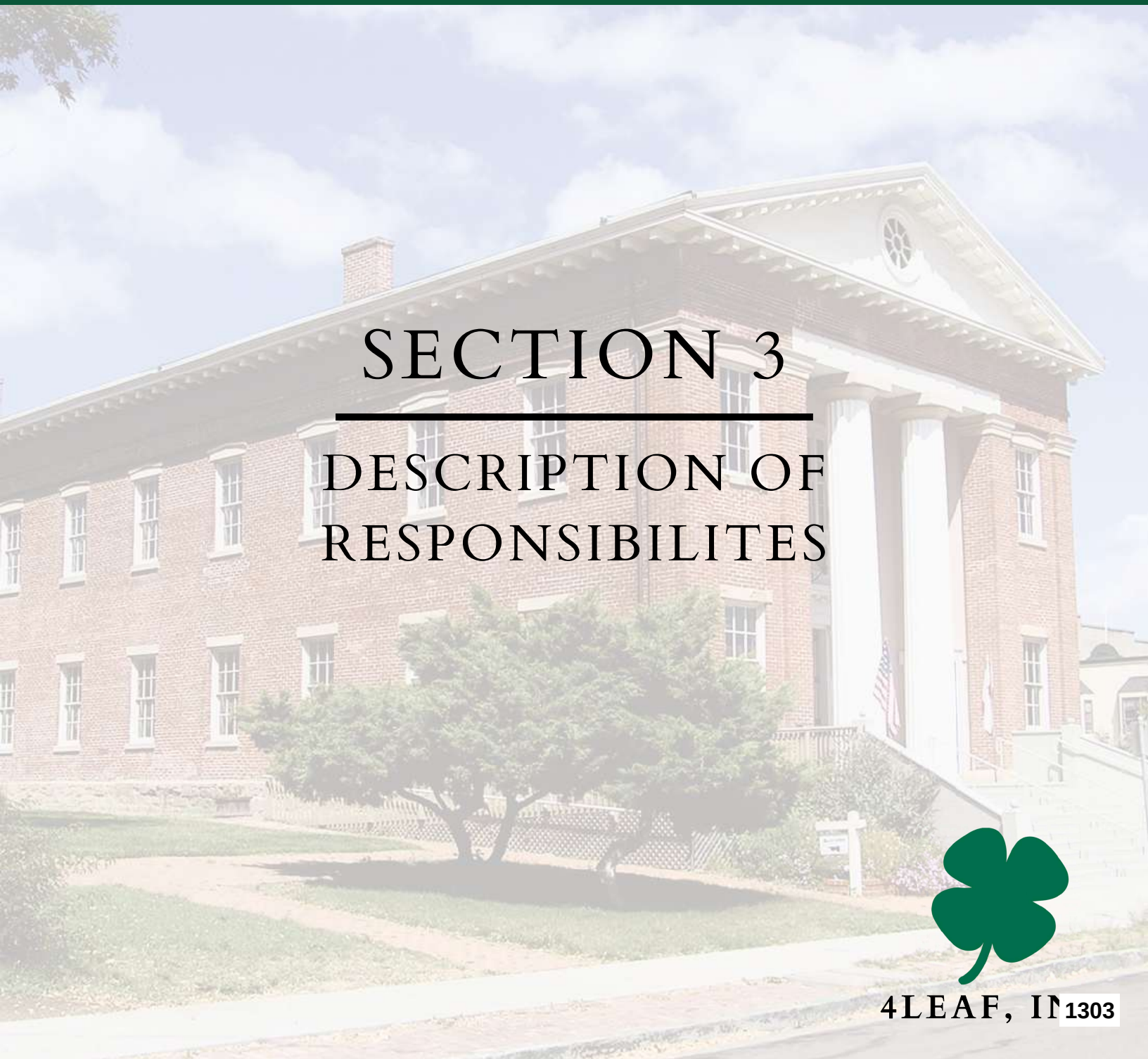
PROPOSAL TO PROVIDE

ON-CALL DEVELOPMENT ENGINEERING – PROFESSIONAL SERVICES

TO THE

CITY OF BENICIA



SECTION 3

DESCRIPTION OF RESPONSIBILITES

4LEAF, I

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SECTION 3: DESCRIPTION OF RESPONSIBILITIES

We understand that the City of Benicia seeks a qualified firm with the capacity to deliver civil plan review services for projects of all sizes and complexities. As leaders in the Community Development industry, we are confident in our ability to meet the City's civil plan review needs.

With extensive experience providing plan review services for a wide range of community development projects, we have a strong understanding of the regulatory frameworks that govern construction in California. Our team includes licensed professional engineers and plans examiners who are well-versed in the requirements of both Federal and State codes, as well as City-specific regulations, ensuring that we can effectively manage and oversee complex construction projects.

Proven Track Record of Timely and Accurate Civil Plan Reviews

4LEAF has a proven history of providing timely, thorough, and precise civil plan review services. Our approach emphasizes accuracy, clear communication, and collaboration with City staff and applicants to resolve any challenges or discrepancies early in the process. This proactive approach ensures that potential delays are minimized and that all plans are in full compliance with the relevant regulations.

Commitment to Timeliness

Our team is fully committed to ensuring timeliness in all aspects of our work. We ensure the civil plan reviews will be returned within the timelines established by the City, ensuring a swift and efficient process while upholding the highest standards of quality. Plan Review timelines for small and large projects shall include:

Small Projects:
Small projects consist of all residential alteration and repair projects.

- Initial plan review completed within 10 working days.
- Recheck plan reviews completed within 10 working days.

Large Projects:
Large projects include new single-family homes, subdivisions, and all commercial projects.

- Initial plan review completed within 10-20 working days.
- Recheck plan reviews completed within 10-20 working days.

Identification and Knowledge of Applicable Regulations

Our team is well-versed in the most current Federal, State, and local regulations that affect Development Engineering projects in California. This includes, but is not limited to, compliance with the following:

- City of Benicia Municipal Codes
- California Building Standards Code (CBSC)
- Geotechnical and Soils Review Standards
- California Stormwater Quality Association (CASQA) Guidelines
- National Pollutant Discharge Elimination System (NPDES) Requirements
- FEMA Floodplain Management Regulations and FEMA Flood Insurance Rate Maps (FIRMs)

We will ensure that all plans are reviewed in accordance with the latest versions of these and any other required regulations and that our recommendations and comments are based on these standards.

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ON-CALL DEVELOPMENT ENGINEERING – PROFESSIONAL SERVICES

TO THE

CITY OF BENICIA

SECTION 4

TEAM MEMBERS

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SECTION 4: TEAM MEMBERS

Management Team

Craig Tole – Exec. Project Manager / Vice President, Community Development

Craig has served Community Development Departments for the past 20 years under the supervision of the company President. Among Craig's responsibilities include the day-to-day contact with many of 4LEAF's clients in the Building & Safety, Engineering, and Construction Management industries. Craig has successfully managed a multitude of inspection projects ranging from $1 million to $6 Billion. Craig also manages numerous County IOR programs including San Mateo County PDU, Santa Clara County FAF, Alameda County GSA, and Santa Cruz County GSD.

Office - (925) 462-5959 | Cell - (925) 580-4055 | Email - CTole@4leafinc.com

Lowell Brown – Project Manager

Lowell brings over 40 years of experience in the regulatory building industry, having worked in both public and private sectors. His expertise in site development and building systems allows for project coordination that aligns with the best interests of our clients. While managing Architectural, Mechanical, Electrical, and Plumbing plan reviews, Lowell has simultanisly represented 4LEAF on major projects for jurisdictions from Power Generating Stations, Hydrogen Facilities, Chip Manufacturing to Data Centers. His philosophy centers on training and supporting both staff and clients as their liaison to ensure compliance and to maintain flourishing relationships throughout the plan review and construction phase.

Office - (925) 462-5959 | Cell - (925) 890-9979 | Email - LBrown@4leafinc.com

Michael Loomis, SE, CBO, CASp, PMP – Director of Structural Engineering

With more than 28 years of expertise in the industry, Michael has an excellent working knowledge of all types of construction, including architectural, structural, electrical, mechanical, and plumbing systems. Michael is extremely committed and has shown dedication by obtaining multiple certifications through the International Code Council (ICC), and is a Certified Access Specialist, (CASp). Michael is an adaptable leader that quickly identifies departmental issues and solves them by utilizing his ample experience.

Office - (925) 462-5959 | Cell - (831) 620-2305 | Email – MLoomis@4leafinc.com

Scott Martin, PE – Quality Control Manager / Senior Civil Engineer

Scott has over 27 years of engineering experience and has performed a multitude of plan review for many different project types including commercial structures, residential structures, schools, hospitals, and various municipal reviews for clients throughout the country. Scott's duties include the review of plans submitted to local jurisdictions, creation and submission of plan review letters, and constant communication with all project stakeholders.

Office - (925) 462-5959 | Cell - (559) 348-7101 | Email – SMartin@4leafinc.com

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Vanessa Morales – Plan Review Coordinator Manager

Vanessa serves as 4LEAF's Plan Review Coordinator Manager, supervising the internal routing and completion of plan reviews, ensuring that all projects are handled efficiently and in compliance with regulations. Vanessa is also responsible for training 4LEAF's permit technician staff, equipping them with the skills and knowledge needed to meet the specific needs of the municipalities they serve.

Office – (925) 462-5959 | Cell - (925) 789-9917 | Email - VMorales@4leafinc.com

On-Call Supporting Staff

Daniel Wolfe, PE – Senior Civil Engineer

Daniel is a highly capable Civil Engineer with over 24 years of experience across a variety of projects. He is skilled in interpreting and applying California Building Codes, Civil Plan Review, Computer-Aided Design (CAD), Construction, and Structural Analysis. Furthermore, Daniels extensive experience within local government has made him highly proficient in coordinating and cooperating with various departments in the pursuit of the successful completion of any project. Daniel's broad range of experience has shaped him into a capable leader and communicator, able to collaborate effortlessly with any team he joins.

Shannon Yauchzee, PE – Senior Civil Engineer

With over 28 years of experience, Shannon is a veteran in the industry. He has served multiple municipalities as Public Works Director, Civil Engineer, Building Official, and Mechanical Inspector. Shannon specializes in infrastructure planning, reviewing and approving engineering plans for subdivision and private development projects, and managing the Capital Improvement Program. He collaborates with Planning and Building Departments on the planning and permitting of public facilities built through private development. Additionally, he has worked on mapping, subdivision services, development review, grading and drainage, stormwater, and floodplain program management.

Rouhi El-Rabaa, PE – Senior Civil Engineer

Rouhi is a licensed professional plan review engineer with over seventeen years of experience in civil engineering. He possesses extensive knowledge regarding residential, commercial, and industrial structure plan review. Rouhi can rely on years of practical experience to support project development for a variety of structures. He has also developed exceptional leadership skills that are crucial for providing direction and efficiency to any project. Rouhi has also been fortunate enough to work with a variety of diverse teams and has since become capable of seamlessly integrating into new groups in the pursuit of successful project completion. These skills make Rouhi an excellent asset for any project team that he is assigned to.

Rich Deal, PE, TE, PTOE – Traffic Engineer

Rich is an experienced engineer whose professional and academic background includes over 35 years of traffic and civil engineering knowledge. He is proficient in all types of traffic operations, capital improvement projects, traffic control plans, and providing design oversight. As demonstrated in his work experience, Rich has held varying positions within the field of traffic engineering, each of which provided him with an increased level of responsibility and expertise. His experience specifically includes creating and modifying traffic control plans for small cell and fiber pulls, he has used this skillset for notable projects such as the City of Oakland's 5G project.

Full Resumes, including qualifications, education, and professional certifications, for Management and On-Call Supporting Staff have been submitted to the corresponding questionnaire via the City's procurement portal.

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ON-CALL DEVELOPMENT ENGINEERING – PROFESSIONAL SERVICES

TO THE

CITY OF BENICIA

SECTION 5

APPROACH

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SECTION 5: APPROACH

Plan Review Services

4LEAF will provide development engineering review and support for any and all types of private development to ensure compliance with the City's Standard Specifications, Municipal Code, project specific conditions of approval, and with all other adopted codes, and Caltrans Standards (where applicable), and for compliance with State of California Water Efficient Landscape Ordinance, the State of California Certified Access Specialist (CASp) compliance, and all other applicable ordinances. We provide these services for development projects including single-family subdivisions, affordable housing projects, multi-family and mixed-use developments, commercial, and Industrial civil improvements. We also provide services for tentative, parcel, and final map review, easement and right-of-way dedication and abandonment, and lot line adjustments and mergers.

Approach

We understand the development process from entitlement to certificate of occupancy. Our development engineering services responsibilities will include, but are not limited to:

- Examining rough grading, civil, and backbone infrastructure plans, specifications, geotechnical and drainage reports, feasibility studies, and additional analyses.
- Ascertaining whether development construction documents adhere to the City's standard specifications, municipal code, development conditions of approval, and all other adopted codes and ordinances.
- Performing such reviews on improvement plans including grading, drainage, sanitary sewer, water, raw water, storm drainage, and joint utilities.
- Reviewing plans to ensure conformity to the City Council approved development entitlement, ensuring that all entitlement conditions are either adhered to or completed.
- Reviewing landscaping plans to ensure conformity with the Model Water Efficient Landscaping Ordinance (MWELO).
- Reviewing tentative, parcel, and final maps, lot line adjustments, mergers, and easement and right-or-way documents for compliance with the California Subdivision Map Act and the City's municipal code.
- Collaborate with the City's Fire Department to address wildfire and latter fuel management concerns associated with new development.
- Supplying the City with civil improvement and mapping submittal checklists to ensure that applicants have a complete understanding of what is required.
- Reviewing construction cost estimates for accuracy, current market values, completeness, and transparency.
- Ensuring that all development within City's Shoreline Protection Overlay District complies with the City's Municipal Code, the Bay Plan, and the Benicia Urban Waterfront Enhancement Master Plans.

On- and Off-Site Review

4LEAF can supply Registered Professional Engineers to the City to work on-site, or at a site mutually agreed upon in writing, performing development plan, map review, and landscaping reviews at the jurisdiction's discretion. Our experience includes checking for compliance with development conditions of approval, standard specifications, and all other local codes/ordinances.

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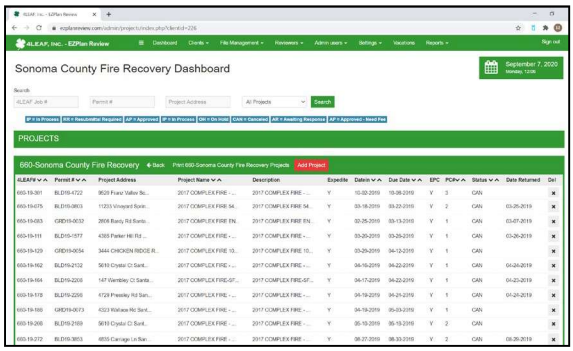
4LEAF's EZPlan Review

EZPlan Review is our in-house tracking software that acts as a communication tool between 4LEAF and the jurisdictions we work with. The use of EZPlan makes communication easy. This web portal allows users to visualize project due dates, notes, and status updates so that projects can be followed from start to finish. Additionally, 4LEAF provides electronically stamped and uploaded copies of approved project plans, a value which saves clients time and resources. With the use of EZPlan, 4LEAF hopes to provide a level of ease and transparency during the off-site plan review process.



Quality Assurance/Quality Control Review Process

Task 1 – Project Tracking Set-up

The first step of our process will be to set up the project in our system to enable both 4LEAF and the City to track the progress of the review. Our project tracking procedures are designed to track each submittal throughout the review process and maintain accurate and comprehensive records for each submittal.

Task 2 - Complete Submittal Review

Upon receiving the improvement plans or map related documents from the City, 4LEAF will triage (preliminary plan review performed by 4LEAF Plan Review Project Lead) the submittal to verify that the submittal received is complete (i.e., all pertinent plans, calculations, reports, and other related documents) in order to begin our review. If the submitted package is incomplete, we will communicate with the City to discuss the deficient documents needed to proceed with our review.

Task 3 - Plan Review Assignment

After the triage process is performed and a complete package is verified, the project will be assigned to the most qualified Plans Examiner and a turnaround time will be established. We will log each application into our database the same day the plans are received to ensure they are routed in a timely manner and to allow for daily project tracking.

Task 4 - Plan Review

4LEAF will provide the project contact (Developer, Contractor, Architect, or Engineer) desired by the City with a list of items needing correction and clarification to comply with applicable building codes, ordinances, and regulations. A correction list will be created based on missing codes and ordinances.

Task 5 - Quality Control

Prior to submitting the plan review correction list to the City, the designated Plan Review Project Lead will review the correction list for adherence to applicable codes and ordinances as well as for accuracy and completeness. After completion of our quality control review, a correction list will be e-mailed to a designated staff member at the City or as directed by the City. The correction list and a 4LEAF transmittal form will include the following information: a description of the work, type of construction, occupancy group, square footage, number of floors, and sprinkler requirements.

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Task 6 - Plan Review Rechecks

Improvement plans or mapping related documents received for rechecks will be reviewed for conformance. Our goal is to actively work with the Designers to resolve all unresolved issues after our second review. If it appears that there are complicated issues that might cause a project to go beyond our second review, we will communicate directly with the Designer to resolve these concerns.

Task 7 - Project Approval

Once the final reviews are completed and ready for approval, 4LEAF will organize the plans and supporting documents per the City processing requirements and return them to the City, along with our letter of completion.

Turn-Around Times

4LEAF has a tremendous reputation for completing projects on-time and under budget. 4LEAF's Plan Review team is widely recognized for quick turn-around times and prompt service. Off-site plan reviews are performed at our office, with plans transmitted by personal delivery or overnight service. The standard turn-around time is within 10 business days for rough grading plan reviews and within 15 days for subdivision, commercial/industrial, and mapping submittals; however, these timeframes are negotiable based on your needs. **4LEAF also provides Fire Plan Review services**.

Type of Plans	Transportation	Initial Review	Resubmittal Review	Resubmittal Review #2	Expedited Review	Expedited Resubmittal
Rough Grading	< 24 Hours (pick up & delivery)	< 15 Days	< 10 Days	< 5 Days	< 5 Days	< 3 Days
*Subdivision	< 24 Hours (pick up & delivery)	< 15 Days	< 10 Days	< 5 Days	< 5 Days	< 3 Days
Commercial	< 24 Hours (pick up & delivery)	< 15 Days	< 10 Days	< 5 Days	< 5 Days	< 3 Days
Tent., Parcel and Final Maps	< 24 Hours (pick up & delivery)	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
ROW and Easement Documents	< 24 Hours (pick up & delivery)	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable

***Larger complex project reviews can be negotiated to achieve the best possible pricing. 4LEAF has a proven track record of working with municipalities to provide expedited reviews with special discounted pricing.**

Pick-up of all submittal packages will be performed by 4LEAF staff within 24 hours of the City's phone call or e-mail. 4LEAF prefers to pick-up and deliver the plans in person to relay information that may be pertinent to the project and maintain consistent communication. At no additional cost, 4LEAF staff will transport the plans to and from the City upon a phone call to the 4LEAF office or simply e-mail pickup@4leafinc.com.

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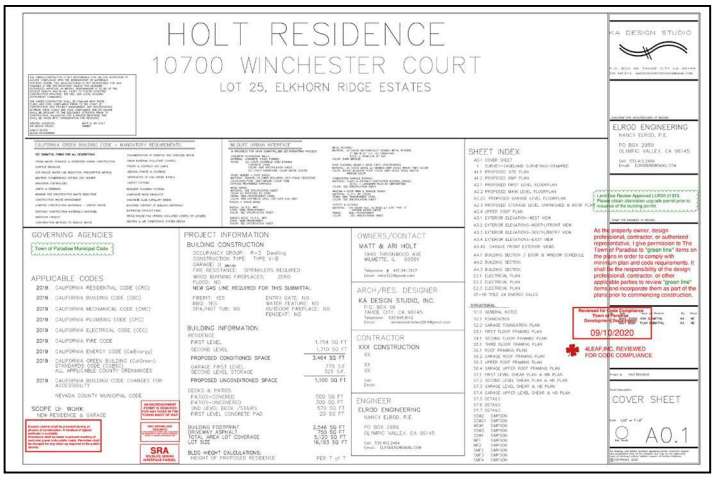
Document Control

When plans and documents are received for review, 4LEAF's Plan Review Manager and Document Control Technician analyzes the project, creates a job number, and completes a Job Setup Sheet. This form highlights both the jurisdiction, applicable contact information, and all project specific design criteria and notes. Jobs are then transmitted through 4LEAF's easily accessed EZPlan Review Portal which tracks initial and subsequent reviews and is open for view by the client. The City and their customers can view 4LEAF's plan review control log through 4LEAF's EZPlan Review Portal.


HOLT RESIDENCE
10700 WINCHESTER COURT
LOT 25, ELKHORN RIDGE ESTATES

SHEET INDEX

COVER SHEET
A0.1

09/10/2020

Plans and associated documents then get distributed for review to a 4LEAF team consisting of Plan Review Engineers, Landscaping and Surveying qualified team members, as applicable. Our staff then performs their function of analyzing the plans and documentation for effective conformance to the state codes, referenced construction standards, and City amendments. 4LEAF's code review methodology is "The Effective Use of the Codes" reinforced through proprietary and jurisdictional checklists. When complete, the Plan Review Manager overviews the project for quality control purposes and forwards comments or approvals to the client's pre-designated contacts.

Off-Site Electronic Plan Review

Digital plan review allows 4LEAF the ability to review, markup and transport plans of any size electronically. We strongly encourage this service for our clients. This process delivers a high degree of cost effectiveness, time efficiency and a "green" environmentally friendly system. Through our strong focus on utilizing this digital capability, we offer full access to all 4LEAF engineers and plans examiners company-wide, from any of our office locations. A protected online portal will be established to allow property owners, contractors, developers, businesses, designers, and stakeholders to submit plans electronically for review. Access to the online portal will be given to City staff for immediate access to information regarding project status during the review process.

4LEAF has successfully implemented and used Bluebeam for electronic review of files to help eliminate the use of paper and take the plan review workflow to a whole new level. 4LEAF's offices are equipped with large scale monitors for easy review of plans. Bluebeam Revu combines powerful PDF editing, markup, and collaboration technology with reliable file creation. Bluebeam integrates flawlessly with our Green Line approach for electronic and timely turnarounds resulting in permit issuance within 5-7 business days.

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Process Mapping

4LEAF aims to bring departmental processes together by identifying and eliminating obstacles to streamline processes. Our subject-matter experts visit each department within a jurisdiction to conduct an analysis of existing processes, identify how best to streamline separate departmental processes to improve workflow, and provide guidance and recommendations on an improved work plan. 4LEAF implementation staff work both on- and off-site during this process and offer extensive training to existing municipal staff members on the use of a jurisdiction's preferred permitting software.

Additional Technologies

Having served more than 400 jurisdictions, 4LEAF and our staff are knowledgeable and have experience working with a variety of different technologies for Electronic Plan Review, Permit Tracking, and Building Inspections. 4LEAF's experience with tracking technologies includes, but is not limited to:

e-PlanSoft™ · CRW SYSTEMS · ProjectDox · EnerGov · Accela · eTRAKiT Online Permitting System · iWorks CORPORATION · esri

Community Development Department Services

4LEAF has a proven track record of providing Permit Technician/Counter staff to jurisdictions. 4LEAF can deploy such staff on short notice and offer training programs for department staff, if required. Our staff encompasses the right combination of experience, education, and certifications.

Permit Technician

4LEAF Permit Technician Staff must be experienced and dedicated to serving the public at Community Development Department counters. 4LEAF has numerous Permit/Counter Technicians on staff, many who are currently assigned to Departments throughout the state. All staff will have the materials, resources, tools, and training required to perform the job. Typical Permit Technician duties include:

- Accepting plans for plan check
- Verification that plans are accurate and complete
- Calculating permit fees
- Explaining ordinances and procedures to owners, contractors, developers, architects, and general public
- Assisting with preparation of permit applications
- Receiving plans for Planning and permitting and route to various agencies (if requested)
- Accepting complaints on code violations, process, and record complaints
- Answering phone calls for field and office staff
- Processing inspection requests
- Maintaining files for permitting
- Operating the Community Development Department's computerized information system
- Inputting a variety of information, including building permits and inspections
- Completing related duties and responsibilities as assigned by the Director and Senior staff members

Placement Schedule

Community Development Department Staff	Interim	Full-Time
Permit Technician	< 2 Days	< 5 Days
Assistant Permit Technician/ Counter Staff	< 2 Days	< 5 Days

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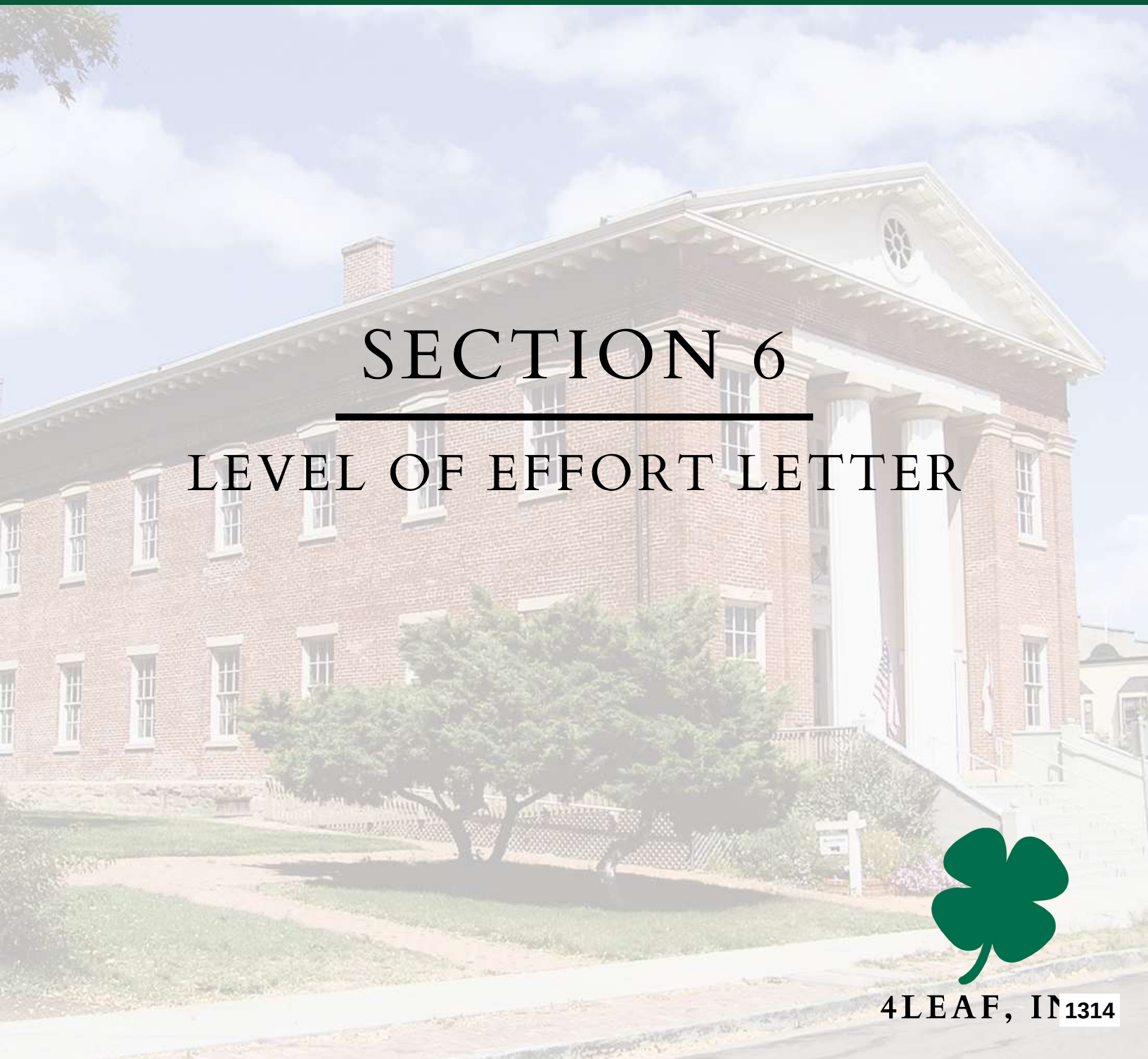
PROPOSAL TO PROVIDE

ON-CALL DEVELOPMENT ENGINEERING – PROFESSIONAL SERVICES

TO THE

CITY OF BENICIA



SECTION 6

LEVEL OF EFFORT LETTER

4LEAF, I

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SECTION 6: LEVEL OF EFFORT LETTER

Given the on-call nature of this contract, the actual tasks and corresponding hours may vary depending on the specific needs that arise during the term of the agreement. To satisfy the City's request, we have provided a preliminary estimate of level of effort in the itemized spreadsheet below. This includes personnel classifications and estimated hours as a percentage of total time expected. Please note that these estimates are based on current assumptions and are subject to change based on project demands and the scope of work requested by the City throughout the contract.

Name	Personnel Classification	Estimated Hours (Percentage of Time)
Craig Tole	Executive Project Manager	5%
Lowell Brown	Project Manager	10%
Michael Loomis	Director of Structural Engineering	5%
Scott Martin	Quality Control Manger	10%
Vanessa Morales	Plan Review Coordinator Manager	5%
Daniel Wolfe	Senior Civil Engineer	20%
Shannon Yauchzee	Senior Civil Engineer	10%
Yofi Autie	Senior Civil Engineer	15%
Rouhi El-Rabaa	Senior Civil Engineer	20%

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Attachment 2 - 4LEAF - Professional Services Master Service Agreement

ON-CALL DEVELOPMENT ENGINEERING – PROFESSIONAL SERVICES

TO THE

CITY OF BENICIA

SECTION 7

REFERENCES

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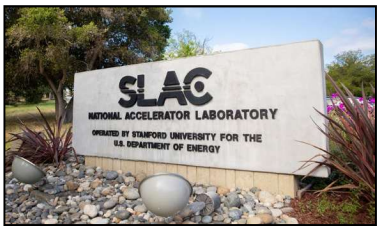
SECTION 7: REFERENCES

Civil Engineering Plan Review Expertise

4LEAF has built a strong reputation providing civil engineering plan review. We have demonstrated our expertise and knowledge in structural integrity, safety protocols, and regulatory standards. Our team of engineers, inspectors, and consultants carefully examines construction plans to ensure they meet all required local, state, and federal guidelines. We focus on reviewing engineering and grading plans, mapping reviews, stormwater control and clean water (C.3) plan reviews and compliance support, MWELO conformance, and floodplain management support functions.

Our extensive experience in civil engineering spans a diverse portfolio of projects, including bridges, roadways, stormwater management systems, wastewater treatment plants, and other essential infrastructure. Through our detailed plan review process, we assess critical factors such as load-bearing capacity, seismic resilience, environmental impact, and accessibility compliance to ensure that projects are designed and constructed to withstand both current and future demands.

4LEAF is uniquely qualified to work on large development projects of any size. Our team has conducted civil review and related services on multiple different projects for the Stanford Linear Accelerator Center (SLAC). These projects include the Low Emittance Injector Tunnel (LEIT) Extension with a project cost of approximately $45 million and the $35 million Cryomodule Repair and Maintenance Facilities (CRMF) project.



4LEAF also provided Civil Engineering Plan Review services for numerous other clients, including but not limited to: University of California, Merced; the City of Vacaville; the City of Oakland, Department of Transportation (OakDOT); the City of Davis, Public Works Department; and the University of California, San Francisco.

We have the resources to deploy staff for any given project, as you can see from the limited examples listed above. Our team is well-equipped and qualified to perform civil engineering services for projects of any size. By choosing 4LEAF, you are choosing a company that prides itself on quality work, top-notch customer service, experienced staff, and a multitude of project experience. Please review our scope of services and project examples in the sections that follow to gain more understanding about our firm and how we can help achieve the City's goals.

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4LEAF, INC.
CONSTRUCTION MANAGEMENT · PLAN CHECK
INSPECTION · PLANNING · CODE ENFORCEMENT

City of Oakland, Department of Transportation (OakDOT)

Civil Engineering Services for 5G Installation

4LEAF is currently providing the City of Oakland Department of Transportation (OakDOT) services in support of OakDOT's right-of-way permitting function. 4LEAF reviews applications submitted by telecommunication companies and telecommunications contractors for the installation of small wireless facilities to support the provision of broadband communication services, including small cells for 4G and 5G services.

Scope of Services

4LEAF administers application intake, review, and permit issuance for all facility broadband telecommunication projects. The scope of 4LEAF's services includes the following:

- Ensure adherence to City permitting, quality, and safety standards.
- Coordinating and completing demand for the use of public space and City infrastructure.
- Reviews Traffic Control Plans to ensure they meet MUTCD Guidelines as well as the City of Oakland's ordinances pertaining to street closures, pedestrian and bicycle traffic mitigations, and the A/C Transit corridor.
- Reviews Engineering and Construction plans to ensure compliance with the City's Street excavation rules, paving moratorium, standard details for utility trenching and sidewalks, and Chapter 12.12 of the OMC.
- Reviews drawings for Survey and Monument Conflict by verifying that plans show monuments, trench width and depth, and trench distance to exaction and/or monument.
- 4LEAF works closely with each department to ensure consistent standard plan review comments.
- Ensure that permit applications are reviewed in a timely manner, consistent with FCC "shot clock" and other relevant mandates.
- 4LEAF updates the status of permit applications and issues the permit using Accela software.

Client Name: City of Oakland, Department of Transportation
Client Contact: Reginald Bazile, Project Manager
Client Address: 1 Frank H. Ogawa Plaza, Oakland, CA 94612
Client Telephone: (510) 238-2033
Client Email: rbazile@oaklandca.gov
Project Dates: 2020 – Present

Key Staff
Craig Tole – Project Manager
Scott Martin – Quality Control Manager

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4LEAF, INC.
CONSTRUCTION MANAGEMENT · PLAN CHECK
INSPECTION · PLANNING · CODE ENFORCEMENT

Stanford Linear Accelerator Center (SLAC)

Plan Review and Building Inspection Services

4LEAF was awarded the plan check and field inspections scope of work for a wide range of projects at SLAC including office buildings, dry and wet laboratories, soft and hard x-ray experimental hutches, optical laser laboratories, and cryogenic industrial buildings including the associated process piping.

SLAC Overview

Started in 1962, SLAC is one of 17 Department of Energy (DOE) national laboratories as part of its Office of Science. SLAC is a multi-purpose laboratory operated by Stanford University for the DOE. As a federal leasehold site, SLAC is its own jurisdiction and has its own Building Inspection Office (BIO) which operates as a building department, fire marshal office, and public works department.

Scope of Services

4LEAF is providing a group of California registered Professional Engineers (Civil & Structural), ICC Certified Building Code Officials, ICC Plans Examiners, and ICC Inspectors to perform the required services. 4LEAF's scope of work for SLAC includes:

- Providing an On-Site Building Official to be an embedded member of the SLAC Building Inspection Office (BIO) team, performing plan reviews, attending meetings, and other duties.
- Providing remote civil and structural engineers to perform plan reviews as well as being available to meet with key personnel via phone, online meetings, or on-site when needed.
- Providing short notice plan checks on an as-needed basis, with a 24-hour turnaround time on certain projects with limited scope and RFI's.
- Performing back-checks to verify plan check comments have been resolved (usually within 48 hours).
- Entering comments and responses into SLAC's web-based Plan Review System (PRS).
- Providing structural and non-structural (building, civil, geotechnical, disabled access, fire and life safety, plumbing, mechanical, electrical, public works, and earthworks) subject matter experts.
- Providing field inspections as requested by SLAC current staff.
- Using SLAC inspection records, Microsoft Word, Excel, or other database software and including photographs as necessary to aid in the understanding of technical issues and deficiencies.
- Attending pre-construction meetings and weekly project meetings as requested.
- Preparing Certificates of Occupancy and other Code-related documentation and answering inquiries and phone calls as necessary.

Client Name:	Stanford Linear Accelerator Laboratory
Client Contact:	Kevin Brenton, Health and Safety Specialist
Client Address:	2575 Sand Hill Rd, Menlo Park, CA 94025
Client Telephone:	(650) 926-3300
Client Email:	brentonk@slac.stanford.edu
Project Dates:	2021 – Present

Key Staff
Craig Tole – Project Manager
Scott Martin – Quality Control Manager

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4LEAF, INC.
CONSTRUCTION MANAGEMENT · PLAN CHECK
INSPECTION · PLANNING · CODE ENFORCEMENT

City of Cupertino

On-Call Building Inspection, Plan Review and Public Works Services

4LEAF performs on-call building inspection and plan review services for the City of Cupertino. 4LEAF has completed numerous residential and commercial plan reviews on behalf of the City.

Apple Park

4LEAF provided the Building, Fire, and Public Works Department Inspection services on the largest private commercial construction project in the Country. 4LEAF was tasked with mobilizing a **project team of more than 20** Building, Fire, and Public Works Inspectors, Project Administration Staff, and Engineering team for this more than **$8 Billion project**. 4LEAF was responsible for coordinating the inspections in relation to the City's permits and ultimately packaging milestones of the project for occupancy approval from the City's Chief Building Official.

- **Main Building –** The Main Building accommodates up to 12,000 employees and comprises approximately 2.8 million square feet.
- **Corporate Fitness Center –** Comprising approximately 100,000 square ft.
- **Corporate Auditorium –** Comprising approximately 120,000 square feet and will hold up to 1,000 people.
- **North and South Parking Structures –** Two above-grade parking structures of approximately 6,000 spaces.
- **Central Utility Plant –** Integrated parking structure and serves all buildings on the Main Building site.
- **Phase 2 Research and Development Buildings –** 600,000 square feet of office, research, and development and two separate above ground parking garages.

Plan Review Services

North and South Parking Structures – 4LEAF reviewed the above grade Parking Garages (2) for Apple Park. The 4LEAF team performed Structural, Architectural, Fire-Life-Safety, Mechanical, Electrical, and Plumbing. The garages included two – 3 story and 300,000 Sq. Ft. structures which included Photovoltaic Array on the rooftops. Both garages will be connected by bridges and spine ramp.

Public Works Mitigation Improvement Projects

4LEAF performed Resident Engineer (RE) and inspection services for numerous Public Works improvement projects being performed in the City associated with the construction of the Apple Campus 2 Project. Improvements included installing new sanitary and storm drain lines, modifying traffic signals, relocating existing gas and potable and recycled waterline, intersection improvements, curb and gutter improvements, and new AC paving. Sanitary sewer improvements included installing 12 in. to 27 in. diameter sanitary sewers at depths between 7 and 20 feet. The project was inspected per Caltrans specifications

Client Name:	City of Cupertino	**Key Staff**
Client Contact:	Sean Hatch, CBO, Chief Building Official	Craig Tole – Project Manager
Contact Telephone:	(408) 777-3231	Scott Martin – Quality Control Manager
Contact Email:	SeanH@Cupertino.org	
Date of Service:	2010 – Present	

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4LEAF, INC.
CONSTRUCTION MANAGEMENT · PLAN CHECK
INSPECTION · PLANNING · CODE ENFORCEMENT

County of Santa Cruz

Recovery Permit Center Development Services

4LEAF was entrusted to establish and run the recovery permit center for the County of Santa Cruz after the lighting fire. Our duties included creating an all-in-one permitting center that would expedite the permits in the affected area. This required 4LEAF to take over all permit activities for the Building, Planning, Public Works, Engineering, Fire, Geology, and Environmental Health Departments. The area consisted of thirteen hundred lots that all fell within the coastal zones and sensitive protection area.

Recovery Permit Center (RPC)

All permit pre-application plan review and inspection services were done through the RPC. The recovery permit center is completely staffed with 4LEAF employees, consisting of the following:

- 6 Community Development Technicians
- 4 Building Inspectors
- 2 Plans Examiners
- 1 Registered Environmental Health Specialist
- 1 Building Official
- 2 Senior Planners
- **1 Civil Engineer**
- 1 Deputy Director

Client Name: County of Santa Cruz
Client Contact: Matt Machado PE, LS, County CAO
Client Address: 701 Ocean Street, Room 330, Santa Cruz, CA 95060
Client Telephone: (831) 454-2368
Client Email: Matt.Machado@santacruzcounty.us
Project Dates: 2020 – Present

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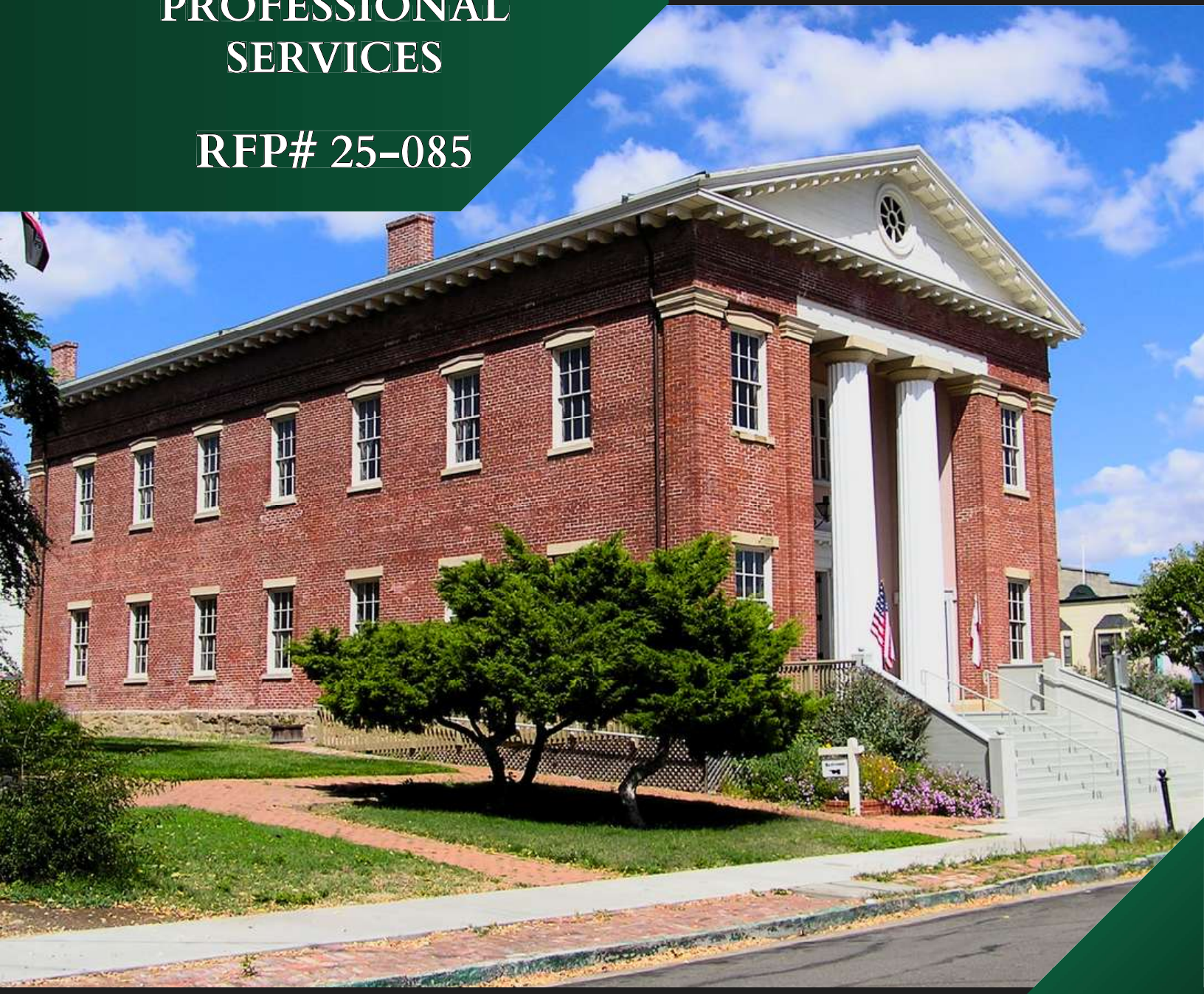
PRICING PROPOSAL TO PROVIDE

ON-CALL DEVELOPMENT ENGINEERING - PROFESSIONAL SERVICES

RFP# 25-085

TO THE CITY OF BENICIA



4LEAF, INC.
2126 RHEEM DRIVE
PLEASANTON, CA 94588
(925) 462-5959

MAY 12, 2025

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FEE SCHEDULE

FY2025-2026 FEE SCHEDULE & BASIS OF CHARGES

FOR THE CITY OF BENICIA

All Rates are Subject to Basis of Charges

PLAN REVIEW COST STRUCTURE	NOTES
Plan Review Percentage: 65% *(Inclusive of all disciplines except Fire and Civil which are bulled on an hourly basis)* **Hourly Plan Review**: $142 Structural Review $120 Non-Structural Review	Fee includes: ➢ Initial review and two (2) rechecks. Hourly charges apply after three (3) or more rechecks. ➢ Shipping, courier, and electronic service.

Building

Chief Building Official	$153/hour
Structural Plan Review Engineer	$142/hour
Non-Structural Plans Examiner	$120/hour
Certified Access Specialist (CASp) Inspector	$165/hour
Certified Access Specialist (CASp) Plans Examiner	$165/hour
Floodplain Manager	$145/hour
MWELO Inspector	$120/hour
MWELO Plans Examiner	$120/hour
Senior Combination Building Inspector (Building Inspector III)	$137/hour
Commercial Building Inspector (Building Inspector II)	$115/hour
Residential Building Inspector (Building Inspector I)	$99/hour
Permit Manager	$99/hour
Senior Permit Technician	$81/hour
Permit Technician	$71/hour
Clerk / Administrator	$65/hour
Supervising Inspector of Record	$174/hour
Inspector of Record	$150/hour
DSA Class 1 / OSHPD A Inspector	$180/hour
DSA Class 2 / OSHPD B Inspector	$149/hour
DSA Class 3 / OSHPD C Inspector	$106/hour
TWIC Federal Specialist	$213/hour
Environmental Health & Safety Specialist	$153/hour

Fire

Fire Protection Engineer (FPE)	$213/hour
Fire Prevention Officer	$157/hour
Fire Plans Examiner	$170/hour
Fire Inspector II	$170/hour
Fire Inspector I	$108/hour

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Code Enforcement

Code Enforcement Director	$175/hour
Code Enforcement Manager	$149/hour
Senior Code Enforcement Officer	$133/hour
Code Enforcement Officer II	$118/hour
Code Enforcement Officer I	$99/hour
Code Enforcement Technician	$82/hour
Housing Inspector	$95/hour
Hearing Officer	$155/hour
Principal-in-Charge	$257/hour
Hourly overtime charge per inspector	1.5x hourly rate
Mileage (for inspections performed within the City)	IRS Rate + 20%

Planning

Housing Policy Director	$232/hour
Planning Director	$211/hour
Principal / Planning Manager	$175/hour
Senior Planner	$159/hour
Associate Planner	$128/hour
Assistant Planner	$113/hour
Planning Technician	$98/hour

Project Management

Project Manager	$206/hour
Principal-in-Charge	$288/hour

Engineering, Public Works Inspection, Construction Management (Prevailing Wage)

Civil Plan Review (Grading, Improvement Plans)	$159/hour
Traffic Engineer	$257/hour
Civil Engineer	$206/hour
Construction Manager	$180/hour
Certified Access Specialist (CASp) Inspector (Regular time)	$169/hour
Certified Access Specialist (CASp) Inspector (Nighttime)	$191/hour
Certified Access Specialist (CASp) Inspector (Overtime)	$229/hour
Certified Access Specialist (CASp) Plans Examiner	$169/hour
Public Works Inspector (Regular time)	$156/hour
Public Works Inspector (Nighttime)	$176/hour
Public Works Inspector (Overtime)	(See Basis of Charges – Prevailing Wage)
Public Works Inspector Apprentice	$101/hour
Public Works Plans Examiner	$149/hour

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BASIS OF CHARGES

Rates are inclusive of "tools of the trade" such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- Most plan reviews will be done in 10 business days or less and 5 business days or less for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.
- Expedited reviews will be billed at 1.5x the plan review fee listed in the fee schedule. Return time will be within seven (7) days of receipt of the plans from the City.
- Plan review of deferred submittals & revisions will be billed at the hourly rates listed.
- All plan review services will be subject to a $262.00 minimum fee if percentage-based fee or 2-hour minimum charge if hourly rates apply.
- Larger complex plan reviews can be negotiated to achieve the best possible pricing.
- All plan review services will be subject to 2-hour minimum fee.
- All plan review services are billed on a percentage basis and include the initial review and 2 rechecks.
    - Plan reviews will be billed on an hourly basis only after the initial review and 2 rechecks unless otherwise agreed upon on a case-by-case basis.
    - Fire and Civil Reviews are billed on an hourly basis and are not included in our plan review percentage.
- 4LEAF assumes that these rates reflect the FY2025-2026 contract period. There will be a 3% escalation for each subsequent Fiscal Year. (i.e. FY2026-2027, FY2027-2028, and so forth)
- Overtime and Premium time will be charged as follows:
    - *Regular time (work begun after 5AM or before 4PM)* — *1 x hourly rate*
    - *Nighttime (work begun after 4PM or before 5AM)* — *1.125 x hourly rate*
    - *Overtime (over 8-hour M-F or Saturdays)* — *1.5 x hourly rate*
    - *Overtime (over 8 hours Sat or 1st 8-hour Sun)* — *2 x hourly rate*
    - *Overtime (over 8 hours Sun or Holidays)* — *3 x hourly rate*
- Overtime will only be billed with prior authorization of the Director or other designated City personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Mileage driven during the course of Inspections will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF's liability will be limited to the value of services provided.
- In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.

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BASIS OF CHARGES – PREVAILING WAGE

- Rates shown assume the projects will require compliance with California Prevailing Wage rate requirements and assumes the Client will be filing a PWC-100 Form to the California Department of Industrial Relations (DIR) for the projects.
- Rates for prevailing wage categories are subject to annual escalations in accordance with the bi-annual wage determinations from the California DIR.
- Per the new requirements being enforced under SB 854 and because it is assumed that a PWC-100 Form will be filed by the Client to the CA DIR for each project, 4LEAF is required to notify an authorized Apprenticeship Committee through submittal of a DAS-140 form. We are then required to make an official request to an authorized Apprenticeship Committee for an apprentice by submitting a DAS-142 form. We are not assured the apprenticeship committee will be able to provide a suitable / qualified apprentice for the project. Per the apprenticeship requirements, the hours worked by the apprentice must be in a ratio of 1:5 for apprentice to journeyman hours. 4LEAF will not know the labor classification of the Public Works Apprentice until an Apprentice is dispatched to the site; therefore, the rates for the five Periods listed under the California DIR's Wage determination for Building Construction Inspector were used to determine the range of hourly rates for Public Works Inspector Apprentice.
- Pre-approved Overtime and Premium hours for labor categories subject to Prevailing Wage requirements will be charged per the following:
  - *- Nighttime (work begun after 4PM or before 5AM) 1.125 x hourly rate*
  - *- Overtime (over 8 hour M-F or Saturdays) 1.35 x hourly rate*
  - *- Overtime (over 8 hours Sat or 1st 8 hour Sun) 1.85 x hourly rate*
  - *- Overtime (over 8 hours Sun or Holidays) 2.35 x hourly rate*
- All invoicing will be submitted monthly.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Project-related mileage for inspections will be billed at the allowable IRS Rate plus an additional 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF's liability will be limited to the value of services provided.
- In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.

26-030

PROFESSIONAL SERVICES MASTER AGREEMENT

(DEVELOPMENT ENGINEERING PROFESSIONAL SERVICE)

BETWEEN

CITY OF BENICIA AND

CSG Consultants, Inc.

This Professional Services Master Agreement ("Agreement") is dated July 1, 2025, and is by and between the City of Benicia, a political subdivision of the State of California ("CITY") and CSG Consultants, Inc., a California Corporation located at 550 Pilgrim Drive, Foster City, California 94404, licensed to do business in California, ("CONTRACTOR") relating to CSG Master Service Agreement: On-Call Development Engineering - Professional Services (FY26-27) Services (“Services").

1. Agreement

1.1. 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 by the City Manager, or designee who is hereby authorized to execute any Task Order and issue a Notice to Proceed, without further action by the City Council, provided the Task Order is within the total authority of this Master Service Agreement. Amendments to this Master Service Agreement require City Council approval.

Services may include, but not be limited to:

A. Grading and Drainage Plans

B. Subdivision and Site Improvement Plans

C. Erosion Control Plans

D. Traffic Analysis

E. Feasibility Studies for Water, Sewer, and Drainage

F. Hydrology and Hydraulic reports

G. Soils and Geological Reports

H. Storm Water Control Plans

I. Storm Drainage

J. Tentative and Final Subdivision or Parcel Map

K. Lot Line Adjustments

L. Easement and Right of Way Documents

M. Construction Cost Estimates

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.

1.2. Term of Agreement

A. This Agreement will conclude on June 30, 2027 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.

1.3. 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.

1.4. Compensation

CONTRACTOR shall be compensated, a total value not to exceed $325,000 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 not to exceed 5% or the current year's February change of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Francisco-Oakland-Hayward, CA index, whichever is lower, and must seek CITY's authorization for rate changes. 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.

1.5. 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 in excess of $1,000.00, where prevailing wages are required by 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 City's Public Works 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 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. CONTRACTOR 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 CONTRACTOR shall pay federal Davis Bacon wages and comply with applicable federal requirements.

B. 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.

C. CONTRACTOR, where applicable, 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.

1.6. 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. **Patent Rights, Copyright, Trade Secrets:** CONTRACTOR 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.

C. **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 artd will survive termination of this Agreement.

D. **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.

E. **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.

F. **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.

G. **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 al I 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

1.7. 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.

1.8. 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.

1.9. 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.

1.10. 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 based on a final invoice from the CONTRACTOR.

1.11. 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 I 101, 1102and1102.1; 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.

1.12. 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. § l8700(a) (2))

1.13. 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.

1.14. 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.

1.15. 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.

1.16. 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.

1.17. 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.

1.18. 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.

1.19. 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.

1.20. 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.

1.21. 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: Stacy Hofacre

Senior Management Analyst

shofacre@ci.benicia.ca.us

To Contractor: Cyrus Kianpour

President

cyrus@csgengr.com

1.22. 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.

1.23. 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.

2. Insurance Requirements

2.1. INSURANCE REQUIREMENTS

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated July 1, 2025, by and between CSG Consultants, Inc., hereinafter referred to as "Contractor", and the City of Benicia, hereinafter referred to as "City", providing for professional services.

2.2. 1. Contractor's Duty to Show Proof of Insurance

Contractor, 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 Contractor's acts, errors, or omissions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Contractor shall not perform any work under this Agreement until Contractor 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, Contractor 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, Contractor 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.

Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or City as an additional insured.

2.3. 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 Contractor'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. Contractor 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.

2.4. Workers' Compensation Insurance

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

2.5. 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.

2.6. 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.

2.7. Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Contractor, at Contractor'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.

2.8. Insurance terms and conditions:

3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Contractor shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Contractor 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. Contractor 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 Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor 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 Contractor is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Contractor'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 Contractor'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 Contractor 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 Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor. City, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, City may

purchase such required insurance coverage, and without further notice to Contractor, City shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Contractor 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 Contractor 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 Contractor and its Subcontractors shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Contractor's fees under this Agreement (and the fee of its Subcontractors under Subcontractor agreements) shall be reduced by the amount of insurance premiums that may be avoided by Contractor and its Subcontractors 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 Contractor's and Subcontractors policies. Construction Manager and its Subcontractors shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

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

"CSG Consultants, Inc." By:_____

Its: President

"City" By:_____

Its:_____

"Department" By:_____

Its:_____

"City Attorney" By:_____

Its: City Attorney

Exhibits List

A - Scope of Work

Exhibit A

Scope of Work

PROPOSAL TO THE

City of Benicia

On-Call Development Engineering - Professional Services
RFP# 25-085

May 12, 2025

550 Pilgrim Drive
Foster City, CA 94404

www.csgengr.com

CSG CONSULTANTS

Employee-Owned

1 | VENDOR QUESTIONNAIRE

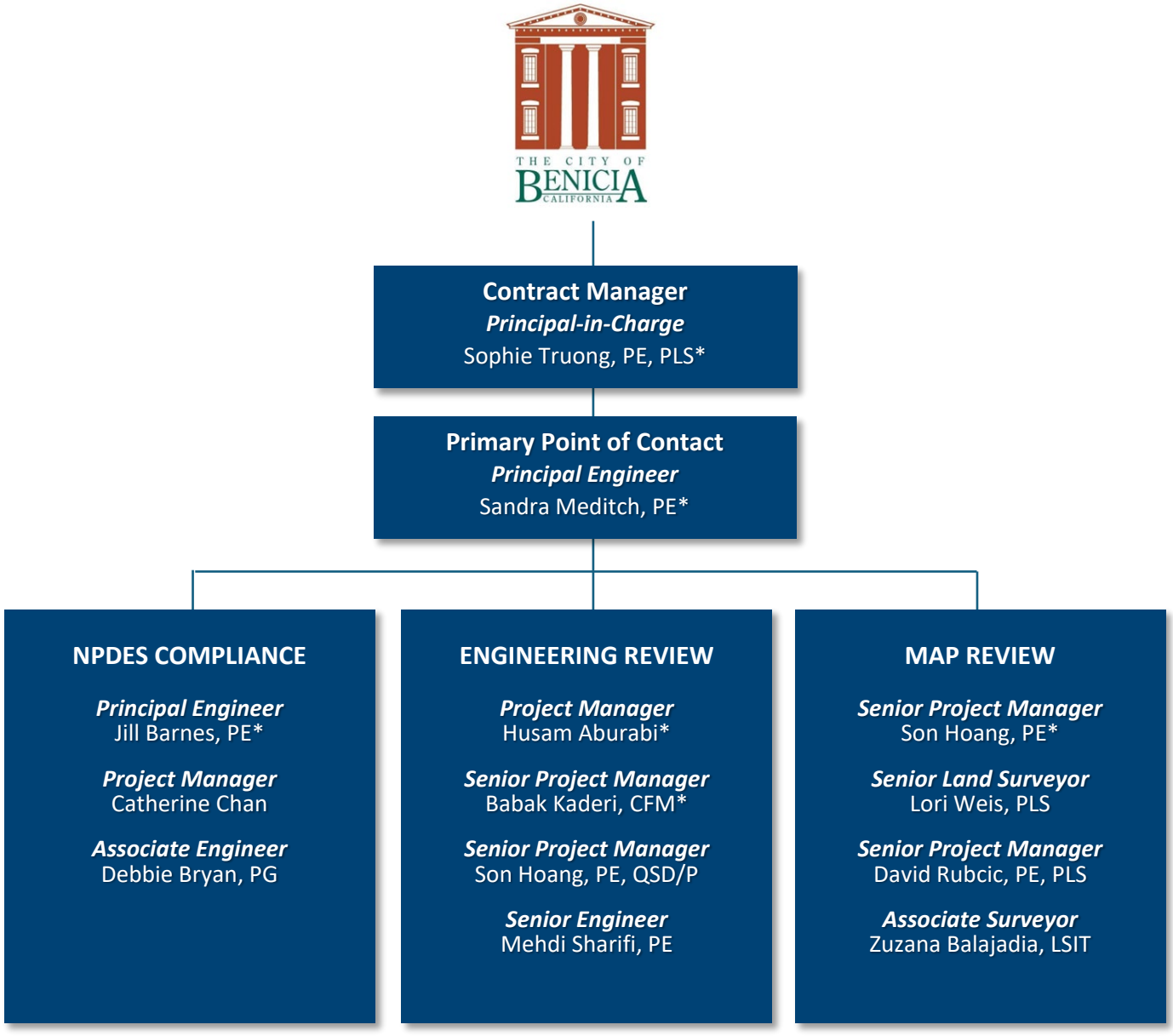
1.1 PROJECT ORGANIZATION

1.1.1 Subcontractors

CSG Consultants does not require any subcontractors for this contract.

1.1.2 Project Organizational Chart

The following is an organizational chart with the name and title of our proposed team members who will be assigned to the project. Key personnel are indicated with an asterisk (*).



1.1.3 Description of Responsibilities

Sophie Truong, PE, PLS – Contract Manager

Ms. Truong is currently overseeing CSG's Land Development Department and serves as the contract City Surveyor for several agencies in the Bay Area. She also serves as the contract manager for multiple agency clients and provides general QA/QC on various projects. Ms. Truong currently serves as Contract Manager for the Cities of Belmont, Livermore, Pacifica, Daly City, Campbell, Saratoga, and East Palo Alto.

Ms. Truong is a seasoned civil engineer with over 25 years of experience in municipal engineering, with a focus on land development review, including entitlement applications for various project types and sizes. Prior to joining CSG in 2008, Sophie designed and managed large hillside and coastal subdivisions and urban infill projects in the private sector, throughout California.

Sandra Meditch, PE – Land Development Review Project Manager & Primary Point of Contact

Ms. Meditch is a seasoned civil engineer with over 30 years of professional experience. Ms. Meditch performs engineering plan review and project management for various clients throughout California, including the Cities/Towns of Livermore, Los Gatos, Mountain View, San Leandro, San Bruno, Rohnert Park, Marina, Moraga, Millbrae, La Habra, and Inglewood. Sandra is very familiar with all types of development or redevelopment projects from small residential, single-family homes to large residential subdivisions or commercial projects. Her experience also includes project design and staff oversight, coordination of communication between clients, sub-consultants and public agencies; preparation and review of specifications, cost estimates, and various types of agreements. Sandra is also adept at construction administration.

Babak Kaderi, CFM – Land Development Review Engineer (Engineering & Flood Plain Lead)

Mr. Kaderi has over 30 years of civil engineering, land development, and planning and development project management experience. His land development experience includes, but is not limited to plan checking, code compliance, flood plain reviews, and understanding of regional public agency regulations and requirements. For CSG, Mr. Kaderi has provided development plan review for the Cities of Mountain View, Belmont, and Dublin, as well as onsite review for the Cities of San Leandro, Hayward, Gilroy, and Monte Sereno. Prior to joining CSG, Mr. Kaderi served as an Assistant Civil Engineer to the City of Milpitas for 25 years. For City of Milpitas, Mr. Kaderi provided plan check of developments and served as the floodplain manager.

Jill Barnes, PE – Stormwater Group Manager (Engineering QA/QC & Stormwater Review Lead)

Ms. Barnes is a senior executive professional with more than 30 years of experience in public works, environmental compliance, master plan development and civil construction. She is highly equipped in directing design, construction and maintenance of road, sewer and storm drain utilities, building and park facilities, vehicle, and equipment maintenance. Additionally, she possesses expertise in stormwater compliance, from post-construction treatment and detention requirements to inspections and annual reporting requirements. Ms. Barnes is a strategic leader with a proven track record of building and leading effective cross-functional teams. She is able to manage and coordinate all construction activities and ensure that all project deliverables are achieved with regards to safety, quality, program, and cost.

Husam Aburabi – Land Development Review Engineer (Engineering Lead)

Mr. Aburabi has experience performing plan check reviews for public agencies, verifying compliance with applicable standards and providing clear, actionable feedback to designers and applicants. He is also knowledgeable in SB 330 requirements, including application completeness, zoning consistency, and statutory review timelines, and has supported public agencies in evaluating development proposals

under SB 330 guidelines. Additionally, his work includes coordinating and securing project approvals from agencies such as Caltrans, Valley Transportation Authority, and various utility providers.

Son Hoang, PE – Land Development Review Engineer (Engineering & Mapping Lead)
Hoang has performed a variety of map and plan check reviews ranging from minor and major subdivision maps to grading and drainage plans. He has reviewed and prepared plats and legal descriptions for lot line adjustments, lot mergers, easement dedications, and right-of-way dedications/vacations for numerous jurisdictions within San Mateo County, Santa Clara County, and Alameda County. Mr. Hoang has also acted as survey party chief, under the supervision of Ms. Truong, for a variety of topographic surveys performed in conjunction with public improvement projects, using local street monuments and benchmarks with assumed vertical datums, or tied to the California Coordinate System and North American Vertical Datum

Mehdi Sharifi, PE, LEED AP – Land Development Engineer (Engineering Lead)
Mr. Sharifi has over 35 years of civil engineering experience. He has provided land development review on a wide range of projects ranging from single family residential homes to large subdivisions and commercial improvements. Prior to joining CSG, Mr. Sharifi worked with other consulting engineering firms gaining experience in the design and production aspects of improvement plans from schematic design to design development to construction documents and construction support. He has provided land development services for the Cities/Towns of San Mateo, Woodside, Gilroy, Mountain View, Inglewood, and Dublin.

1.1.4 Team Members

Sophie Truong, PE, PLS – Contract Manager
Sandra Meditch, PE –Project Manager & Primary Point of Contact
Babak Kaderi, CFM –Engineering & Flood Plain Lead
Jill Barnes, PE –Engineering QA/QC & Stormwater Review Lead
Husam Aburabi –Engineering Lead
Son Hoang, PE –Engineering & Mapping Lead
Mehdi Sharifi, PE, LEED AP –Engineering Lead

1.2 APPROACH

1.2.1 Scope of Work

Project Management Approach

CSG will be responsible for the management of development projects, including meeting attendance, preparation of minutes, reports and other project documents, performing plan checking, preparing and reviewing specifications and contract documents, coordination with project stakeholders and outside agencies.

Our team will attend and conduct project meetings and site reviews. This includes preparing meeting agendas, documenting meeting summaries, and capturing minutes to record decisions, actions, and responsibilities. Effective meeting management will ensure productive collaboration, timely decision-making, and efficient progress toward project objectives.

CSG will be responsible for preparing project correspondence, emails, and status reports. This includes communicating project updates, milestones, and any issues or risks to the relevant stakeholders. The team will maintain clear, consistent communication to ensure everyone involved is informed and aligned throughout the project. We will provide materials in appropriate and accepted electronic formats which may include text, spreadsheets, and PDF files.

The team will review project submittals and coordinate the review process with City staff. They will consolidate review comments from various stakeholders and provide them to the design consultant for consideration. This collaborative approach ensures that all relevant input is incorporated into the project design and implementation.

We will ensure compliance with relevant regulations, including California Environmental Quality Act (CEQA) requirements, and coordinate with other agencies to obtain necessary approvals. This includes preparing permit applications, facilitating the review process, and addressing any concerns or conditions associated with the permits.

Land Development Plan Review Approach

Plan check/development review form a large part of CSG's services. CSG has been providing plan check, exclusively to local municipalities, since the firm's inception in 1991. Our success in maintaining ongoing relationships with our clients in a highly competitive environment is due to our ability to understand needs and priorities and partner with them in achieving their goals. We understand that our clientele includes not just public agencies but also the development community seeking to process applications through those agencies. We also understand that many development applications are important to public agencies due to the economic and quality of life benefits that those projects bring to the communities.

Drawing on the combined experience and talent of our staff, we have found the following practices to be helpful in approaching development review and map review:

- Active participation by engineering staff and consultants during the entitlement process is critical. Design and other issues need to be discussed at this stage, with the appropriate staff from the City and/or other agencies included in the discussion. Engineering staff must spend time preparing clear and complete conditions of approval that outline the developer's obligations and address issues. Conditions of approval that are incomplete or vague simply defer problems to the plan review stage, resulting in delay in issuance of permits and frustration on the part of the developer, consultants, or staff who have to resolve the issues.
- Communication and alignment of expectations between the agency staff or consultants and the applicant is needed, starting with the entitlement pre-application phase and lasting through permitting. This can start with an understanding of the applicant's desired schedule for project completion, and then working backwards to set the timing for the various steps in the review process (entitlement, plan review, permitting). The City's consultant needs to be driven by results and not tasks. The goal is not, as some plan checkers practice, to put redlines on plans. The consultant must be proactive in presenting options to the City's staff and be willing to make recommendations on which options may work.
- The consultant needs to form a working relationship with the other parties. The applicant team should see the consultant as an asset and a partner, someone who is motivated to move the project to completion, as opposed to someone who has no interest in moving the project along. The consultant needs to *listen* – to staff, to the applicant and its team, and to other stakeholders. Hearing and understanding what the other party wants is the first step to developing a resolution.

Time 'And Costs' Are of The Essence

We understand that private development projects are often rush projects that require immediate attention and meticulous follow-through. Our strategy for staying on track, expediting reviews when possible, and maintaining quality while not noticeably increasing the level of effort (and costs) is as follows:

- Keep the same map reviewer on a project whenever possible, thereby eliminating any additional and extraneous effort by other staff members
- Utilize to the maximum extent feasible the functionalities of the digital map review software used (Bluebeam), such as the 'document compare' feature to easily overlay digital submittals near completion and pinpoint any new changes, and the 'Toolbox' feature to generate duplicate comments on multiple sheets
- Daily tracking by the Project Manager of submittals due dates and coordination with staff
- Avoiding unnecessary resubmittals or delayed resubmittals by scheduling virtual meetings or conference calls to discuss complicated comments or highly deficient work products (with City's consent)

Digital Plan Review

CSG has been performing digital plan reviews with various municipalities including the Cities of Mountain View, Rohnert Park, Belmont, San Mateo, Soledad, Pacifica, and San Carlos. Reviews have been performed utilizing **Bluebeam and GIS**. Virtual communications with clients have taken place via Zoom and Microsoft Teams platforms.

Staffing

- All plan reviews will be conducted by a State of California licensed civil engineer or under the supervision of a licensed civil engineer.
- Each plan review is assigned to a plan reviewer with oversight of the project manager. The assigned design plan reviewer will be committed to the project and will furnish all subsequent reviews for the project. It is the goal of CSG to provide, where practical, a cradle-to-grave approach for project review, where a review team is assigned to the project from entitlement through plan review and construction to closeout and acceptance.
- Provide specialized qualified licensed engineers to assist in any structural, soil and geotechnical reviews, for any of the assigned projects.
- Map checking will be overseen by licensed professional land surveyors or by professional engineers licensed to practice land surveying in the State of California.
- The review team will be available for applicant inquiries or conferences during normal business hours, Monday through Friday, from 8:00 AM through 5:00 PM. Web conferences, fax, and conference calls are optional forms of communications between Consultant and City staff.

Land Development Plan Review Services

New Development Entitlements

- Review tentative maps, tentative parcel maps, architectural review, and other entitlement applications. Coordinate review with other City staff and/or outside agencies as needed.
- Review associated feasibility studies for water, sewer, and drainage facilities.
- Attend follow-up meetings with Planning staff, the applicant, or others as needed to resolve issues regarding the proposal. Review subsequent submittals of the proposal.
- Assist the City with development of conditions of approval, development agreements, and other requirements associated with development applications. Assist the City in negotiating with developers regarding terms of agreements or conditions (additional tasks associated with the entitlement process are described above).

Plan Review

Review parcel maps, final maps, improvement plans, grading and drainage plans, traffic and signalization, signing and striping plans, traffic control plans, joint trench and street lighting plans, erosion control and stormwater control plans. Review includes evaluation of required records, studies

(hydrology and hydraulic reports and modeling, sewer calculations), and additional materials submitted by the design professional. Confirm that plans conform to the City's standard design criteria, conditions of approval, and infrastructure or other master plans.

- Each plan review will be accompanied by a letter summarizing the red-line comments addressed to the City's staff. A complete, red-lined set of drawings and any reports will be returned to the City. At the City's discretion, the comment summary letter and red-lined plan sheets can be scanned and submitted electronically to the design consultant to expedite the review process.
- CSG is available to meet with the applicant/representative and the City's staff to review comments or to delineate the standards which are not being met, to facilitate timely completion of the review and meeting the maximum goal of two plan checks. CSG will accept and review subsequent submittals electronically, when feasible, to expedite the review process.
- Soils reports will be evaluated, and confirmation of recommendations will be included on the plans. Boundary conditions will be evaluated to maintain continuity with surrounding properties and maintain existing drainage patterns. Construction erosion control and post-construction water quality control will be evaluated for compliance with the storm water quality management permit in effect for the City.
- Assist the City with development of agreements, and other requirements associated with development applications. Additionally, assist the City in negotiating with developers regarding terms of agreements.
- Confirm that the developer has obtained necessary permits or approvals from other public agencies as needed, and that plans conform to the City's NPDES Municipal Regional Permit requirements for storm water treatment and detention.
- Review and recommend approval of engineering bond estimates and subdivision guarantees. Assist the staff in preparing subdivision improvement agreements, other agreements (including stormwater treatment measures and landscape maintenance agreements), and staff reports.
- Meet with developers, consultants, and other agencies on behalf of staff, as requested.

Permitting and Construction

- Assist in preparation of construction permits.
- Provide engineering support during construction.
- Assist with project closeout and acceptance of improvements.

Review of Storm Water Pollution Prevention Plans (SWPPP) and Post Construction Best Management Practices (BMPs)

CSG will review all plans and documents provided to demonstrate adequate and seasonally appropriate erosion and sediment controls in line with local requirements (i.e. grading ordinance). All stormwater protection BMPs shall be reviewed for site specificity and phase appropriateness, including erosion controls, run-on and run-off controls, sediment controls, active treatment systems, site management (aka housekeeping measures) and non-stormwater management. In addition, CSG will:

- Review Stormwater Pollution Management Plans and associated calculations for conformance to the Municipal Regional Permit (MRP3.0) Provision C.3.
- Optional Review of a SWPPP under the NPDES Construction General Permit will include confirmation of filing Notice of Intent (NOI) and WDID, notation of an Eligibility for Erosivity Waiver (for smaller projects and construction timeframe), notation of Risk Level determination (RL1-RL3) based on location and potential threat to water quality, and notation of the proposed

schedule for required non-stormwater monitoring. Review of these selected topics does not constitute acceptance, approval, or recommendation of approval on behalf of or to the State.

City Surveyor & Map Review Services

The traditional role of the City Surveyor is to ensure that maps, legal descriptions, and plans prepared for private developments or public projects are ***technically correct***. However, more often than not, the City Surveyor also routinely ensures that the documents are comprehensive of City requirements and completed in accordance with the California Subdivision Map Act and local ordinances and are in substantial conformance with the approved entitlement application (traditionally the functions of the City Engineer). The City Surveyor's functions can vary, but typically include evaluating the documents submitted by applicants for completeness, reviewing and providing written comments and 'redlines', and signing final documents/certificates or mylar prints of subdivision maps once approved. When complicated or unusual circumstances arise, the City Surveyor often meets with and advises the City Engineer, the City Attorney, and/or private applicants and their surveyor. On rare occasions, the City Surveyor may also be directed to set street monuments not set by private development surveyors or accidentally removed during public construction projects.

Detailed Scope of Work

CSG will review Final/Tract and Parcel Maps, Amending Maps, Certificates of Correction, Street Dedications and Public Easement Grants (Plats/Legal Descriptions), Lot Line Adjustments and Lot Mergers (Plats/Legal descriptions, and complete certificates), or other documents for compliance and conformance with the following:

- Approved Tentative Map (for subdivisions)
- Conditions of Approval
- The California Subdivision Map Act
- The Professional Land Surveyor's Act
- Industry Standards and Local Practice
- Title information for the property, including existing easements and any other relevant land encumbrances, based on information contained in a Preliminary Title Report (PTR) and record documents to be furnished by the applicant (a hyperlinked PTR typically works best)
- Survey and miscellaneous information presented on parent record maps and deeds of the subject and adjacent properties
- The Project Improvement Plans and other documents, when conformance review is included in our scope of work

In conjunction with each review, CSG performs the following:

- Review of closure calculations
- Review, seal and sign final mylar copies of subdivision maps or sign various certificates for technical correctness (as Acting City Surveyor or Technical Reviewer)
- Preparation of Staff Report(s) for City approval, if required
- Preparation of Lot Line Adjustment and Lot Merger certificates
- Preparation of Certificates of Compliance (including review of the Chain of Title for the parcel in question, and preparation of a technical memorandum describing our findings

1.2.2 Level of Effort Letter

Submitted as hourly rate sheet per **Question and Answer** response ***2. Pricing Terms*** issued May 7.
Please see page 12.

1.3 REFERENCES

1.3.1 References

TEAM MEMBER	REFERENCE CONTACT	SCOPE OF WORK
Sandra Meditch	Quynh H. Byrer Principal Civil Engineer | Public Works Department **City of Mountain View** Quynh.Byrer@mountainview.gov | (650) 903-6311	Eng
	Jarrett Rasmussen Associate Civil Engineer | Community Development Department **City of Livermore** jsrasmussen@livermoreca.gov | (925) 960-4519	Eng
Jill Barnes	Jarrett Rasmussen Associate Civil Engineer | Community Development Department **City of Livermore** jsrasmussen@livermoreca.gov | (925) 960-4519	SW
	Roland Yip Deputy Director of Public Works / City Engineer **City of Pacifica** 151 Milagra Drive, Pacifica, CA 94044 (650) 738-3771 | ryip@pacifica.gov	Eng SW Entitlements
Son Hoang	Roger Storz Senior Engineer for Land Development | Public Works Department **City of Campbell** 70 N. First St, Campbell CA 95008 rogers@campbellca.gov | (408) 866-2190	Mapping
	Shirley Yee Chan Acting City Engineer **City of Daly City** 330 90th Street, Daly City CA 94015 schan@dalycity.org | (650) 991-8231	Mapping
Babak Kaderi	Jason Hallare Senior Engineer | Public Works Department: Development **City of San Mateo** 330 W. 20th Ave., San Mateo, CA 94403 (650) 522-7316 | jhallare@cityofsanmateo.org	Eng Staff Aug
	Jay Yu Engineering Manager | Transportation, Private Development and ROW Services **City of San Mateo** 330 W. 20th Ave., San Mateo, CA 94403	Eng Staff Aug

	(650) 522-7323 | jyu@cityofsanmateo.org	
Sophie Truong	Roland Yip Deputy Director of Public Works / City Engineer **City of Pacifica** 151 Milagra Drive, Pacifica, CA 94044 (650) 738-3771 | ryip@pacifica.gov	Mapping
	John Chau Associate Engineer **Town of Los Altos Hills** 26379 Fremont Road, Los Altos Hills, CA 94022 (650) 947-2510 | jchau@losaltoshills.ca.gov	Mapping
David Rubcic	Guido Persicone, AICP Community Development Director City of Marina 211 Hillcrest Avenue, Marina CA 93933 (831) 884-1220 | gpersicone@cityofmarina.org	Eng Mapping
	Jorge Duran Senior Civil Engineer Land Development **City of Gilroy** 408-846-0265 | jorge.duran@cityofgilroy.org	Eng Mapping
Lori Weis	Quynh H. Byrer Principal Civil Engineer |Public Works Department **City of Mountain View** (650) 903-6311	Mapping
	Roland Yip Deputy Director of Public Works / City Engineer **City of Pacifica** 151 Milagra Drive, Pacifica, CA 94044 (650) 738-3771 | ryip@pacifica.gov	Mapping

1.4 RESUMES

1.4.1 Resumes

Please see **page 14** for *Resumes.*

1.5 PRICING PROPOSAL

1.5.1 Pricing Proposal

Submitted as hourly rate sheet per **Question and Answer** response ***2. Pricing Terms*** issued May 7.
Please see **page 12**.

1.6 PRIOR LITIGATION / CLAIMS

1.6.1 Litigation Claims

Stephen Estrella v. City of South San Francisco Code Enforcement, a Public Entity, et al. (Case #20-CIV-05257). A CSG employee was driving his personal vehicle and allegedly drove over Stephen Estrella's foot while the CSG employee was working for the City of South San Francisco. A claim was made against

the CSG employee's auto insurance, and damages were paid. On November 24, 2020, a lawsuit was filed against the City of South San Francisco and CSG for the same incident. The case was settled for $300,000 and closed on February 23, 2024.

Tilafaiga Taape, Jr. v. Rosemary Hanson and CSG Consultants. The property owner at 34 Visitacion Avenue in Brisbane was named along with CSG for a railing that failed on private property. CSG provides services to the City of Brisbane for building plan review and inspection. CSG was released from the case since it was not involved in the condition of the existing railing on the private property. The CSG dismissal forms for this case were completed on March 2, 2021.

Interstate Paving V City of Belmont: The contractor Interstate Paving and Grading filed claim against the City relating to the quantity of base rock on the project where CSG had prepared plans and specifications. This case is not settled and insurance company is working with the City Attorney to resolve this through mediation.

Lucas V City of Elk Grove: A claim was made against city of Elk Grove relating to removal of a wall that was considered a public hazard. There has not been any litigation and this is a claim only. Our attorney from our insurance company is working with the City Attorney to resolve this claim.

1.6.2 Failed Project Completions

CSG has never failed to complete any work awarded.

1.7 FINANCIAL AND RELATED INFORMATION

1.7.1 Audited and/or Reviewed Financial Statements

Respondent is required to demonstrate that it is financially qualified to undertake the Services defined by this RFP. If selected, a proposing firm shall supply, upon request, reviewed financial statements for the last 3 fiscal years if requested by the City.

☒ **CONFIRMED**

1.7.2 Letter from Insurance Broker

Respondent must confirm they're willing and able, upon request, to provide a letter from its insurance broker attesting to the willingness to provide the required insurance coverages described in the Professional Services Agreement.

☒ **CONFIRMED**

1.8 DISCRETIONARY SUPPLEMENTAL MATERIALS

1.8.1 Discretionary Supplemental Materials

NONE

1.9 AGREEMENT REQUIREMENTS

1.9.1 Agreement Requirements

Vendor hereby agrees to sign Professional Services Agreement substantially similar to the form of Professional Services Agreement attached to the RFP, or has attached proposed modifications to the form of Professional Services Agreement as an upload to this confirmation of Acceptance.*

☒ **CONFIRMED**

1.9.2 Proposed Changes to Professional Services Agreement

If Vendor has proposed changes to the Professional Services Agreement, you must attach them to this upload, using strikeout or underline format.

NO CHANGES PROPOSED.

1.9.3 MyCOI Registration for Insurance Tracking

Vendor hereby acknowledges that if they are selected, they will register with the City's digital insurance tracking platform, MyCOI, and are responsible for ensuring their insurance documentation is correctly uploaded to the system, whether by the Vendor or its insurance agent. Registration invite will be sent during agreement approval stage.

☒ **CONFIRMED**

1.10 FORMS

1.10.1 Proposal Authorization Form

Please see **page 13**.

CSG Engineering Services Fee Schedule

Name: Cyrus Kianpour

Signature:

CSG Consultants' fee schedule for proposed services is provided below.

PERSONNEL / ROLE	HOURLY RATE
Administrative Assistant	$115
Engineering Intern	$145
Assistant Engineer	$180
Associate Engineer	$220
Structural Engineer	$270
Associate Surveyor	$210
Senior Engineer	$245
Senior Land Surveyor	$245
Senior Structural Engineer	$295
Principal Engineer	$295
Senior Principal Engineer	$315
Two-Person Survey Crew	$440
Assistant Project Manager	$180
Project Manager	$240
Senior Project Manager	$260
Office Engineer	$180
Construction Inspector	$190
Senior Construction Inspector	$210
Assistant Resident Engineer	$210
Resident Engineer / Construction Manager	$265
Structural Representative	$265
Senior Construction Manager	$315

TERMS

- *All hourly rates include overhead costs including but not limited to salaries, benefits, workers' compensation insurance, local travel, and miscellaneous office expenses.*
- *Overtime services and services provided outside of normal business hours will be billed at 1.5x the applicable hourly rate.*
- *On July 1 of each year following the contract start year, CSG will initiate an hourly rate increase based on change in CPI for the applicable region.*
- *CSG will mail/email an invoice every month for services rendered during the previous month. Unless otherwise agreed, payment terms are 30 days from receipt of invoice.*
- *This fee proposal is valid for a period of 120 days from date of submittal.*

NOTE:
Notary services for signing of certificates and shipping of signed original documents to City offices are included in the hourly rates listed above.
Reimbursable expenses are not anticipated for this contract.
Should reimbursable expenses (e.g. Procurement of a Preliminary Title Report) be requested, a 5% markup will be applied to the expense.

Exhibit D

PROPOSAL AUTHORIZATION

NAME OF RESPONDENT CSG Consultants, Inc.

1. The above-named Respondent is a Respondent to the Request for Qualifications / Request for Proposals of the City of Benicia for professional services to prepare On-Call Development Engineering Services and possesses the legal authority to submit this Proposal.

2. The undersigned is authorized to conduct all negotiations for and legally bind the Respondent in all matters relating to this Proposal submittal.

3. The undersigned has reviewed, understands, is able to comply with and agrees to be bound by the General Conditions Governing the RFP described in Section 7 of the RFP.

4. The undersigned grants the City a right to conduct reference checks and reasonable investigation of all information provided by Respondent.

5. The undersigned certifies that this Proposal is irrevocable until 120 days after its submission date.

Signature: _____

Print Name: Cyrus Kianpour

Title: President

Date: 5/12/25

Sophie **Truong** PE, PLS

Contract Manager

LICENSES & CERTIFICATIONS

Professional Civil Engineer, State of California | 68110

Professional Land Surveyor, State of California | 8998

NASSCO PACP/MACP/LACP Certified | #U-1020-703010434

EDUCATION

Bachelor of Science, Civil Engineering
University of California Berkeley | Berkeley, CA

TRAINING

California Subdivision Map Act Annual Seminar

Bay Area Hydrology Model (BAHM)

Municipal Regional NPDES Permit Provision C.3 & C.6

Ms. Truong has 25 years of practice in Municipal Engineering. She has expertise in all facets of private land development projects, supporting municipalities from Project Entitlements through recommendations for issuance of building and construction permits. Her expertise is in reviewing projects for compliance with NPDES permit requirements, Local Ordinances, Project Conditions of Approval, CEQA mitigation measures, the State's Subdivision Map Act and Land Surveyor's Act, Coastal Development Permit conditions of approval, and any other permits or regulations enforced at the municipal, state, or federal level. Ms. Truong also reviews final and parcel maps, lot line adjustments and lot mergers, assists municipal staff with complex lot legality issues, and signs certificates and mylar prints as Acting or Contract City Surveyor.

As part of her management and development review functions, Ms. Truong manages incoming submittals and resources, ensures quality of deliverables, and regularly meets with project applicants and City staff to review difficult projects and discuss design issues. She has provided invaluable service and technical advice to our clients on hundreds of projects from small urban infill and rural developments to large, high-profile economic development projects throughout California. Ms. Truong's strengths lie in her ability to effectively manage teams and subconsultants, provide superior service, and deliver a thorough product on time and on budget. She takes pride in the on-going mentoring of staff and maintains a high level of productivity among her team members.

RELEVANT EXPERIENCE

Various Projects | City of Daly City, CA

Ms. Truong provided Engineering Plan review and NPDES post-construction treatment measure review, inspection, and Operation & Maintenance Agreement review services for multiple small to mid-size residential and commercial projects in the City of Daly City, including but limited to Dick's Sporting Goods within the Serramonte Shopping Center, the Annie St. 22-Lot Residential Subdivision, the Chinese Cemetery located at 4650 Callan Blvd, and the Garden Valley 50-Lot Subdivision.

The Dunes at Monterey Bay | City of Marina, CA

Ms. Truong reviewed all parcel and final maps associated with the residential and retail development of this 420-acre Specific Plan area located within in the former Fort Ord. This included phased parcel and final maps in commercially zoned areas, residential tract maps, and lot mergers. Ms. Truong met with City Planning and Engineering staff, and the Developer's team to review and discuss the City's specific plan requirements, the Disposition and Development Agreements, all existing easements, and access issues throughout the development.

General Vacation of Capitol Avenue & Lot Merger for the University Plaza Project | City of East Palo Alto, CA

Ms. Truong assisted the City Attorney and Engineering Staff with general procedures and document preparation, reviewed staff reports for Council Meetings and reviewed all survey and mapping work prepared by the project developer in conjunction with the vacation of a public street that was currently in use. She assisted the City with public notifications and notifications to public utilities for relocations of utilities located within the street to be vacated. She also reviewed all documents associated with the lot merger for the project.

Sandra **Meditch** PE

Primary Point of Contact / Principal Engineer

LICENSES & CERTIFICATIONS

Professional Civil Engineer
State of California | 52583

EDUCATION

Bachelor of Science, Civil Engineering
Washington State University
| Pullman, WA

Ms. Meditch is a seasoned civil engineer with over 30 years of professional experience. During her career, she has served as project engineer on a variety of projects from residential to commercial. Her experience includes project design and staff oversight, coordination of communication between clients, sub-consultants and public agencies; preparation of specifications, creation of cost estimates and construction administration.

For CSG, Ms. Meditch performs engineering plan review for various clients throughout California, including the City / Towns of San Leandro, Lathrop, Soledad, San Bruno, Rohnert Park, Marina, Moraga, Millbrae, Mountain View, La Habra, and Inglewood.

RELEVANT EXPERIENCE

Acting City Engineer | City of San Juan Bautista, CA

Ms. Meditch provided City Engineering services for the City of San Juan Bautista. Her primary duties involved overseeing the City's maintenance department, including operation of the City's water, sewer, roadway, and public facilities. Ms. Meditch also oversaw the construction of CIP projects, including managing and performing construction inspection, leading community outreach and public meetings, and coordinating project deadlines.

Interim City Engineer | Town of Los Altos Hills, CA

Ms. Meditch provided City Engineering services for the Town of Los Altos Hills. Her primary duties involved overseeing construction of a 9-lot subdivision, review of sewer main extensions, review of construction documents for install of fiber optic networks, preparation of construction documents for Town's pathway system, sewer and pavement Capital Improvement projects.

LAND DEVELOPMENT

Development Review| CSG Consultants, Inc.

Ms. Meditch performs engineering plan review for CSG clients throughout California. Her general duties include plan check review of major and minor developments (residential and commercial), including but not limited to grading plans, public improvement plans, utility improvement plans, and plot plans. Notable projects Ms. Meditch has review included, but are not limited to:

- **Skyline College Residential | City Of San Bruno, CA**
  Ms. Meditch led the plan review of two residential projects in proximity to Skyline College. One element included 40 single-family detached homes on a 6-acre site. The project included a private street with access to neighborhood parks. The second piece of the project involved a 30-unit apartment complete for college faculty and staff which sites on a 2-acre site.
- **North 40 Development | Town Of Los Gatos, CA**
  Ms. Meditch performed plan review for the North 40 Development. The 21 acre mixed use development includes 320 residential units and several commercial/retail sites. Plan review included offsite storm drain and sanitary sewer improvements, full reconstruction and widening of two major arterial streets, and modification to the State Highway 17 north bound on ramp at Lark Avenue.
- **Los Angeles (NFL) Stadium at Hollywood Park | City of Inglewood, CA**
  Ms. Meditch served as the primary plan reviewer for off-site public work improvements for the new NFL stadium. Reviews included grading, drainage, and roadways. Notable aspects of this project included review of the parking lots for the stadium and the 7-acre lake park.
- **Commercial Redevelopment | City of Watsonville, CA**
  Ms. Meditch served as the primary plan reviewer for redevelopment of a 3.5-acre site near the Watsonville Slough . Reviews included demolition, grading, drainage, utilities, storm water treatment measures and flood plain issues.

Jill Barnes PE

Principal Engineer

LICENSES & CERTIFICATIONS

Professional Engineer
State of California | C59975

EDUCATION

Bachelor of Science, Civil Engineering
California State Polytechnic University
Pomona, CA

Senior Executive professional with more than 28 years of experience in public works, environmental compliance, master plan development and civil construction. Licensed Professional Engineer in the State of California. Highly equipped in directing design, construction and maintenance of road, sewer and storm drain utilities, building and park facilities, vehicle, and equipment maintenance. Possess expertise in planning, designing and delivery of multi-disciplinary capital improvement program for municipal facilities, transportation, utility, and other infrastructure systems. Strategic leader with proven track record of building and leading effective cross-functional teams. Able to manage and coordinate all construction activities and ensure that all project deliverables are achieved with regards to safety, quality, program, and cost.

RELEVANT EXPERIENCE

Grand Hyatt Seaside Resort | Seaside, CA

Ms. Barnes provides technical support and review services for the mixed-use development of this 180-acre hotel, conference center and restaurant area located within the former Fort Ord. This included phased site improvement and lot mergers. Ms. Barnes met with City Engineering staff, and the Developer's team to review and discuss the City's requirements including stormwater management plan review, Stormwater Pollution Prevention Plan review, existing easements, access issues and general circulation, and backbone infrastructure requirements. She reviewed all engineering plans for development of the site.

Various Projects | City of Pacifica, CA

Ms. Barnes provides entitlement review, Engineering Plan review and NPDES post-construction treatment measure review, and O&M Agreement review services for multiple small to mid-size residential and commercial projects in the City of Pacifica including but limited to the Pacific View Project a 37 residential unit subdivision, the Pacifica Quarry Reclamation Project for the reclamation of an 87-acre property formerly the Rockaway Quarry and the Loma Vista Terrace for development of 3 residential units.

Private Consultant | California

Ms. Barnes served as a private consultant to public agencies managing streetscape and utility projects, assuring quality and contractual conditions of performance. She also prepared and maintained project schedules, review the project work progress, and production rates on a frequent basis. Ms. Barnes also developed grant proposals and procured funding and intra-agency partnerships to deliver public works projects with limited budgets.

Director of Public Works / City Engineer | City of Mill Valley, CA

For a 17 year period, Ms. Barnes served as the City Engineer and eventual Director of Public Works for the City.

As Director, her duties included directing the City's facility operations including wastewater treatment, sanitary sewers and storm drains, parks facilities, and road maintenance. She oversaw the department's budget, controls expenditures and approval of all requisitions, advised the City Manager on all public works activities.

As City Engineer, Ms. Barnes planned, organized, and evaluated capital improvement projects and other contract services for the City. She ensured the City was in compliance with applicable laws and regulations, such as, but not limited to the Clean Water Act and Americans with Disabilities Act. She also analyzed and reviewed commercial and residential development projects to ensure compliance with City policies, transportation codes, regulations, and laws. Advise and confer with staff and developers' representatives on acceptable design alternatives and solutions. Developing mitigating measures to impose as conditions of approval.

Husam **Aburabi,** EIT

Associate Engineer

LICENSES & CERTIFICATIONS

Engineer in Training | E104094

EDUCATION

Bachelors of Science, Civil Engineer
Israel Institute of Technology | Haifa, Israel

Mr. Aburabi has over 15 years of varying municipal and civil engineering experience. He has been involved in the design, specifications, and preparation of estimates of public works projects including all types of road and light rail improvements. His experience includes the preparation of typical sections, layouts and profiles, super-elevations, pavement delineation, sign plans, erosion control, and water pollution control plans. As a Project Engineer, Mr. Aburabi has been involved in the management and coordination of engineering work, responding to RFI's, and replying to inquiries and feedback of clients and subconsultants. Additionally, his experience includes coordinating and obtaining project approvals from various public agencies including Caltrans, Valley Transportation Authority, and utility companies.

Mr. Aburabi has extensive experience with the preparation of Storm Water Data Reports (SWDR), drainage reports, and the production of comprehensive roadway layout, profile, detail, and quantity take off plans. He is an expert in the use of AutoCad Civil 3D, Softdesk, Autodesk Land Desktop, Microstation, and the Hydraflow Storm Sewers program.

As an Assistant Project Manager, Mr. Aburabi has been involved in the management and coordination of engineering work, responding to RFI's, and replying to inquiries and feedback of clients and subconsultants. Additionally, his experience includes coordinating and obtaining permits and project approvals from various public agencies including Caltrans, Valley Transportation Authority, and utility companies.

RELEVANT EXPERIENCE

Staff Augmentation -Capital Improvement Program | City of East Palo Alto, CA
Mr. Aburabi assisted the City with project and construction management for various capital improvements throughout the City. Duties include but were not limited to:

- Prepared award package to Caltrans for the Bay Road Project Phase II & III from Clarke Ave to Cooley Landing Park. The award package included Caltrans forms EX15M, EX15A, EX15B EX15cC, EX15D, EX15H, EX15G, EX03, EX15l, etc;
- Compiled an RFP for the project New 12" Emergency Watermain on University Ave;
- Executed a contract between the City and consultant for construction management services;
- Prepared grant progress status report for California Department of Parks and Recreation (Prop 84);
- Request reimbursement grant from Midpeninsula Regional Open Space District (MROSD)

Staff Augmentation -Capital Improvement Program | City of Gilroy, CA
Mr. Aburabi prepared and delivered Request for Proposals (RFP), Request for Qualifications (RFQ's), and managed and coordinated engineering work with consultants and sub-consultants related to CIP projects. His duties included:

- Preparing grant applications
- Conducting DBE analysis
- Preparing project schedules
- Overseeing project budgets
- Coordinating with various City departments.

Babak **Kaderi** CFM

Senior Project Manager

LICENSES & CERTIFICATIONS

Certified Floodplain Manager

FEMA Elevation and Floodplain Management Training

South Bay Water Recycling Site Supervisor Certificate

Traffic Control Technician and Traffic Control Flagger Certificate of Training

Certificate of Completions for SF Bay RWQCD Construction Site Compliance for Water Quality Protection

Access Management Traffic Manual Certificate

Autodesk Certificate of Completion 2007

EDUCATION

MS, Industrial Technology
Indiana State University
| Terre Haute, IN

BS, Manufacturing Technology
Indiana State University
| Terre Haute, IN

Mr. Kaderi has over 30 years of civil engineering, land development, and planning and development project management experience. His land development experience includes, but is not limited to plan checking, code compliance, and understanding of regional public agency regulations and requirements.

For CSG, Mr. Kaderi has provided development plan review for the Cities of Mountain View, Belmont and Dublin, as well as onsite review for the City of Hayward, Gilroy, and Monte Sereno. Prior to joining CSG, Mr. Kaderi served as an Assistant Civil Engineer to the City of Milpitas for 25 years. For Milpitas, Mr. Kaderi provided plan check of developments and served as the floodplain manager.

RELEVANT EXPERIENCE

Land Development Staff Augmentation | City of Gilroy, CA

Mr. Kaderi performs onsite land development review for the City's development projects. His general duties included providing Conditions of Approval for Planning projects and plan check review of all major and minor private development (residential and commercial) including but not limited to grading plans, public improvement plans, utility improvement plans, tenant improvement plans, and plot plans. Review and process Tentative Maps, Parcel Maps, and Final Maps. Mr. Kaderi has been involved in processing improvement agreements, writing staff report for project approval, processing reimbursement agreements, and notice of completions. Review and approve major tract on-site and off-site improvements. Notable projects Mr. Kaderi was involved in includeded:

- **Hoey North Tract Development** –80Unit hillside single family residential development with Glen Loma Ranch development area.
- **Town Center Development at Glen Loma Ranch** – Mixed development of affordable apartment, single family residential, fire station and community park.
- **Miller Avenue realignment** – Realignment of major collector and related utilities to accommodate Glen Loma Ranch development area.
- **Heartland Garden Tract Development** – Process development of single-family residential tracts within Hecker Pass development area.
- **Heartland Triangle** - Process development of a single-family residential tract within Hecker Pass development area.
- **Harvest Park Tract Development** - Process development of single-family residential tracts within Hecker Pass development area.
- **Hecker Pass Trail and Bike Staging Park** – Process development of the Hecker Pass bike trail along HWY-152 frontage and a community bike staging park.
- **NISSAN Dealership** – Process development of commercial parcel for Nissan dealership entailing vacation of public street and merging of the parcels to accommodate development.

Land Development Staff Augmentation | City of Hayward, CA

Mr. Kaderi performed on-site plan review for reviewing and approving site permits, building permits, and encroachment permits. His general duties included providing plan check and review of all major and minor private developments (residential, commercial, and industrial) including but not limited to tentative maps, tract maps, parcel maps, legal descriptions, grading plans, public improvement plans, on-site improvement plans, tenant improvement plans, and plot plans. Review and provide Engineering Conditions of Approvals for all development projects.

Mr. Kaderi also reviewed and approved pre-construction Storm Water Pollution Prevention Plan (SWPPP) and post-construction Storm Water Control Plans (C.3).

Son Hoang PE, QSD/P

Senior Project Manager

LICENSES & CERTIFICATIONS

Professional Civil Engineer
State of California | 97167

Qualified SWPPP Developer/Practitioner (QSD/QSP) | State of California #83529

Caltrans Resident Engineer's Academy

NASSCO PACP Certified

EDUCATION

Bachelor of Science, Civil Engineering
San Jose State University | San Jose, CA

Mr. Hoang provides clients with experience in design and plan review. Since joining CSG, his primary focus has been in design. This work includes a variety of public works projects involving paving design, drainage systems, and topographic surveys. Along with the preparation of design plans for public works projects, he has also created complete PS&E packages including specifications and engineering cost estimates.

RELEVANT EXPERIENCE

2019 Pavement Rehab | City of San Ramon, CA

Millbrae Sewer Force Main Phase I | City of Millbrae, CA

Sewage Basin A & Various Location Sanitary Sewer Improvement Project| City of San Mateo, CA
As lead project engineer, Mr. Hoang was responsible for the condition assessment and design of improvement for the Basin A & Various Locations Sanitary Sewer Improvements Project. His responsibilities included evaluation of closed-circuit television (CCTV) inspection data for gravity sewer mains in Basin A and Basins C and D (Various Locations), prioritizing the repair of the defects noted in the videos and reports based on the urgency of repair, recommending repair extents and methods of repair, and preparing a condition assessment report summarizing the findings and recommendations. Based on recommendations presented in the report, Mr. Hoang was also responsible for the preparation of the accompanying PS&E package to address sanitary sewer main and manhole repairs.

Sewage Basin C – Sewer Repair Project| City of San Mateo, CA
Mr. Hoang assisted in the assessment and design of improvements for the City's Sewer Basin C project. The scope included an evaluation of closed circuit television (CCTV) inspection data for gravity sewer mains in Basin C, prioritizing the repair of the defects noted in the videos and reports based on the urgency of repair and available funding, recommending methods of repair, and preparing a condition assessment report documenting the findings and recommendations. Based on the findings and recommendations presented in the report, Son assisted in the preparation of the PS&E package to address the repairs.

Mission Road Bicycle and Pedestrian Improvement Project | Town of Colma, CA
Mr. Hoang served as the design engineer for the design of bicycle and pedestrian improvements in the Town of Colma. The project involves the planning, design and implementation of a number of safety related improvements for the pedestrians, bicyclists and vehicles along Mission Road between El Camino Real and Lawndale Boulevard. The anticipated improvements include addition of new sidewalk to provide continuous safe and accessible pedestrian route, extension of Class II bicycle lanes on northbound direction, construction of bulbouts and high visibility crosswalks with pedestrian flashing beacons, installation of energy efficient street lights, relocation and reconstruction of the existing curb, gutter, sidewalk and non-ADA compliant ramps and driveway approaches, and construction of landscape planters for drainage and stormwater treatment purposes.

2017 Measure J & L and Annual Pavement Rehabilitation | City of Orinda, CA
As the lead project engineer, Mr. Hoang was responsible for the design and preparation of the plans, specifications and estimates for the rehabilitation of multiple road segments along with storm drainage improvements at various locations through the City of Orinda. Additionally, Mr. Hoang was responsible for performing topographic surveys for ADA upgrades and for project coordination with the various utility companies and sub-consultants throughout the duration of the design period.

This scope of the project consisted of the rehabilitation of 62 Residential and Arterial roadways and approximately 10,000 linear feet of storm drain pipes at various locations throughout the City. Methods of roadway rehabilitation included full depth reclamation (FDR), slurry sealing, and mill and fill replacements.

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26-033

PROFESSIONAL SERVICES MASTER AGREEMENT

(DEVELOPMENT ENGINEERING PROFESSIONAL SERVICES)

BETWEEN

CITY OF BENICIA AND

William R. Gray and Company, DBA Gray-Bowen-Scott

This Professional Services Master Agreement ("Agreement") is dated July 1, 2025, and is by and between the City of Benicia, a political subdivision of the State of California ("CITY") and William R. Gray and Company, DBA Gray-Bowen-Scott, a California Corporation located at 1320 Mount Diablo Boulevard, Suite 206, Walnut Creek, California 94596, licensed to do business in California, ("CONTRACTOR") relating to Gray-Bowen-Scott Master Service Agreement On-Call Development Engineering - Professional Services (FY26-27) Services (“Services").

1. Agreement

1.1. 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 by the City Manager, or designee who is hereby authorized to execute any Task Order and issue a Notice to Proceed, without further action by the City Council, provided the Task Order is within the total authority of this Master Service Agreement. Amendments to this Master Service Agreement require City Council approval.

Development Engineering Services may include, but not be limited to:

A. Shoreline Development Review

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.

1.2. Term of Agreement

A. This Agreement will conclude on June 30, 2027 unless it is extended in accordance with paragraph B below.

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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.

1.3. 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.

1.4. Compensation

CONTRACTOR shall be compensated, a total value not to exceed $325.000 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 not to exceed 5% or the current year's February change of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Francisco-Oakland-Hayward, CA index, whichever is lower, and must seek CITY's authorization for rate changes. 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.

1.5. 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 in excess of $1,000.00, where prevailing wages are required by 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 City's Public Works 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 subconsultants shall keep and

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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. If the Agreement exceeds $2,000 and is funded with federal funds, then CONTRACTOR shall pay federal Davis Bacon wages and comply with applicable federal requirements.

B. 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.

C. CONTRACTOR, where applicable, 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.

1.6. 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. **Patent Rights, Copyright, Trade Secrets:** CONTRACTOR 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.

C. **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 artd will survive termination of this Agreement.

D. **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.

E. **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.

F. **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.

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G. **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 al I 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

1.7. 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.

1.8. 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.

1.9. 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.

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1.10. 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 based on a final invoice from the CONTRACTOR.

1.11. 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 I 101, 1102and1102.1; 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.

1.12. 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

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2. Possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel. (2Cal. Code Regs. § l8700(a) (2))

1.13. 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.

1.14. 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.

1.15. 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.

1.16. 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.

1.17. 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.

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1.18. 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.

1.19. 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.

1.20. 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.

1.21. 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: Stacy Hofacre

Senior Management Analyst

shofacre@ci.benicia.ca.us

To Contractor: Leo Scott

Principal

leo@graybowenscott.com

1.22. 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.

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1.23. 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.

2. Insurance Requirements

2.1. INSURANCE REQUIREMENTS

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated July 1, 2025, by and between William R. Gray and Company, DBA Gray-Bowen-Scott, hereinafter referred to as "Contractor", and the City of Benicia, hereinafter referred to as "City", providing for professional services.

2.2. 1. Contractor's Duty to Show Proof of Insurance

Contractor, 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 Contractor's acts, errors, or omissions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Contractor shall not perform any work under this Agreement until Contractor 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, Contractor 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, Contractor 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. Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or City as an additional insured.

2.3. 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

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services rendered hereunder, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Contractor'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. Contractor 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.

2.4. Workers' Compensation Insurance

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

2.5. 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.

2.6. 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.

2.7. Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Contractor, at Contractor'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.

2.8. Insurance terms and conditions:

3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this Agreement except as otherwise indicated

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herein. Each insurance policy supplied by Contractor shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Contractor 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. Contractor 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 Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor 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 Contractor is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Contractor'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 Contractor'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 Contractor 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 Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor. City, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Contractor 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 Contractor of its obligation to obtain and maintain the insurance coverages required by this Agreement.

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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 Contractor and its Subcontractors shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Contractor's fees under this Agreement (and the fee of its Subcontractors under Subcontractor agreements) shall be reduced by the amount of insurance premiums that may be avoided by Contractor and its Subcontractors 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 Contractor's and Subcontractors policies. Construction Manager and its Subcontractors shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

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

By:_____

Signed by:
Leo Scott
28E63B021A7B415...

Its:_____ 6/23/2025

Leo Scott

"City" By: President

Its:_____

"Department" By:_____

Its:_____

"City Attorney" By:_____

Its: City Attorney

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Exhibits List

A - Scope of Work

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Exhibit A

Scope of Work

Attachment 4 - Gray-Bowen-Scott - Professional Services Master Service Agreement

William R. Gray and Company, DBA Gray-Bowen-Scott Response

Pricing unsealed at May 13, 2025 4:39 PM

CONTACT INFORMATION

Company

William R. Gray and Company, DBA Gray-Bowen-Scott No Reviews

Email

erika@graybowenscott.com

Contact

Erika McCulloch

Address

1320 MT DIABLO BLVD # 206
WALNUT CREEK, CA 94596-5139
Walnut Creek, CA 94596

Phone

N/A

Website

www.graybowenscott.com

Submission Date

May 6, 2025 10:42 AM (Pacific Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Project Organization

1.1. Name of Subcontractors (if using) ☐ Pass ☐ Fail

If using subcontractors, you must fill in their information in the below box following this format for each subcontractor:

1. Name of Subcontractors
2. Address,
3. Telephone number(s),
4. Email,
5. Name of responsible corporate officer(s),
6. Office location where the majority of the day-to-day work will be accomplished.

Not applicable.

1.2. Project Organization Chart* ☐ Pass ☐ Fail

1.2_Org_Chart.docx

1.2_Org_Chart.docx

1.3. Description of responsibilities* ☐ Pass ☐ Fail

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

1.3 DESCRIPTION OF RESPONSIBILITIES

Drawing on 24 years at the San Francisco Bay Conservation and Development Commission (BCDC), our project advisor, Brad McCrea, will be responsible for providing the City of Benicia and shoreline development teams with a clear understanding of BCDC's permitting requirements, goals, and objectives for waterfront activities within BCDC's jurisdiction. Brad has demonstrated experience helping to secure BCDC permits for waterfront development and restoration projects and has an insider's knowledge of the Commission's procedures and priorities.

Responsibilities include:

- **Navigating BCDC Permitting Processes:** Brad will provide strategic advice to the City staff and shoreline development teams regarding shoreline project proposals and the preparation of BCDC …

Show all

1.4. Team Members* ☐ Pass ☐ Fail

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

1.4 TEAM MEMBERS

Brad McCrea | Industry Advisor (BCDC)

For 24 years, Brad worked at the San Francisco Bay Conservation and Development Commission (BCDC), the last 12 years serving as the Commission's Regulatory Director and overseeing the work of five regulatory teams that processed hundreds of shoreline development projects annually. Prior to this, Brad was the BCDC's Senior Design Analyst, serving as a technical expert and helping development teams bring residential, commercial, industrial, transportation, and wetland restoration proposals into compliance with BCDC's laws and policies. Under his leadership, the Commission approved over a thousand development projects worth tens of billions of dollars. Before his tenure at BCDC, Brad gained valuable experience in the private sector. Now, …

Show all

2. Approach

2.1. Provide an approach for completing the scope of work. Discuss any unique ideas/concerns related to the project.* ☐ Pass ☐ Fail

2.1 APPROACH / SCOPE OF WORK

Our approach is built on a strong foundation of experience with BCDC regulations and permitting processes, combined with deep understanding of the needs of waterfront development projects along the San Francisco Bay shoreline, including the City of Benicia. Our primary goal is to share BCDC's policy and technical requirements with the City staff and project stakeholders in a simple-to-understand manner to ensure timely and successful project review.

We propose a collaborative approach that integrates regulatory compliance, technical expertise, and stakeholder engagement:

1. Regulatory Strategy Development

We will begin by reviewing the proposed project details and identifying all applicable regulatory requirements under BCDC, including:

- BCDC authority
- BCDC …

Show all

2.2. Level of Effort Letter*

☐ Pass ☐ Fail

Upload a copy of 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.

2.2_Level_of_Effort.xlsx

3. References

Provide at least two (2) references for the key individuals on the project team.

3.1. References*

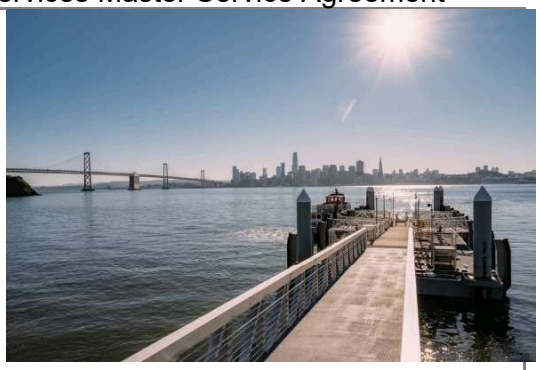
☐ Pass ☐ Fail

Make sure to include phone and/or email contact information at a minimum for each reference.

3.1 REFERENCES

Project Name & Location	Relevant Services Provided	Budget for Services Provided	Client Reference (Name, Agency, Phone, Email)	Short description

Attachment 4 - Gray-Bowen-Scott - Professional Services Master Service Agreement

Treasure Island Ferry Terminal Electrification	BCDC regulatory compliance	$55,000	Michael Gougherty, Water Emergency Transportation Authority (WETA); mike.gougherty@sfbayferry.com	 Gray-Bowen-Scott is assisting WETA with securing BCDC authorization for new electrical charging infrastructure at the existing Treasure Island Ferry Terminal for a zero-emission, all-electric powered ferry vessel serving the route between Treasure Island and downtown San Francisco. Authorized work will include a transformer, switchgear, meter, and associated electrical components both within existing public access areas required by BCDC and on the existing dock …

Show all

4. Resumes

Provide summary resumes of key professional personnel

4.1. Resumes*

Pass Fail

Please upload all resumes here

McCrea,_Brad_-_Resume.docx

5. Pricing Proposal

The Pricing Proposal shall be for the provision of all Services under the PSA. The Pricing Proposal shall comply with the following requirements:

1. PRICING PROPOSAL. A not-to-exceed dollar amount for all basic services required under the PSA, based on the parameters set forth in this RFP and the PSA. If Respondent believes other parameters are required to provide a not-to-exceed amount, Respondent shall specifically identify them in its Pricing Proposal.
2. REIMBURSABLE EXPENSES. All reimbursable expenses must be included in the not-to-exceed proposed price.
3. ADDITIONAL SERVICES. Billing rates for additional services.
4. OVERTIME. Overtime must be included in Respondent's not-to-exceed proposed price.
5. TRAVEL. Travel time must be included in Respondent's not-to-exceed proposed price.
6. SIGNATURE. The handwritten or digital signature of the Respondent.

5.1. Upload pricing proposal here*

Pass Fail

5.1_Pricing_Proposal.pdf

6. Prior Litigation / Claims

1. Provide a description of any litigation or claims threatened or filed, or filed then settled, against Respondent in the past five years. Provide a description of any litigation or claims threatened or filed by your firm, or filed then settled, in the past five years. If the litigation or claim has been resolved, describe the resolution. If the litigation or claim is pending, describe the status.
2. Respondent must also provide a list of all projects for which Respondent failed to complete any work awarded, with explanation of circumstances.

6.1. Litigation Claims*

Pass Fail

Provide a description of any litigation or claims threatened or filed, or filed then settled, against Respondent in the past five years. Provide a description of any litigation or claims threatened or filed by your firm, or filed then settled, in the past five years. If the litigation or claim has been resolved, describe the resolution. If the litigation or claim is pending, describe the status.

6.1 LITIGATION CLAIMS

Over the past five years, Gray-Bowen-Scott has not been the subject of any litigation or claims that have been filed or threatened. No lawsuits have been initiated against the firm, nor have any claims resulted in settlements.

Gray-Bowen-Scott has not initiated any litigation or formal claims during the past five years. No lawsuits or claims have been filed by the firm, nor have any such matters been settled.

6.2. Failed Project Completions* ☐ Pass ☐ Fail

Respondent must also provide a list of all projects for which Respondent failed to complete any work awarded, with explanation of circumstances.

6.2 FAILED PROJECT COMPLETIONS

Gray-Bowen-Scott has a consistent record of completing all awarded projects in accordance with contractual obligations. There have been no instances within the past five years in which the firm has failed to complete a project.

We are committed to maintaining the highest standards of professionalism and integrity in all of our engagements. We remain proactive in resolving any issues before they escalate to claims or litigation.

7. Financial and Related Information

1. Respondent is required to demonstrate that it is financially qualified to undertake the Services defined by this RFP. If selected, a proposing firm shall supply reviewed financial statements for the last 3 fiscal years if requested by the City.
2. Respondent must also provide a letter from its insurance broker attesting to the willingness to provide the required insurance coverages described in the Professional Services Agreement.

7.1. Audited and/or reviewed financial statements* ☐ Pass ☐ Fail

Respondent is required to demonstrate that it is financially qualified to undertake the Services defined by this RFP. If selected, a proposing firm shall supply, upon request, reviewed financial statements for the last 3 fiscal years if requested by the City.

☑ Confirmed

7.2. Letter from its insurance broker* ☐ Pass ☐ Fail

Respondent must confirm they're willing and able, upon request, to provide a letter from its insurance broker attesting to the willingness to provide the required insurance coverages described in the Professional Services Agreement.

☑ Confirmed

8. Discretionary Supplemental Materials

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.

8.1. Discretionary Supplemental Materials ☐ Pass ☐ Fail

Please upload all Supplemental Materials here

8.1_DISCRETIONARY_SUPPLEMENTAL_MATERIALS.pdf

9. Agreement Requirements

9.1. Vendor hereby agrees to sign Professional Services Agreement substantially similar to the form of Professional Services Agreement attached to the RFP, or has attached proposed modifications to the form of Professional Services Agreement as an upload to this confirmation of Acceptance.*

☑ Confirmed ☐ Pass ☐ Fail

9.2. Proposed Changes to Professional Services Agreement Terms ☐ Pass ☐ Fail

If Vendor has proposed changes to the Professional Services Agreement, you must attach them to this upload, using strikeout or underline format.

9.2_Proposed_Changes_to_Professional_Services_Agreement_Terms.pdf

9.3. MyCOI Registration for Insurance Tracking* ☐ Pass ☐ Fail

Vendor hereby acknowledges that if they are selected, they will register with the City's digital insurance tracking platform, MyCOI, and are responsible for ensuring their insurance documentation is correctly uploaded to the system, whether by the Vendor or its insurance agent. Registration invite will be sent during agreement approval stage.

☑ Confirmed

10. Forms

10.1. Proposal Authorization Form* ☐ Pass ☐ Fail

Please upload a signed Proposal Authorization form (Attachment D) here

GBS_PROPOSAL_AUTHORIZATION.pdf

10.2. Materials Upload ☐ Pass ☐ Fail

You may use this area to upload a copy of your full submission packet, or any other miscellaneous materials. However please note, you will still need to fully answer all other questions and upload requirements to be deemed a responsive bidder.

10.2_Materials_Upload.pdf

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1.2 PROJECT ORGANIZATION CHART

THE CITY OF BENICIA CALIFORNIA

Brad McCrea

Regulatory Advisor (BCDC)

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2.2 Level of Effort

Brad McCrea, Regulatory Advisor

Level of effort based on an assumption of 150 total hours.

Task	Task Description	Hours
1	Project Kickoff and Overarching Regulatory Strategy	30
2	Preliminary Coordination with BCDC	25
3	Technical Study Coordination and Advice	15
4	Permit Application Preparation Guidance	30
5	Advising on Public Outreach	5
6	Permit Process Advice and Strategy	40
7	Post-Permit Support	5
	Total	**150**

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Brad McCrea

Brad served for 11 years as the Regulatory Director of the San Francisco Bay Conservation and Development Commission (BCDC), where his oversaw BCDC's five regulatory programs that processed hundreds of shoreline development projects every year. Prior to leading BCDC's Regulatory Division, Brad served for 12 years as the Commission's Senior Design Analyst, assisting development teams with bringing real estate, transportation, and wetland restoration proposals into conformance with BCDC's laws and policies. Under Brad's leadership, the Commission approved over a thousand development projects around the Bay worth tens of billions of dollars. Before his time at BCDC, Brad worked for 8 years in the private sector. At Gray-Bowen-Scott, Brad serves as an industry advisor, lending his insider's expertise of the regulatory process to projects along the San Francisco Bay shoreline.

FIRM
Gray-Bowen-Scott

ROLE
Regulatory Advisor

EDUCATION
B.A., English Literature, California State East Bay

Master of Landscape Architecture, University of California, Berkeley

Master of City Planning, University of California, Berkeley

AWARDS/RECOGNITION
2023 Frank C. Boerger Award, Bay Planning Coalition

INDUSTRY TENURE
33 Years

RELEVANT EXPERIENCE

Gray-Bowen-Scott, Regulatory Advisor ▪ March 2023 – Present
Brad serves as an regulatory advisor, lending expertise to the development process for projects along the San Francisco Bay shoreline. Brad's experience with real estate developers, maritime leaders, transportation agencies, local governments, and open space planners benefits project teams navigating the Bay's complex regulatory landscape.

City of Alameda, Waterfront Project Advisor ▪ December 2022 – Present
Brad provides high-level policy advice and waterfront project expertise to various City departments, including Planning, Building & Transportation; Public Works; and Recreation & Parks.

San Francisco Bay Conservation and Development Commission, Director of Regulatory Programs ▪ December 2010 – December 2021
In this executive-level position, Brad oversaw the work of the five regulatory programs that processed hundreds of waterfront projects every year in and around the San Francisco Bay. These projects included design review and permitting of all major shoreline development projects, several new ferry terminals, engineering review of coastal structures, management of dredged sediment, permitting of all parks and trail projects, wetland restoration projects, and enforcement along hundreds of miles of Bay shoreline. During this 11-year period, BCDC processed more than 1,400 permit applications representing billions of dollars of development.

San Francisco Bay Conservation and Development Commission, Senior Development Design Analyst ▪ June 1998 – December 2010
Brad worked as BCDC's senior design analyst, personally evaluating more than a thousand development proposals and advising project teams on how to craft projects consistent with BCDC's policies. In 2009, Brad helped create and then managed the Rising Tides International Design Competition, an event that prompted teams from 18 nations to submit 130 design ideas that responded to sea level rise in San Francisco Bay.

Callander Assoc., Brady and Assoc., Patricia O'Brien, DCE, Freeman & Jewell, Arthur Vance Assoc., Urban Planner |Landscape Associate ▪ June 1990 – June 1998

Brad worked with several urban design and landscape architecture firms in the San Francisco Bay Area, focusing primarily on the creation of public spaces.

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10.5.1 PRICING PROPOSAL

Gray-Bowen-Scott is proposing an On-Call Time and Materials contract with a not-to-exceed value of $75,000.00 for Shoreline Development consulting on the permitting requirements of the San Francisco Bay Conservation and Development Commission (BCDC), as described in Section 4.3 of the RFP. Services will be billed for actual hours worked as requested by the City of Benicia. No travel is anticipated in this proposal.

The hourly billing rate for Brad McCrea, BCDC regulatory advisor, is $400.00.

Signature

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26-034

PROFESSIONAL SERVICES MASTER AGREEMENT

(DEVELOPMENT ENGINEERING PROFESSIONAL SERVICES)

BETWEEN

CITY OF BENICIA AND

TRB and Associates, Inc.

This Professional Services Master Agreement ("Agreement") is dated July 1, 2025, and is by and between the City of Benicia, a political subdivision of the State of California ("CITY") and TRB and Associates, Inc., a California Corporation located at 3180 Crow Canyon Place, Suite 216, San Ramon, California 94583, licensed to do business in California, ("CONTRACTOR") relating to TRB Master Service Agreement: On-Call Development Engineering - Professional Services (FY26-27) Services (“Services").

1. Agreement

1.1. 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 by the City Manager, or designee who is hereby authorized to execute any Task Order and issue a Notice to Proceed, without further action by the City Council, provided the Task Order is within the total authority of this Master Service Agreement. Amendments to this Master Service Agreement require City Council approval.

Services may include, but not be limited to:

A. Grading and Drainage Plans

B. Subdivision and Site Improvement Plans

C. Erosion Control Plans

D. Traffic Analysis

E. Feasibility Studies for Water, Sewer, and Drainage

F. Hydrology and Hydraulic reports

G. Soils and Geological Reports

H. Storm Water Control Plans

I. Storm Drainage

J. Tentative and Final Subdivision or Parcel Map

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K. Lot Line Adjustments

L. Easement and Right of Way Documents

M. Construction Cost Estimates

N. Shoreline Development Review

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.

1.2. Term of Agreement

A. This Agreement will conclude on June 30, 2027 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.

1.3. 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.

1.4. Compensation

CONTRACTOR shall be compensated, a total value not to exceed $325,000 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 not to exceed 5% or the current year's February change of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Francisco-Oakland-Hayward, CA index, whichever is lower, and must seek CITY's authorization for rate changes. 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

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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.

1.5. 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 in excess of $1,000.00, where prevailing wages are required by 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 City's Public Works 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 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. CONTRACTOR 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 CONTRACTOR shall pay federal Davis Bacon wages and comply with applicable federal requirements.

B. 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.

C. CONTRACTOR, where applicable, 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.

1.6. 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. **Patent Rights, Copyright, Trade Secrets:** CONTRACTOR 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.

C. **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 artd will survive termination of this Agreement.

D. **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

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Systems. Notwithstanding the foregoing, CONTRACTOR's obligations for any payments to such claimant shall be limited to those payments which CITY may be.

E. **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.

F. **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.

G. **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 al I 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

1.7. 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.

1.8. 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

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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.

1.9. 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.

1.10. 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 based on a final invoice from the CONTRACTOR.

1.11. 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 I 101, 1102and1102.1; 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.

1.12. 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

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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. § l8700(a) (2))

1.13. 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.

1.14. 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.

1.15. 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.

1.16. 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

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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.

1.17. 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.

1.18. 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.

1.19. 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.

1.20. 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.

1.21. 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: Stacy Hofacre

Senior Management Analyst

shofacre@ci.benicia.ca.us

To Contractor: Todd Bailey

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President

(925) 866-2633

1.22. 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.

1.23. 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.

2. Insurance Requirements

2.1. INSURANCE REQUIREMENTS

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated July 1, 2025, by and between TRB and Associates, Inc., hereinafter referred to as "Contractor", and the City of Benicia, hereinafter referred to as "City", providing for professional services.

2.2. 1. Contractor's Duty to Show Proof of Insurance

Contractor, 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 Contractor's acts, errors, or omissions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Contractor shall not perform any work under this Agreement until Contractor 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, Contractor 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, Contractor 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.

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Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or City as an additional insured.

2.3. 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 Contractor'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. Contractor 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.

2.4. 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.

2.5. Workers' Compensation Insurance

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

2.6. 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.

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2.7. 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.

2.8. Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Contractor, at Contractor'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.

2.9. Insurance terms and conditions:

3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Contractor shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Contractor 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. Contractor 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 Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor 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 Contractor is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Contractor'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 Contractor's insurance and shall not contribute with it.

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3.5 Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Contractor 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 Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor. City, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Contractor 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 Contractor 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 Contractor and its Subcontractors shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Contractor's fees under this Agreement (and the fee of its Subcontractors under Subcontractor agreements) shall be reduced by the amount of insurance premiums that may be avoided by Contractor and its Subcontractors 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 Contractor's and Subcontractors policies. Construction Manager and its Subcontractors shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

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

"TRB and Associates, Inc." By: Signed by: Todd Bailey 075F0172DECE462... 6/19/2025

Todd Bailey

Its: President

"City" By: _____

Its: _____

"Department" By: _____

Its: _____

"City Attorney" By: _____

Its: City Attorney

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Exhibits List

A - Scope of Work

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Exhibit A

Scope of Work

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May 12, 2025

Proposal to provide to the

City of Benicia

ON CALL DEVELOPMENT ENGINEERING - PROFESSIONAL SERVICES

[RFP# 25-070]

CONTACT
Todd Bailey, PE, LEED AP, CASp, MBA
Principal-in-Charge
925.866.2633
tbailey@trbplus.com

OFFICE LOCATIONS
San Ramon
Sacramento
Burlingame
Santa Clara
Long Beach
Las Vegas

TRB + Associates

www.trbplus.com

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May 12, 2025

Rachel O'Shea, Deputy Community Development Director | Building Official
City of Benicia | 250 East L Street | Benicia, CA 94510

SUBJECT: TRB and Associates Proposal to Provide On-Call Development Engineering - Professional Services

Dear Ms. O'Shea:

TRB and Associates, Inc. (TRB) is pleased to submit this Proposal to Provide On Call Engineering Services for your consideration. We have reviewed the contents of the City's RFP and are prepared to provide the requested scope of services. We look forward to the opportunity to build on our over 18-year work partnership with the City of Benicia Building and Safety Division providing On-Call Building Safety and Engineering Professional Services.

For this engagement, **Todd Bailey, P.E., CASp, LEED AP, and MBA** will continue to serve as the **Project Manager** responsible for ensuring timely delivery of quality support services. To confirm, Todd will be managing all services provided to the City from TRB's San Ramon office. Of note, Todd has over 18 years of personal experience providing Building and Safety support services to the City of Benicia. The balance of our proposed key staff is identified within our proposal response.

TRB provides Plan Review, Inspection, Delegate Chief Building Official, and CASp services to municipal building and public works departments throughout California. Our corporation, which comprises over 75 team members, was established in 2006 and has been a growing business since its founding. We specialize and serve exclusively in the code compliance role. We would like to highlight the following about the company:

- Our firm is engaged to provide as-needed Building Department and related services to over 75 municipalities in Northern California: including the City of Benicia. As a result, our team is very familiar with the many region-specific considerations that need to be considered when evaluating code compliance including flood zone, seismic design, wind exposure, soil/liquefaction, wildland urban interface, and landslide criteria.
- As a value-added service, Paul Armstrong will be available to provide code training to City staff and all invited guests on the California Building Codes Standards if desired by the City.
- The staff of TRB includes licensed Civil, Structural, Mechanical, Fire Protection, and Electrical Engineers; Architects; and ICC, CASp, LEED®, and SAP certified individuals who have an average 25 years of experience in the architecture-engineering-construction industry.
- Our staff are active in industry organizations such as ICC, CALBO, CBOAC, ASCE, and SEAOC. Of note, TRB+'s roster includes three ICC Chapter Presidents and a CBOAC Board Member.
- Our firm was recognized as Industry Member of the Year by the County Building Officials Association of California (CBOAC) in 2019.
- We have a strong track record of producing quality results and meeting turnaround goals, and a track record to which our clients will attest.

Our firm looks forward to the opportunity to continue to assist the City of Benicia as a Building Safety and Engineering Services provider and is prepared to enter into an agreement with the City immediately. In the documentation provided, you will find background information on the company, our building & fire life safety service offerings, representative project experience, professional references, and a fee schedule for your review. To confirm, proposed prices shall be in effect for one hundred twenty (120) days from the date of Price Proposal submission. If you have questions or need further information, please do not hesitate to contact **Todd Bailey** by phone at **(925) 866-2633** or by email at tbailey@trbplus.com. To confirm, I am authorized to bind the firm contractually. We look forward to hearing your feedback soon.

Sincerely,

TRB + ASSOCIATES, INC.

Todd Bailey, P.E., LEED AP, CASp, MBA
ICC Certified Building Plans Examiner + Combination Commercial Inspector | Principal & Project Manager
President & Secretary

ICC PREFERRED EDUCATION PROVIDER

Corporate Office
3180 Crow Canyon Place, Ste 216
San Ramon, CA 94583
Tel: 925.866.2633

Silicon Valley Office
1265 El Camino Real, Ste 209
Santa Clara, CA 95050
Tel: 408.642.1068

Burlingame Office
433 Airport Blvd, Ste 209
Burlingame, CA 94010
Tel: 925.866.2633

Sacramento Office
3841 N. Freeway Blvd, Ste 209
Sacramento, CA 95834
Tel: 916.384.0900

Southern California Office
4182 N Viking Way, Ste 213
Long Beach, CA 90808
Tel: 562.566.4144

Las Vegas Office
5955 Edmond Street, 1F
Las Vegas, NV 89118
Tel: 702.760.5881

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Company Overview

TRB and Associates, Inc. (TRB) is a California-based building and fire life safety services Corporation with offices in San Ramon, Sacramento, Burlingame, Santa Clara, Long Beach, and Las Vegas. Our firm provides Plan Review, Inspection, Building Department Administration, Delegate Chief Building Official, Disabled Access (CASp) Consulting services to public agencies throughout California.

TRB was established in 2006 and has been a growing business since its founding. The firm is owned by its Principal-in-Charge Todd Bailey, PE, LEED AP, CASp, MBA who has 30 years of experience working in the Building Safety field in California. Our over 75 team members have an average of 25 years of experience in the Architecture-Engineering-Construction industry, encompassing building safety and related services across a full range of code disciplines.

Range of Services

- ✓ Building and Fire Plan Review
- ✓ Building and Fire Inspection
- ✓ Building Department Administration
- ✓ Code Enforcement Inspection
- ✓ Consulting Chief Building Official
- ✓ Disabled Access (CASp) Consulting
- ✓ Building Standards Codes Training
- ✓ Civil & Planning Plan Review and Inspection

Capacity and Resources

TRB has extensive resources and a large pool of licensed engineers and certified building safety experts, equipped to handle a wide range of building department needs. The majority of our services are delivered on an as-needed, ongoing basis. Having a large pool of resources allows us to accommodate existing and future workload effectively. To confirm, we do not have any current or anticipated engagements which would affect our ability to staff for this assignment - we are committed to supporting the City of Manteca and have resources available for the anticipated needs noted in the City RFP.

Qualifications and Technical Capabilities

TRB team members possess multiple certifications and registrations to assure compliance with all requirements mandated by the State and local jurisdiction ordinances. Our team comprises of individuals who are either engineers or architects licensed in the State of California, or who possess ICC certifications in their respective disciplines. Of note, our team includes 8 licensed Structural Engineers. In addition, our staff includes 4 LEED® Accredited Professionals and 6 CASp certified individuals. Most of our staff possesses a combination of these industry-recognized credentials. Information on the qualifications of our proposed personnel and an Organizational Chart is provided in later Sections of our Proposal.

Our staff members are regular instructors and attendees at construction code and standards training offered through the local ICC Chapters, CALBO, CBOAC, SEAOC, AISC, ASCE, NFPA and other building industry organizations. In addition, several of our staff members are current or past board members with industry organizations and as such, are aware of many aspects of the development of relevant construction codes. Staff experience encompasses a full range of construction types and occupancies including the following:

- ✓ ADUs and JADUs
- ✓ Photovoltaic Systems
- ✓ Assembly Occupancies
- ✓ Commercial Tenant Improvements
- ✓ Detention Facilities
- ✓ Distribution Centers
- ✓ Hotels
- ✓ Industrial/Storage Warehouses
- ✓ Manufacturing Facilities
- ✓ Medical Office Buildings
- ✓ REACH Code Projects
- ✓ Battery Energy Storage Systems
- ✓ Mixed-Use Projects
- ✓ Multi-Family Dwellings
- ✓ Office Buildings
- ✓ Parking Structures
- ✓ Power Plant Facilities
- ✓ Recreation/Gymnasium Facilities
- ✓ Restaurants
- ✓ Logistics Centers
- ✓ Gas Stations
- ✓ Cannabis Facilities
- ✓ Hazardous Chemical Facilities
- ✓ High Rise Buildings
- ✓ Hospitals
- ✓ Retail Centers
- ✓ Schools
- ✓ Single Family Dwellings
- ✓ Sports Arenas
- ✓ Theaters

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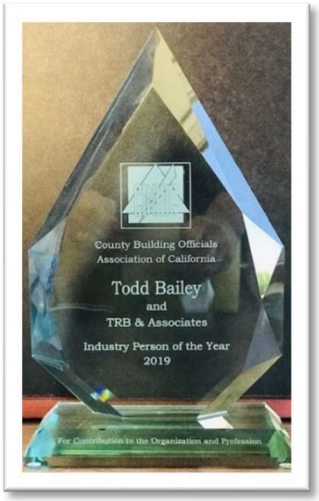
Customer Service Philosophy

TRB's customer service philosophy is simple; provide consistent quality services and represent our clients to the best of our ability. The achievement of the City's goals is at the heart of the services we provide. We have been able to consistently meet our clients' goals by implementing the following principles:

- ✓ Garnering a problem-solving attitude
- ✓ Gaining awareness of the issues that affect the community
- ✓ Applying the right expertise in a responsive manner

What you can Expect from Us



Experience

- Comprehensive understanding of the California Building Standards Codes
- Average 25 years' experience

Quality Work

- High technical competence and solutions oriented
- Balanced approach to application of adopted Codes & Standards

Responsiveness

- Close proximity to City Offices
- Staff available on 24/48-hour notice
- Critical-path awareness
- Effective workflow policies and procedures
- Emergency Response Ready

Teamwork

- Consider us your Partner – We work with you

What Sets Us Apart

TRB has a strong track record of production quality results, meeting turnaround goals and client satisfaction. Ask our clients:

> *"TRB has performed Plan-Check services for [our City] for many years now. They review 75% of all my external plan reviews, I can honestly say their services are excellent. I have used several companies over the last 23 years, TRB has outperformed them all. TRB remains responsive and in control, they meet with me and our clients when requested and constantly put in the extra effort to ensure positive outcome."* - California Municipal Chief Building Official

Our Commitment

In our firm's nearly 20 years in business, we have assembled a team of professionals that have been committed to the success of our clients. As the organization continues to grow, we have maintained our core belief in providing a welcoming environment, training, and promotional opportunities, and providing the best service possible to our clients. With TRB, the City of Benicia will continue to receive an experienced team who understands the needs of public agencies and takes pride in delivering outstanding service. Consider us your partner, and as such we are always on call and always available for everything from simple brainstorming sessions to representing you during meetings with stakeholders.

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Subconsultants

TRB will be teaming up with two subcontractor firms for this project: **Provost & Pritchard Consulting Group** and **TERP Consulting**. TRB has excellent working relationships with both subconsultant firms, and we have teamed with each successfully on municipal support assignments.

Provost and Pritchard Consulting Group (P&P) will be prepared to provide civil engineering support services on the project. TRB is currently teaming with the firm to provide grading plan reviews for the RELATED Santa Clara Project. P&P has been providing engineering services for over 50 years and possesses over 200 employees throughout California.

KEY PROJECT MEMBERS: Michael Osborn, PE, LEED AP; Brayden Lovik, PE

TERP Consulting will be prepared to provide fire protection engineering and plan review support on the project. TRB has teamed with TERP Consulting on many large-scale projects including the $1.5 billion UC Davis Health Aggie Square and RELATED Santa Clara projects. TRB's work history with TERP spans over 10 years. The firm has extensive experience in fire protection engineering including fire protection systems, master egress systems, fire hazards analysis, and smoke control systems assessments on large-scale construction projects.

KEY PROJECT MEMBERS: Jim Begley FPE, CFM, LEED AP; Bryan Douglass, FPE

TRB and Associates Office Locations:

CORPORATE OFFICE
3180 Crow Canyon Place, #216
San Ramon, CA 94583
Phone: (925) 866-2633

SOUTHERN CALIFORNIA OFFICE
4182 N. Viking Way #204
Long Beach, CA 90808
Phone: (562) 566-4144

SILICON VALLEY OFFICE
1265 El Camino Real, 209
Santa Clara, CA 95050
Phone: (408) 642-1068

BURLINGAME OFFICE
433 Airport Blvd, #209
Burlingame, CA 94010
Phone: (925) 866-2633

SACRAMENTO OFFICE
3841 N. Freeway Blvd, #136
Sacramento, CA 95834
Phone: (916) 384-0900

LAS VEGAS OFFICE
5955 Edmond Street, 1F
Las Vegas, NV 89118
Phone: (702) 760-5881

Subcontractor Office Locations

Provost and Pritchard
455 W Fir Avenue, Clovis, CA 93611
Phone: (559) 449-2700
Brayden Lovik, PE, Sr. Engineer
BLovik@ppeng.com

TERP Consulting
6080 Center Drive, Suite 646 | Los Angeles, CA 90045
Phone: (213) 459-5781
James Begley, PE, FSPE, CFM
jbegley@terpconsulting.com

Proposal Contact Information

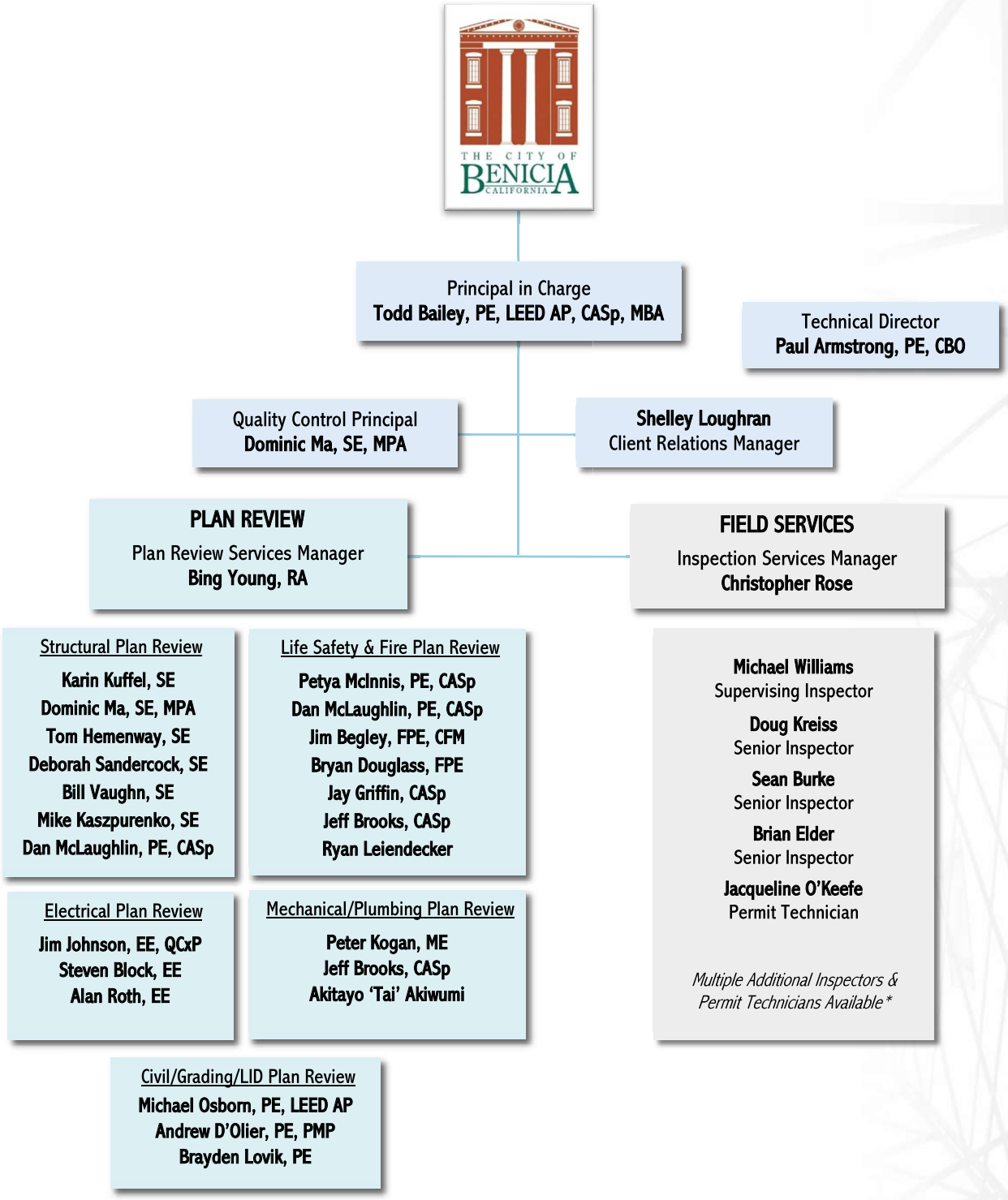
All correspondence and questions related to this proposal may be directed to our Principal-in-Charge and designated Project Manager, Todd Bailey, via email, fax, telephone, or direct mail. Our project manager and other TRB staff are readily available to meet with applicants and City staff in-person at City Hall or virtually upon request.

Todd Bailey, PE, LEED AP, CASp, MBA
Principal & Project Manager
T (925) 866-2633
F (925) 790-0011
tbailey@trbplus.com

Corporate | Project Office Location
TRB and Associates, Inc.
3180 Crow Canyon Place
Suite 216
San Ramon, CA 94583

Project Organization Chart

The following **Organizational Chart** identify those individuals who may be assigned to this project. Please note that full **Resumes** for each listed individual listing project experience, licenses & certifications, and work history are included in the Resumes section of this proposal.



* Please note that information on additional staff members is available upon request.

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Description of Responsibilities of Key Personnel

Mindful of the potential complexity of projects in the City of Benicia, TRB has assembled a team with exceptional qualifications and attentiveness to quality and schedule. Our proposed team is comprised of senior-level professionals who have worked together across many projects and who possess extensive municipal support experience. We are pleased to be able to present a team with this combination of interpersonal familiarity and extensive industry experience.

PROJECT LEADERSHIP

Todd Bailey, PE, LEED AP, CASp, MBA, our company Principal and Founder, is prepared to continue to serve in the role of **Project Manager**. Todd has over 25 years of experience in the industry which includes serving as a Delegate Chief Building Official/Project Principal on over 20 large-scale fast-track design build projects in California having a combined valuation of over $30 billion. Of note, Todd's experience includes overseeing support services provided on the $9 billion RELATED Santa Clara project. Todd will work closely with our team to ensure that project goals are met and that findings are communicated in a timely and clear manner.

PLAN REVIEW TEAM LEADERSHIP

Our plan review group is led by our **Plan Review Services Manager**, **Bing Young, RA**. Bing possesses extensive experience in plan review on both residential and commercial projects and includes more than 25 years of professional experience in production, project management, construction management, energy, and accessibility analysis.

Senior Plan Review Engineer, Dan McLaughlin, PE, CASp will be available to serve as a senior plan review engineer on this assignment. Dan is a registered Civil Engineer, certified CASp, and ICC Certified Plans Examiner. Dan has been with TRB for over 10 years, specializing in plan review coordination with extensive experience on both complex commercial and residential project types.

Senior Plan Review Engineer, Petya McInnis, PE, CASp has over 24 years of experience in engineering and construction, has expertise in design, plan review, and inspection across residential, commercial, and industrial projects. Formerly a Plan Check Engineer for the City of Fairfield, she ensured code compliance, provided technical supervision, and supported Building Inspectors and Officials with code research. Petya's proactive approach has led to effective solutions, process improvements, and policy changes.

Dominic Ma, SE, MPA serves as our **Quality Control Principal**, responsible for ensuring the technical accuracy of all work performed. Dominic has more than 30 years of experience in reviewing building plans and specifications submitted for building permit applications to assure compliance with adopted building codes and reference standards.

INSPECTION AND FIELD SERVICES TEAM LEADERSHIP

Christopher Rose serves as our **Inspection and Field Services Manager**. Chris has over 20 years of inspection, plan review and administration experience serving in both public and private sector roles on a variety of projects. His experience includes serving as Building Manager for Sonoma County and coordinating document control tasks for the Apple World Headquarters project in Cupertino.

TECHNICAL DIRECTOR & INSTRUCTOR

Our **Technical Director - Paul Armstrong, PE, and CBO - is** available to provide expert code interpretation support and code instruction. With more than 30 years of building safety management experience, Paul teaches regularly for California Building Officials (CALBO). As a Chief Building Official, he managed building plan review, counter assistance, and inspection for numerous California agencies. His previous experience at International Code Council (ICC) included leading the Architectural and Engineering Services Department, International Conference of Building Officials (ICBO) Technical Services Department.

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Team Members - Experience Matrix

The following matrix lists our proposed personnel with their license and certification information. Please note that full Resumes for each is included in the Resume Section of our proposal.

NAME	ROLE	YEARS OF RELEVANT EXPERIENCE	QUALIFICATIONS & LICENSES
PROJECT LEADERSHIP			
Todd Bailey, PE, CASp, MBA, LEED	Principal-In-Charge	27	Registered Civil Engineer – California, Hawaii ICC Building Plans Examiner ICC Commercial Combination Inspector LEED Accredited Professional DSA Certified Accessibility Specialist (CASp)
Dominic Ma, SE, MPA	Quality Control Principal	30	Registered Structural Engineer – California Registered Civil Engineer – California ICC Building Plans Examiner
Bing Young, RA	Plan Review Services Manager	25	Registered Architect – California
Christopher Rose	Inspection Services Manager	20	ICC California Commercial Building Inspector ICC Commercial Building Inspector ICC Residential Building Inspector ICC California Residential Building Inspector ICC Residential Plans Examiner
Shelley Loughran	Client Relations Manager	25	FEMA Incident Command System, National Response Network
Paul Armstrong, PE, CBO	Technical Director	30	Registered Civil Engineer – California ICC Certified Building Official
PLAN REVIEW			
Structural & Civil			
Karin Kuffel, SE	Sr. Plan Review Engineer	25	Registered Structural Engineer – California Registered Civil Engineer – California
Tom Hemenway, SE	Sr. Plan Review Engineer	30	Registered Structural Engineer – California Registered Civil Engineer – California
Bill Vaughn, SE	Sr. Plan Review Engineer	30	Registered Structural Engineer – California Registered Civil Engineer – California
Deborah Sandercock, SE, CASp	Sr. Plan Review Engineer	25	Registered Structural Engineer – California Registered Civil Engineer – California DSA Certified Accessibility Specialist (CASp)
Mike Kaszpurenko, SE	Sr. Plan Review Engineer	30	Registered Structural Engineer – California Registered Civil Engineer – California
Life Safety and Fire			
Dan McLaughlin, PE, CASp	Senior Plan Review Engineer	10	Registered Civil Engineer – California ICC Building Plans Examiner DSA Certified Accessibility Specialist (CASp)
Petya McInnis, PE, CASp	Senior Plan Review Engineer	22	Registered Civil Engineer – California DSA Certified Access Specialist (CASp) ICC Building Plans Examiner
Jim Begley, CFM, FPE, LEED AP	Fire Protection Engineer	25	Licensed Fire Protection Engineer – California LEED Accredited Professional ICC Certified Fire Marshal ICC Certified Fire Plans Examiner & Fire Inspector
Bryan Douglass, FPE	Fire Protection Engineer	15	Licensed Fire Protection Engineer – California

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NAME	ROLE	YEARS OF RELEVANT EXPERIENCE	QUALIFICATIONS & LICENSES
Jay Griffin, CASp	Sr. Plans Examiner	40	DSA Certified Accessibility Specialist (CASp)
Jeff Brooks, CASp	Sr. Plans Examiner	25	DSA Certified Accessibility Specialist (CASp) ICC CA Commercial Plumbing ICC CA Commercial Mechanical
Ryan Leiendecker	Sr. Plans Examiner	14	ICC Certified Building Official ICC Certified Fire Marshall ICC Building Plans Examiner ICC Building Code Specialist ICC Residential Energy Inspector/Plans Examiner ICC Commercial Energy Plans Examiner ICC Residential Plans Examiner ICC Plumbing Plans Examiner ICC Commercial Building Inspector ICC Residential Building Inspector
Electrical			
James Johnson, EE, QCxP	Sr. Plan Review Engineer	30	Registered Electrical Engineer – Hawaii ICC Certified Electrical Plans Examiner Qualified Commissioning Services Provider(QCxP) Construction Quality Control Reviewer (CQCR)
Steven Block, EE	Sr. Plan Review Engineer	30	Registered Electrical Engineer – California, Nevada, Arizona, Hawaii
Alan Roth, EE	Sr. Plan Review Engineer	30	Registered Electrical Engineer – California
Mechanical / Plumbing			
Aaron Collins, ME, QCxP	Sr. Plan Review Engineer	10	Registered Mechanical Engineer – California Qualified Commissioning Services Provider(QCxP)
Peter Kogan, ME, LEED AP	Sr. Plan Review Engineer	30	Registered Mechanical Engineer – California Certified Energy Manager (CEM), California LEED Accredited Professional
Akitayo 'Tai' Akiwumi	Sr. Plans Examiner	20	ICC Building Plans Examiner ICC Building Inspector ICC Plumbing Inspector
Civil / Grading / LID			
Michael Osborn, PE, LEED AP	Senior Engineer	20	Registered Civil Engineer – California LEED Accredited Professional
Andrew D'Olier, PE, PMP	Associate Engineer	6	Registered Civil Engineer – California Project Management Professional (PMP)
Brayden Lovik, PE	Senior Engineer	15	Registered Civil Engineer – California
INSPECTION AND FIELD SERVICES			
Michael Williams	Supervising Inspector	15	ICC Combination Inspector
Doug Kreiss	Sr. Building Inspector	20	Multiple ICC Credentials
Sean Burke	Sr. Building Inspector	25	Multiple ICC Credentials
Brian Elder	Sr. Building Inspector	20	ICC Building Inspector, IAPMO Plumbing and Mechanical Inspector
Jacqui O'Keefe	Sr. Permit Technician	10	ICC Building Plans Examiner

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Project Understanding & Approach

TRB would like to confirm its intent to provide services in accordance with the Scope of Work identified in the City of Benicia's Request for Proposal (RFP) document. In brief, it is our understanding that the City is seeking qualified consultants to assist with as-**needed On-Call Development Engineering Professional Services** on a range of project types. It is understood that plan review tasks would comprise reviewing projects for adherence to the City's latest adopted Municipal Codes and Title 24 California Building Standards Codes covering structural, fire prevention, life safety, disabled access, energy conservation, green building, plumbing, mechanical, and electrical provisions.

TRB has reviewed the Scope of Services as outlined in the City's RFP and is prepared to continue to provide On-Call Development Engineering – Professional Services including:

- ✓ Grading and Drainage Plans
- ✓ Subdivision and Site Improvement Plans
- ✓ Erosion Control Plans
- ✓ Traffic Analysis
- ✓ Feasibility Studies for Water, Sewer, and Drainage
- ✓ Hydrology and Hydraulic reports
- ✓ Soils and Geological Reports
- ✓ Storm Water Control Plans
- ✓ Storm Drainage
- ✓ Tentative and Final Subdivision or Parcel Map
- ✓ Lot Line Adjustments
- ✓ Easement and Right of Way Documents
- ✓ Construction Cost Estimates
- ✓ Shoreline Development Review

TRB would like to confirm that it has staff appropriately certified to provide the requested scope of services. Also to confirm, all work will adhere to industry standards as determined by the California Code of Regulations, Title 24, and the City of Benicia Municipal Code (BMC). The following reflects our proposed work plan for providing the requested scope of services.

Project Approach Overview

Our approach to this engagement is centered on utilizing experienced staff and fostering open communication between our firm and the City. On an ongoing basis, our Project Manager, **Todd Bailey PE, CASp, LEED AP**, will maintain regular communication with City staff to ensure that we are kept informed of current code interpretations and policies, and to enhance our ability to quickly respond to any issues that may arise during permit counter, document review, and/or inspection activities.

We value the importance of the City's projects and are committed to meeting all project service delivery deadlines. We will diligently document and report all plan review findings, tracking information, and other reports, as required by the City.

Throughout this engagement, our key team members will be available to meet with City staff either via phone or in person to address questions that may come up during the course of a project. Our firm is committed to responding to all inquiries within 1 business day. We encourage discussions via in-person meeting, telecon, and/or WebEx/Zoom or similar formats as agreeable and necessary to achieve the most expeditious results.

Quality Control Assurance

Quality and on-time service are of paramount importance to us. Though we employ only experienced plan reviewers and expect their work to be of a high standard, we have instituted a quality control policy to ensure that this standard is maintained. At the core of our quality control approach is having a "two sets of eyes" policy in place. All work performed by staff is reviewed for quality control by senior members of our team. Our Project Manager and Quality Control Principal, **Dominic Ma SE**, hold primary responsibility for ensuring accuracy and consistency (QA/QC) in the application of adopted codes and standards for any City assignments.

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Building Code Instruction

As an additional service, TRB is prepared to provide Building Code Instruction support to the City in either classroom or field-type settings on a range of technical subjects. **Paul Armstrong PE** is an award-winning California Building Standards Codes instructor whose accolades include being named CALBO Instructor of the Year. Paul is currently providing extensive training on the California Building and Residential Codes to TRB clients, local ICC Chapters, and CALBO Education Week attendees. Paul will be available to provide tailored training for the City and its invited guests upon request.

ICC PREFERRED EDUCATION PROVIDER

Project Workplan

Project Initialization, Scheduling & Management

From our prior experience supporting municipal building departments and divisions, we know that developing a comprehensive understanding of project construction documents and supporting the timely execution of project schedules is of critical importance. To confirm, for any plan review, inspection, or permit technician assignment, TRB members will possess a thorough understanding of all applicable project documents and processes and will be committed to supporting the City with its specific project schedule needs.

Preliminary Meetings and Project Administration

Shortly after the project award, we are prepared to meet to verify project expectations, deliverables, scheduling, and logistical considerations. Our Project Manager will coordinate with our Plan Review and Inspection Services Managers, to allocate plan review, inspection, and permit technician resources appropriately. The Plan Review Manager will be responsible for oversight of all the plan review services provided, and our Inspection Services Manager will be responsible for monitoring and managing any staff augmentation activities. Regular communication between our Project Manager and the TRB team will be ongoing throughout this engagement to ensure alignment of staffing and schedule needs.

Project Communications

We understand that ongoing communication is essential to ensuring project success. We promote and endorse any tools which help enhance communications between all project participants. We have utilized regularly scheduled calls for instance as a means for TRB, designated project owner, constructor, designer representatives, and others to discuss project schedule and critical path, manpower needs, potential challenges, and other related matters. Having these types of communications allows teams to identify when additional support may be needed and how resources may be best allocated to accommodate the project schedule and critical path. Throughout this engagement, our team members will be available to attend meetings with City staff, as well as design, constructor, and owner teams as needed.

Workload Accommodation | Timeliness of Response

It is understood that there are often periods of time when the workload extends beyond what may be normally expected. We would like to highlight that our firm has a system in order to accommodate such peaks without compromising turnaround or quality. We have many qualified and experienced team members who we access to assist at times of high workload or emergency need. In the event of a local, regional, or national emergency or disaster, our assigned staff are ready and available to immediately respond to a disaster and help as needed.

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Civil Engineering / Grading Plan Review Scope & Approach

The TRB team is equipped to perform civil engineering plan review and construction inspection support to the City on an as-needed basis. TRB plan reviewers and inspectors will work with City staff to ensure that all work conforms to the project construction documents, Codes and Ordinances including Grading Code, APWA Standard Specifications, AWWA Standards, State and Federal (ADA) Building Codes related to site accessibility.

Our reviews consider all relevant project documentation including plans, specifications, calculations, and other related correspondence to verify conformance to adopted local codes, ordinances, regulations, and standards. To confirm, TRB is prepared to provide all requested support services as identified in the City's RFP document.

- Plan review subdivision maps, parcel maps, and improvement drawings.
- Provide engineering advice and recommendations to Planning, Building and Public Works divisions.
- Provide consultation regarding current development review to the Chief Building Official, Planning Manager and Engineer.
- Assist City staff with code interpretation and application of state and federal regulations.
- Fulfill all other tasks as identified in City RFP document.

Alternate Material and Methods

TRB recognizes that there are alternate materials and methods of construction that can be used to satisfy and comply with the provisions of the code. Our experience with the use of alternate materials, alternate design and methods of construction enhances our ability to solve specific issues that arise in design and construction.

Electronic Plan Review

To confirm, TRB is prepared to track and communicate all plan review comments and approvals through the City-designated electronic system OpenGov and BlueBeam Studio Session, or any future or anticipated electronic review platform. The staff of TRB has been leaders in the field of digital plan review and workflow management; as such, we have the experience and know-how to efficiently manage the review of electronic documents.

Online Plan Check Status and Records

As highlighted earlier, to facilitate access to plan review findings and status information, TRB is prepared to initiate its Project Website, ***Plan Track Plus®*** for use on this assignment. With our project website, all correspondence issued by our team can be posted and maintained for access by City and designated project stakeholder staff. Our postings can include plan review findings (i.e. approval/comment letters), plan review submittal status information, meeting notes, etc.; all of which may be updated on a daily basis. In addition, if so desired by the City, we can also accommodate incoming electronic document postings (i.e. electronic plans, calculations, RFI's, etc.).

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Plan Review Process

The following process represents an example plan review workflow. Please note that the plan review workflow utilized for the City will align with the City's specific workflow requirements and needs.

Step 1 - Preliminary Discussions:

Prior to beginning our initial plan review project, we are prepared to conduct a meeting or conference call with the City to discuss local code policies, documentation procedures, plan processing protocols, plan review checklist items, and scheduling.

Step 2 - Initial Review:

Upon receipt of a complete set of plan documents, we will perform our plan review in the agreed-upon timeframe, checking for compliance with all applicable code standards. All corrections are identified based on compliance with specified codes and regulations and worded so the designer will know what needs attention and how to respond to the issue stated. To confirm, we will adhere to the City's Plan Review Turnaround timeframes.

In general, plan review turnaround timeframe is ten (10) business days for initial reviews and five (5) business days for rechecks and revisions. Timeframes for large-size projects will be confirmed with City staff prior to proceeding with the review.

Step 3 - Transmittal of Plans and Comment Lists for Plan Review:

At the heart of our approach in delivering our services to you, is the recognition that there must be a coordinated effort to track and coordinate all submittals and requests received. To ensure that submittals are properly coordinated and tracked, TRB and Associates have established an internal plan review coordination process to ensure that each plan received for review is properly handled, processed, and returned on time. Our plan tracking procedures are computerized to track each submittal through the review process and maintain accurate and comprehensive records for each submittal. Upon completion of our review, any comments generated are consolidated into a correction letter in the City's preferred format which is remitted to the City for its reference.

Step 4 - Rechecks:

Upon receipt of the resubmittal package from the applicant, once we have verified that the resubmittal package is complete, we perform a recheck in the agreed-upon timeframe. This process is repeated until the project plan documents are ready to be recommended for approval.

Step 5 - Plan Approval:

When all review comments are satisfied, we will forward all relevant correspondence bearing our company's "Reviewed for Code Compliance" stamp (including plans, calculations, and specifications), along with a transmittal letter indicating our recommendation for project approval, and the project file to the City for processing.

Shipping and Delivery of Plans

TRB provides pre-printed overnight shipping labels and/or pickup services to facilitate the transport of any hardcopy plan submittals to our office. Please note that the pickup, shipment and delivery of plan documents and other relevant correspondence to the City are provided at no additional cost.

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Rapid Response Services

TRB is also prepared to provide Rapid Response support services to the City on an as-needed basis. TRB staff are prepared to work at the City's offices as an extension of City staff under the supervision of the Chief Building Official or their designee with the knowledge, skills, and abilities to perform the following requisite functions.

- TRB will provide emergency response services as directed by the City. Working with local governments to fast-track permits for critical projects, ensuring that necessary development can occur without bureaucratic delays. Rapid response includes planning and coordination in the aftermath of natural disasters or crises, focusing on rebuilding communities with resilience. Key tasks may include expedited review and processing of construction permits. Contractor will be expected to be available within 24 to 48 hours to begin rebuilding related work.

Construction Inspection Scope & Approach [Option]

TRB is prepared to perform inspection, referring to construction plans, structural plans, and material specifications for structures located within the City limits, upon 48-hour notice. Our inspectors are proficient at verifying project conformance to model code standards (Building, Electrical, Mechanical, Plumbing, Green Building and Energy & Accessibility), Grading, Stormwater, Drainage, MWELO and CFM provisions, as well as other locally adopted ordinances

TRB provides all labor and technical, administrative, professional, and other personnel; supplies, materials, equipment, and all other resources necessary to perform the specified work. TRB will use existing City forms or can develop correction sheets which meet with the approval of the City and shall maintain written lists of corrections needed to ensure conformance to codes and regulations.

Field Inspection Process

Our experienced team includes individuals with extensive field inspection experience on a range of project assignment types including municipality "Called Inspections," "Clerk of the Works," and "Inspector of Record" roles; our team can assist with a broad range of inspection responsibilities. Our scope of service areas includes infrastructure, residential, commercial, and industrial facilities, capital improvement projects, municipal agency services and infrastructure revitalization.

Our inspectors are careful to document all inspection activities, adhere to agency-adopted protocols, and follow field procedures and policies as dictated by the Building Official. TRB will maintain daily inspection records and all necessary documents on file for reference by the City. To confirm, TRB staff are available for applicant inquiries and/or conferences during normal City business hours.

Our inspectors are prepared to perform the following representative construction inspection tasks:

- Oversee Quality Assurance of the construction activities to verify conformance to plans and specifications.
- Document all work, contractor and subcontractor personnel and equipment, and field orders daily.
- Maintain onsite project log and as-built schedule report. Prepare daily reports of observations and activities.
- Maintain a daily inspection report containing a record of weather, contractors, work onsite, number of workers, work accomplished, problems encountered, solutions agreed upon, and other similar relevant data as directed by City.
- Monitor and report on applicable Erosion Control and SWPP provisions.

Our inspections can include those identified in the California Model Codes and which would be amended or modified as directed by the City:

- Foundation Inspection, Framing Inspection(s)
- Electrical, Mechanical, Plumbing systems inspection
- Lath and/or Gypsum Board Inspection
- Fire Code Inspection (if requested)
- Stormwater, Grading, Drainage
- Energy Efficiency Measures Inspections
- Green Building Inspection
- Fire Resistance Rated Construction Inspection
- Floodplain Inspection
- Civil Engineering elements as applicable

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Engineering Technician Services [Option]

TRB is also prepared to provide onsite Engineering Technician staffing to the City on an as-needed basis. TRB staff are prepared to work at the City's offices as an extension of City staff under the supervision of the Chief Building Official or their designee with the knowledge, skills, and abilities to perform the following requisite functions.

- Assist the public at the front counter or by phone regarding engineering, building, and planning permit requirements, application and permit fees, application filing procedures and processing, and permit status.
- Enter permit and related data into the City permit tracking system.
- Perform plan review and inspection on simple project types.
- Accept permit and related applications and collect fees. Screen plans and application materials for completeness and for conformance with City ordinances standards, policies, and guidelines.
- Review application materials for compliance with conditions of project approval; route plans to other City departments for review; approve and issue minor permits; research and respond to public inquiries.

Building Official, Permit Technician, Certified Floodplain Manager, CASp, and Specialty Services including Code Enforcement [Options]

TRB is also prepared to provide the above-referenced optional support services to the City on an as-needed basis. TRB staff are prepared to work at the City's offices as an extension of City staff under the supervision of the Chief Building Official or their designee with the knowledge, skills, and abilities to perform the following requisite functions.

Building Official Support Services [Option]

- TRB will provide an experienced ICC Certified Building Official to assist the Building Official as needed. The Building Official will have a minimum of five years of experience in a public agency with development, administration, interpretation, application and enforcement of the codes. They will have a thorough knowledge of customer service, develop and maintain effective relationships with all client groups, and be able to effectively communicate with contractors, homeowners, subordinates, superiors, news media, elected officials, and civic organizations.

Permit Technician Services [Option]

- Assist the public at the front counter or by phone regarding building, planning, and engineering permit requirements, application and permit fees, application filing procedures and processing, and permit status.
- Enter permit and related data into the City permit tracking system.
- Accept permit and related applications and collect fees. Screen plans and application materials for completeness and for conformance with City ordinances standards, policies, and guidelines.
- Review application materials for compliance with conditions of project approval; route plans to other City departments for review; approve and issue minor permits; research and respond to public inquiries.

Certified Floodplain Manager (CFM) [Option]

- TRB is prepared to provide a Certified Floodplain Manager to provide technical and administrative support to the City. We understand that we may be asked to coordinate public engagement, prepare analysis, reports and presentations, and provide related technical support as needed.

Disabled Access (CASp) Services [Option]

- TRB offers Certified Accessibility Specialist (CASp) Consulting Services to assist agencies with the compliance requirements of State of California Senate Bill 1608 (Corbett).

Specialty Services [Option]

- TRB will provide professional services for ongoing work or projects such as but not limited to those related to Code Enforcement and Fire review. We understand that we may be asked to coordinate public engagement, prepare analysis, reports and presentations, and provide related technical support as needed.

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Integration with Other Systems, Travel and Training, Bid Procedures and Selection, and Staffing Expectations

Integration with Other Systems

- OpenGov Permitting and Licensing: TRB will work and input plan review corrections in the OpenGov permitting software during the plan review process.
- Bluebeam Integration: Plan Reviews will be done in BlueBeam Studio Session, a cloud-hosted PDF-based markup and collaboration platform. The Respondent will need the ability to complete reviews and redline plans as required within the BlueBeam collaboration session.

Travel and Training

To confirm, TRB acknowledges the following:

- TRB will solely cover the costs for all travel time and mileage to arrive at the Benicia City Hall;
- TRB will coordinate training for TRB's employees and assigned personnel, and ensure that our employees and assigned personnel maintain all training certifications as required by the State Regulation and local ordinances and/or amendments to State codes; and
- TRB agrees that it will not charge City for training, time in training, or any expenses related to training.

Bid Procedures and Selection

We understand that City staff will provide a scope of work via email to one or more contracted firms, who will be asked to submit bids (inclusive of work tasks, personnel, and cost proposal) electronically within five (5) to fifteen (15) working days, depending on the nature of the project. Selection of a consultant for any given project or task will consider multiple factors, including but not limited to skills and expertise, unique staff qualifications, similar project experience, project approach, and cost. Consultant shall not commence work until written authorization is received from the City of Benicia in the form of an executed work order.

Staffing Expectations

TRB confirms that staff proposed in this response will be available to provide the requested services. Additional staffing information and resumes will be provided as needed and/or as part of a project bid by submitting the information to the Community Development Department.

Level of Effort Statement

To confirm, TRB is prepared to provide all requested services on short notice (48-hours or less). Fixed Fee and Hourly Rates, and Reimbursables by scope of work and personnel classification are provided in the accompanying **Pricing Proposal** Section of our proposal.

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References

TRB understands the importance of maintaining a high level of quality and customer service when supporting the City of Benicia with plan review, building inspection, permitting and other Building Safety and Public Works support activities. We encourage you to contact the following references to provide testimony of our performance of work. Please note that additional references are available upon request.

Please also note that additional References and highlighted **Project Experience** in the areas of service requested is included in **Section 11** of our proposal.

City of Concord

Contact: Ryan Pursley, PE | Chief Building Official
1950 Parkside Drive, Concord, CA 94519
Email: ryan.pursley@ci.concord.ca.us
Phone: (925) 671-3119
Contract dates of service: 2008 – present [17 years]

Services Provided: Onsite Building Official, Plan Review, Permit Technician, and Building & Multifamily Inspections

City of Los Altos

Contact: Veronica Tinoco, CBO | Chief Building Official
One North San Antonio Road, Los Altos, CA 94022
Email: Veronica.Tinoco@ci.los-altos.ca.us
Phone: (650) 947-2634
Dates of service: 2008 – present [17 years]

Services Provided: Plan Review, Permit Technician, and Building Inspection Support

City of San Leandro

Contact: Tom Liao | Community Development Director
835 E 14th St, San Leandro, CA 94577
Email: tliao@sanleandro.org
Phone: (510) 577-6003
Contract dates of service: 2014 – present [11 years]

Services Provided: Plan Review, Inspection, Disabled Access Field Assessments, and Related Services

City of Redwood City

Contact: Christina McTaggart, CBO | Chief Building Official | Community Development Services Manager
1017 Middlefield Road, Redwood City, CA 94063
Email: cmctaggart@redwoodcity.org
Phone: (650) 780-7228
Dates of service: 2017– present [8 years]

Services Provided: Plan Review, Building Inspection, and Permit Technician Support

City of Santa Clara

Contact: David Tran, SE | Assistant Building Official
1500 Warburton Avenue, Santa Clara, CA 95050
Email: DTran@SantaClaraCA.gov
Phone: (408) 615-2440
Contract dates of service: 2015 – present [9 years]

Services Provided: Plan Review, Permit Technician, and Building Inspection Support

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Todd Bailey, PE, LEED AP, CASp, MBA | Principal-In-Charge | Project Manager

Education

- Master of Business Administration, *Walter Haas School of Business* University of California Berkeley
- Bachelor of Science, Civil Engineering, *Cum laude* University of California Davis

Registration

- Registered Civil Engineer California (#C-56425) Hawaii (#11647)
- ICC Certified Building Plans Examiner
- ICC Certified Commercial Building Inspector
- ICC Certified Commercial Electrical Inspector
- ICC Certified Commercial Plumbing Inspector
- ICC Certified Commercial Mechanical Inspector
- LEED Accredited Professional
- Certified Accessibility Specialist (CASp-229)
- SAP Certified

Professional Affiliations

- ICC East Bay Chapter Past President
- International Code Council

Other

Delegate Chief Building Official for the California Energy Commission – Power Plant Facilities

Todd Bailey is a registered professional engineer with nearly thirty years of experience in the Architecture / Engineering / Construction industry encompassing building code interpretation, plan review, project management, engineering design, permit center administration, and litigation support. He has extensive experience working with architects, engineers, contractors, building departments and other regulatory authorities to ensure compliance to adopted Building Code Standards and local ordinances.

Todd has provided Building Safety services to over 100 jurisdictions as a consultant and spent three years with the City of Concord performing architectural, structural, energy conservation and disabled access plan reviews for residential, commercial, and industrial structures. Todd is also approved as a Delegate Chief Building Official for the California Energy Commission responsible for verifying new power project conformance to engineering construction codes on behalf of the Commission.

Select Project Experience

Building Safety Plan Review

- RELATED Santa Clara, $9 billion valuation, Santa Clara, CA
- Santa Clara Square Apartments and Parking Structures, Santa Clara, CA
- UC Davis Health Aggie Square Project, Sacramento, CA
- UC Davis Health Midtown Medical Office and Clinic [OSHPD-3], Sacramento, CA
- Los Altos Gardens Project, Los Altos, CA
- UC Berkeley Helen Diller Anchor House Project, Berkeley, CA
- Packard Foundation Project, Los Altos, CA
- Sacramento Convention Center Project, Sacramento, CA
- NASA Moffett Federal Airfield, Historic Building Project, Mountain View, CA
- War Memorial Community Center, Daly City, CA
- Concrete Tilt-Up Shell Building (60,000 sf), Concord, CA
- New Medical Research Facility (44,000 sf.), Walnut Creek, CA
- Major Office Remodel (Three 40,000 s.f. buildings), Pleasant Hill, CA
- Rivertown Apartments, Petaluma, CA
- Spanos Park West Apartment Complex, Stockton, CA

Project Management / Administration

Have served as Delegate Chief Building Official / Engineering Manager for the California Energy Commission on thirteen natural gas fired power projects and one wind power generation facility in California having a combined valuation of over $3 billion. Responsible for oversight of plan review tasks and coordination of submittals numbering up into the thousands on these design-build projects.

- Valero Petroleum Refinery Capital Improvements, Benicia, CA
- Russell City Energy Center Project (600 MW), Hayward, CA
- Mountain View Power Project (1,056 MW), Redlands, CA
- Palomar Energy Center Project (546 MW), Escondido, CA

Work Experience

TRB + Associates Inc., Principal & Founder, 2006 – Present
Bureau Veritas, Building & Facilities Code Compliance Services, 2001 - 2006
Deloitte & Touche LLP, Construction Consulting Services, 1999 - 2001
City of Concord, California – Permit Center, 1996 - 1999
Luhdorff & Scalmanini Consulting Engineers, 1993 - 1996
Tosco Refining Company, 1991 & 1992

Dominic Ma, SE, PE, MPA | Quality Control Principal

Education

Master of Science Structural Engineering UCLA, Los Angeles, CA

Master of Public Administration, California State University, East Bay Hayward, CA

B.S. Civil Engineering University of California, Berkeley, CA

Registration

Registered Structural Engineer California (#1920)

Registered Civil Engineer California (#20018)

Certified Energy Plans Examiner Residential (#R05-94-5121) - Inactive

Certified Energy Plans Examiner Non-Residential (#NR05-94-5576) - Inactive

Dominic has more than 30 years of experience in reviewing building plans and specifications submitted for building permit applications to assure compliance with adopted building codes and reference standards. Dominic's experience includes working for more than 27 years as a plan check engineer for the City of San Leandro and 6 years as a supervising civil engineer for the City of Oakland, where he led the City's plan review division.

Dominic has considerable knowledge of civil engineering and structural engineering principles and practices, California Building Code and Title 24 provisions. His strengths include having the ability to review, analyze and evaluate plans, specifications, engineering reports and calculations; possessing knowledge to identify code deficiencies; and evaluating alternate methods and materials of construction. Dominic is adept at reviewing plans for adherence to the California Building Code, ASCE 7, and when applicable FEMA, ASCE 41, NEHRP provisions.

Select Project Experience

Building Safety Plan Review

Plan Review projects supervised in the City of Oakland

- 2121 Harrison Street. The Cathedral of Christ the Light (also called the Oakland Cathedral). A new modern Roman Catholic Cathedral with glass walls 120 ft. high. The $190 million, 224,000 square feet structure sits on 36 innovative "friction pendulum double-concave bearing isolators," consisting of two facing concave surfaces.
- 2100 Franklin Street. The $45 million, 245,000 s.f. project is 9 stories high and built with steel frames. To compensate for its slightly smaller than code required width, the interior atrium is equipped with smoke control system to provide fire protection for its occupants. Evaluated the alternate materials methods request associated with this design element.
- 100 Grand Avenue. 22 Story Condominium Building budgeted at $150 million.
- Oakland Airport (Expansion and interior remodeling). A $350 million Terminal Improvement Program.

Plan Review projects performed

- Bayfair Mall (Tenant improvements), San Leandro
- Century 21 Theatre, San Leandro
- San Leandro Dialysis Clinic
- San Leandro Honda
- San Leandro Hospital (New doctors' office building)
- Carlton Plaza of San Leandro (Assisted living facility)
- Costco Building Addition, City of Concord
- New Gas Compressor Building, Butte County
- AT&T Rooftop solar Panel Installation, City of San Ramon
- Tilt-up Warehouse Buildings (2), City of Sacramento
- Historic Building Seismic Retrofit, City of Benicia
- Cancer Treatment Facility, City of Pleasant Hill

Work Experience

TRB + Associates, Inc., Senior Plan Review Engineer, 2007 to present
City of Oakland, Supervising Civil Engineer (Building Division), 2000 – 2006
City of San Leandro, Plan Check Engineer, 1973 – 2000

Bing Young, Architect | Plan Review Services Manager

Education

Bachelor in Architecture,
California Polytechnic State University
San Luis Obispo, CA

Registration

Registered Architect, California

Professional Affiliations

National Council of Architectural Registration Boards Certified

ICC Member

Bing Young is a registered Architect with plan review experience on both residential and commercial projects. He provides comprehensive life safety, accessibility, energy, and mechanical/electrical/plumbing reviews on a variety of residential and commercial project types. Bing possesses over 25 years of professional experience which includes roles in production, project management, construction management, energy, and accessibility analysis.

Work Experience

Plan Review Architect, TRB + Associates, Inc. **2018 - Present**

- Review drawings and calculations for code compliance on behalf of client agencies
- Projects include residential subdivisions, custom homes, additions, remodels, new commercial buildings, and tenant improvements

Project Architect, PSM Architects, Inc. **2008 – 2018**

- Prepared and managed the development of comprehensive construction documents for new commercial buildings, tenant improvements, and additions
- Oversaw and directed production staff
- Performed quality control review of building permit submittal documents
- Facilitated client and permit processing meetings
- Collaborated with engineers, ancillary designers, and vendors
- Prepared and reviewed project specifications
- Reviewed shop drawings and submittals for compliance with specifications and design intent
- Performed accessibility evaluation of existing sites and buildings
- Prepared detailed accessibility reports for building and business owners
- Facilitated pre-construction and post-construction on-site meetings with construction project managers and general contractors
- Performed construction administration and project closeout duties

Staff Architect, Hollman Bologna Architecture & Planning, Inc. **1996 - 2008**

- Prepared schematic design and construction documents for single-family and multi-family residential remodels, additions, and new buildings
- Performed residential building reconnaissance for additions and remodel projects
- Prepared design review documents for planning approvals
- Facilitated building permit processing
- Prepared and reviewed Title 24 Energy Efficiency Compliance documents

Certified Energy Plans Examiner, BETA, Inc. **1993 - 1999**

- Reviewed and approved Title 24 Energy Efficiency Compliance documents for residential and non-residential buildings for local jurisdictions

Christopher Rose | Inspection & Field Services Manager

Certifications/Licenses

ICC Certified

- California Commercial Building Inspector
- Commercial Building Inspector
- Residential Building Inspector
- California Residential Building Inspector
- Residential Plans Examiner
- Building Inspector
- Permit Technician

Chris possesses over 20 years of experience in the building and construction inspection field for various jurisdications in Northern and Southern California. His experience includes inspecting commercial, residential, non-residential, multifamily, municipal, and public structures for quality control and safety to ensure buildings are up to code and comply with local ordinances. Chris has extensive experience working in the building and safety, engineering, fire, and planning departments for multiple jurisdictions as well as the United States Marine Corps. Chris has positive working relationships with clients, management, as well as his peers and maintains high levels of productivity, reliability with excellent work ethic to deliver high quality customer service.

Chris is ICC Certified in multiple areas including as a California Commercial and Residential Building Inspector, Permit Technician, Commercial and Residential Building Inspector, Residential Plans Examiner, and Building Inspector.

Chris is responsible for the oversight of field inspectors and other building department staff. He employs a customer service focus in carrying out his building safety inspection responsibilities.

Work Experience

Inspection Services Manager, TRB and Associates, Inc. **2022 – Present**

- Responsible for the oversight of field inspectors and other building department staff.
- Inspection on several large-scale projects
- Building Inspector for jurisdictions on an as needed basis responsible for inspecting residential, commercial, and industrial project types from start to finish.
- Communicates compliance elements with clients with solution driven resolve.
- Performs plan review of light commercial tenant improvements and remodel projects.
- Electronic and paper plan review.

Project Coordination, Plan Review, Inspection, and Construction Management Assignments

- **Apple World Headquarters project in Cupertino** – Document Control and coordination of an international design and permitting effort.
- **Marine Corp Air Ground Combat Center MWSS-374** - Re-construction of an Expeditionary Airfield, runway, and helicopter pads to include support buildings and clamshell hangers.
- **Marine Corp Air Ground Combat Center MWSS-374** - Construction of the Tank refueling pads and fuel farm.
- **Southern California Logistics Airport SCLA** - Remodeling and Repurposing of the existing George Air force base in Victorville California.
- **City of Hesperia City Hall, Library and Civic Center** - New Construction of a 27 Acre Civic Center Master Plan.
- **City of Hesperia Government Center** - New Construction of the County Government Building.
- **City of Hesperia Police Department Building** - New Construction of the County Government Building.
- **City of Hesperia Ranchero Road Underpass** - The Ranchero Road Grade Separation Project.
- **City of Hesperia Ranchero Interchange (HWY 15)** - Interstate 15 Ranchero Road Interchange.
- **Sonoma County** – Wildfire Recovery Operations.
- **Jackson County Oregon** – Wildfire Recovery and Program Development.

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Chief Building Official (DCBO), Private Consultant, Various Locations 2014 - 2019

Provided Project Management, Compliance, Plan Review, Inspections, Document Control and Administration for power producing industrial infrastructure projects throughout the state for California Energy Commission. Below is a list of projects:

- **Carlsbad Energy Center Project (CECP) –** Above ground storage tank demo and decommissioning.
- **Blythe Solar Power Project Units 1 & 2 (BSPP)** – New 235 MW photovoltaic facility.
- **Pio Pico Energy Center (PPEC)** – Three Units, 300 MW gas fired turbine simple cycle facility.
- **Carlsbad Energy Center Project (CECP**) – Five Units, 632 MW gas fired turbine simple cycle facility.
- **Orange Grove Energy Center (OGEC)** – Two Units, reliability and AGP upgrade project.
- **Geysers Unit 16 (Quicksilver)** – Tower wet down system and diesel fire pump project.
- **Geysers Unit 18 (Socrates)** – Tower wet down system and diesel fire pump project.
- **Geysers Unit 20 (Grant)** – Tower wet down system and diesel fire pump project.
- **Geysers Unit 17 (Sonoma)** – Low pressure steam bypass project.
- **Geysers Unit 02 (NCPA)** – Mixing tower project.
- **Roseville Energy Park (REP)** – Catwalk extension project.
- **Colusa Generating Station (CGS)** – Rotating intake screen project.
- **Los Medanos Energy Center (LMEC)** – Cooling tower chemical tanks project.
- **Colusa Generating Station (CGS)** – Stairway to condensate pumps project.
- **Calpine Otay Mesa (OMEC)** – Low pressure steam bypass project.
- **Colusa Generation Station (CGS)** – New circulation system and raw water pumps project.
- **Cosumnes Power Plant (SMUD)** – Unit 3 AGP upgrade project.
- **Ivanpah Solar (ISEGS)** – Ammonia tank replacement project.
- **Colusa Generating Station (CGS)** – Bearing enclosure fire sprinkler project.
- **Humboldt Bay Generating Station (HBGS)** - New guard shack project.
- **Cosumnes Power Plant (SMUD)** – Unit 2 AGP upgrade and filter press project.
- **Abengoa Mojave Solar (AMS)** – Fire suppression line repair project for Alpha and Beta blocks.
- **Gilroy Energy Center (GEC)** – Gas line repair and replacement project.

Paul Armstrong, PE, CBO | Technical Director & Instructor

Education

B.S. Civil Engineering California State University, Long Beach

Advanced Study, Fire Protection Engineering, Cal-Poly San Luis Obispo

Registration | Certification

Registered Professional Engineer, CA (#45464)

ICC Certified Building Official

Awards

CALBO Instructor of the Year, 2010

CALBO Course Developer Merit Award, 2014

Committees

International Association of Building Officials Board, 2018

ICC Code Correlation Committee, 2018

Orange Empire Chapter of ICC, Vice President

ICC Residential Energy Code Development Committee, Chair 2013

ICC Building Official Membership Council, Governing Committee, 2011

CALBO State Code Committee, 2011, 2012(Chair), and 2013

CALBO Building/Fire Advisory Committee, 2011

LA Basin Chapter and Orange Empire Chapter Code Committee, Chair 2011, 2012 (Chair) and 2013 (Chair)

Secretariat to the International Residential Code for One- and Two-Family Dwellings (1997-2000)

(Ctd. on next page)

Paul Armstrong is a Registered Professional Engineer with over 30 years of engineering experience. His vast experience in all manner of construction, be it industrial, commercial, and residential project types, provides our clients with a strong skill set and wealth of industry knowledge. In addition to Paul's engineering experience, he is also a Certified Building Official, serving in this capacity at the City of El Monte, as well as Laguna Hills, Signal Hill, and Palos Verdes.

A noted author and lecturer in the building life safety industry, Mr. Armstrong has earned many awards, including CALBO Instructor of the Year.

Select Project Experience

- **Apple Campus Theater, Cupertino, CA** – The plan review of the Apple Campus' Theater where new products would be announced and corporate meetings held. Mostly subterranean structure that has a glass entry lobby supporting a carbon fiber roof (disk).
- **ARTIC (Anaheim Regional Transportation Intermodal Center), Anaheim, CA** – Plan review of the fire and life safety regulations for this new transportation center. The building is a steel tube framework with a 2-story administration area with a mezzanine inside. This review included a pedestrian bridge leading to the train platforms.
- **Anaheim Convention Center Expansion, Anaheim, CA** – A very large expansion of the convention center meeting space with an associated parking garage addition.
- **Disneyland Star Wars Expansion, Anaheim, CA** – A very visible area of the Disney resort that is about to open this year.
- **Rams/Chargers NFL Stadium, Inglewood, CA** – The plan review of the newest NFL Stadium project in So CA. The stadium itself is covered by a large steel tube framed roof structure that is not connected to the stadium.
- **Rio Tinto Soccer Stadium**, **Sandy City, Utah** – The plan review of the Salt Lake area's professional soccer stadium. It included a roof canopy structure with a wave feature in the leading edge.
- **Building Official Roles:**
  - Palos Verdes Estates
  - Laguna Hills
  - Whittier (interim position)
  - Signal Hill
  - El Monte

Regional Director, Building & Safety Services, TRB + Associates **2019 – Present**
Responsible for new business development for building life safety services for various jurisdictions throughout California. Provide client relations and code assistance. Perform training lectures on building and residential codes. Participate on various local, state-wide and national committees. Building Official of the City of Signal Hill.

Group Leader, Building and Safety Services, Industry Consultant **2017 – 2019**
Responsible for the development of new business for inspection services and plan review services for various jurisdictions across the United States. Provide client care and assistance on code related issues. Give training lectures on the building and residential codes. Participate on various local, state-wide, and national committees. Building Official of the City of Palos Verdes Estates and Laguna Hills.

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Committees (Ctd.)

Author, 2013 and 2016 Significant Changes to the CBC and CRC

UL Fuel Gas Products Council (2002)

BCMC (BDMC) staff liaison (1993-2002)

Co-secretariat to the ICC Performance Based Building Code

Secretariat to the International Zoning Code (1996-2000)

Secretariat to the General Design, Administrative, Lateral Design, Fire and Life Safety and Fire Risk Code Committees of ICBO (1992-1996)

Staff secretariat responsible for the rewrite of the Means of Egress Chapter in the 1994 UBC

NIBS HHS Code Comparison Committee (1994)

FEMA Building Performance Review Team member (1993)

NIBS Flood Standards Comparison Committee (1992)

Coordinator, Pacific Rim Conference on Performance Based Codes

Various ASCE standards committees

SEAOC Code Committee liaison

ASME A17.1 Code Coordinating Committee

ANSI Construction Standards Board

Vice President, Various Industry Consultant Firms **2005 – 2017**
Responsible for the development of new business for inspection services and plan review services for various jurisdictions across the United States. Provide client care and assistance on code related issues. Give training lectures on the building and residential codes. Participate on various local, state-wide and national committees. Participate on various local, state-wide and national committees. Promotion and sales of the Firms' in-house electronic plan review system. Building Official of the City of Signal Hill. Contract Plan Review Engineer for the City of Anaheim

Chief Building Official, City of El Monte, Industry Consultant **2011 – 2012**
Responsible for the City of El Monte Building Division. Review plans for the City and issues permits. Conduct investigations of non-complying facilities frequently in conjunction with the Planning Division, Code Enforcement Division and LA County Fire Department. Develop presentations for City Council on adoption of new codes, etc.

Vice President, ICC **1991 – 2005**
Led the ICC Architectural and Engineering Services Department, responsible for technical opinions, plan review and the administration of technical contracts during the consolidation into the International Code Council. Managed ICBO Technical Services Department which was responsible for the maintenance of the code development process, plan review service and code opinion service for both external and internal customers. Represented the Council to many national, state and local organizations. Responsible for the technical image of the conference. Provided technical assistance on code related issues to both jurisdictional and professional members and non-members. Provided research on many code-related issues. Secretariat to most ICBO code development committees and the initial drafting secretariat to the ICC International Residential Code.

City of Los Angeles, Dept. of Building and Safety **1988 – 1991**
Structural Engineering Associate
Responsible for the structural, architectural and zoning review of proposed projects in the city. Chief of Coordinating Division and Preservation Coordinator. Evaluation of building products for LA code compliance.

Teaching Experience

International Code Council (ICC)
Lecturer –Non-structural Fundamentals of the 2009 IBC (domestically and internationally)
Lecturer – Non-structural Fundamentals of the 2012 IBC
Lecturer – ICC Code Development Process

California Building Officials
Lecturer- Significant Changes to the 2013 CBC and CRC for CALBO, and ICC
Lecturer – 2016 Introduction to the CBC Means of Egress
Lecturer - Updates to the 2010, 2013 and 2016 California Residential Code
Lecturer – Updates to the 2010, 2013, and 2016 California Building Code
Advanced Building Code Enterprises - Developed and presented coursework
Lecturer – Accessibility topics
Lecturer – Updates to the 2006 International Residential Code and 2007 California Building Code

Publications and Papers
ICC Significant Changes to the 2019 CBC/Significant Changes to the 2019 CRC
ICC Significant Changes to the 2016 CBC/Significant Changes to the 2016 CRC
ICC Significant Changes to the 2013 CBC/Significant Changes to the 2013 CRC
ICC Dwelling Construction under the 2007 CBC - Technical Editor
1997 Uniform Codes and UBC Handbook - Staff Technical Editor

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Karin Kuffel, SE, PE | Senior Plan Review Engineer

Education

Bachelor of Science
Civil Engineering
Purdue University; West Lafayette, Indiana

Masters of Business Administration
Saint Mary's College of California; Moraga, California

Registration

Registered Structural Engineer
California

Karin has over 30 years of structural engineering experience. Ms. Kuffel has vast structural design experience in both complex commercial and residential projects. She has managed many large-scale projects, including hospitals, OSHPD and the Chabot Space and Science Center. Her experience includes staff training, building design, and design review, as well as construction supervision and development of design and construction guidelines for new single-family residences.

Work Experience

Plan Review Engineer, TRB + Associates, San Ramon, CA **2016 - Present**

Provide structural plan check reviews of large commercial and institutional structures for multiple Bay Area building departments.

Build Change; Philippines **2014 - 2016**

Lead Engineer - Philippines. Responsible for all technical work and staff of Denver-based engineering non-profit's programs and operations throughout the Philippines, including management of Filipino engineering/technical staff comprised of engineers and builder trainers. Supervised training of local staff, building design, design review, construction supervision, and development of design and construction guidelines and recommendations for single-family homes and schools based on the National Structural Code of the Philippines.

Crosby Group; San Mateo, CA **2011 - 2014**

Senior Structural Engineer/Project Manager. Project management on multiple design-build projects, working with design team and contractor on fast-track work both in- and out-of-state. Responsible for managing project team from design through construction, developing and tracking fees, deadlines, and deliverables.

Independent Consultant **2009 - 2011**

Structural engineering consultant in San Francisco Bay Area. Consultant for small commercial and residential work. Extended contract work for Rutherford & Chekene included multiple hospital projects covering new hospital facility design, OSPHD plan-check work, and construction administration assistance.

Biggs Cardosa Associates, Inc., SF, CA **2006 - 2009**

Senior Engineer. Project management with responsibility for developing work, managing project production work, and overseeing construction administration. Representative projects include oversight for design of 8-story residential and parking structure for Santana Row Parcel 8b (San Jose, California) and the Lowe's parking structure in San Francisco.

KPFF Consulting Engineers; SF, CA **2004 - 2006**

Project Manager. Responsible for developing work and fee proposals, managing project engineering, drafting work, and overseeing construction administration. Project management included design of 5-story addition to Kaiser Santa Rosa Hospital, construction administration for 7-story addition to Modesto Memorial Hospital, and design and construction of low-income housing for South County Housing.

Thomas Hemenway, SE, PE | Senior Plan Review Engineer

Education

B.S. Civil Engineering Technology, Structural Emphasis
Metropolitan State College, Denver

Registration

Registered Structural Engineer California (#5348)

Registered Civil Engineer California (#52357)

Professional Affiliations

SEAONC Member

Tom Hemenway is a Registered Structural Engineer with over 30 years of engineering experience. Tom's experience includes providing structural, civil, and architectural design and quality control on a variety of industrial, commercial, and residential project types including multifamily podium projects, utility-scale power plant facilities, and retail buildings. He has served in design and analysis capacities for several seismic strengthening projects involving timber, steel, concrete, and masonry buildings in the greater San Francisco Bay area. His technical skills include 3D modeling and dynamic analysis for large foundations and structures.

Select Project Experience

- Lead Civil/Structural Engineer on multiple projects including the following:
  - NUMMI, Stamping Plant and Plastics Plant Expansion, Fremont
  - Vandenberg AFB housing development phases III and IV
  - 140 Geary Street seismic retrofit, San Francisco, CA
  - Amgen, Process Lab Building 99, Thousand Oaks, CA.
  - Huntington Hotel, San Francisco, CA
  - Wells Fargo Bank, Fremont Data Center, Fremont, CA.
- Responsible for Civil, Structural, and Architectural designs for industrial projects domestic and international.
- Responsible for structural analysis and design of seismic strengthening to existing timber, steel, concrete, and masonry buildings in the greater San Francisco bay area.
- Responsible for 3D model constructability review for a new GE 7FA natural gas-fired and GE A10 steam turbine, 1x1 combined cycle electric power generating facility.
- Responsible for ensuring quality of Civil, Structural, and Architectural construction activities for 600-megawatt natural gas-fired, combined cycle electric power generating facility.
- Performed dynamic structural analysis and concrete design for new steam turbine foundation.
- Designed concrete and steel structures for Kennecott Copper Smelter Modernization Project, Salt Lake City, UT using STAAD III and Microstation for PC computer.
- Designed steel pile and conventional concrete pad foundations for overland conveyor at Falkirk Mine in Underwood, North Dakota.

Work Experience

TRB + Associates, Inc., Senior Plan Review Engineer, 2016 - Present
Owner, TjHemenway Design Consultant, 2014 to 2016
Construction and Engineering Interface Manager, Kvaerner North American Construction Inc. and Parson Brinkerhoff JV, 2013
Owners Representative, Calpine, Russell City Energy Center, 2011 – 2012
Lead Structural Engineer, Aker Kvaerner, 2002 – 2003
Resident Engineer, Kvaerner, 2000 – 2002
Civil/Structural Discipline Manager, Kvaerner Metals, 1998 – 2000
Senior Structural Engineer, Kvaerner Metals, 1997
Civil/Structural Lead Engineer, The Bentley Company, 1995 – 1996
Others, 1981 – 1994

William Vaughn, SE, PE | Senior Plan Review Engineer

Education

Bachelor of Science, Structural Engineering, Masters-level Course Work in Structural Engineering, Portland State University, Portland, Oregon

Bachelor of Arts, Economics, Course Work in Business Administration and Industrial Engineering, State University of New York, Buffalo, New York

Registration

Registered Structural Engineer, California

Registered Civil Engineer California

Professional Affiliations

Structural Engineers Association of Northern California (SEAONC)

Structural Engineers Association of California (SEAOC)

International Code Council (ICC)

East Bay Chapter of ICC

William Vaughn is a Registered Structural and Civil Engineer with over 35 years of experience in construction, structural engineering design, seismic investigation and structural peer and plan review. Bill has extensive knowledge in commercial and residential buildings as well as industrial facilities using steel, concrete, masonry and timber design. He also has a wide range of construction field experience including supervision, construction methods, product development and structural inspection. Of particular note, Bill's steel design portfolio includes 2 Moment Frame patents with HSS Steel Columns and Wide Flange Beams.

Select Project Experience

- Provided structural design and peer review services for clients with residential, multi-family, and commercial buildings using timber, steel, concrete, and masonry design.
- Produced structural designs for new buildings and provided structural designs and evaluations for alterations to existing buildings.
- Designed seismic strengthening of un-reinforced masonry buildings, wood buildings, and concrete tilt-up buildings.
- Produced repair designs for earthquake damaged facilities and for other structurally damaged buildings.
- Conducted analyses of existing buildings to assess compliance with codes and drawings.
- Performed investigations of earthquake, fire, and flood distress. Prepared reports, engineering analyses, and repair recommendations.
- Provided expert witness, structural peer review and plan review services.
- Investigated structural damage and distress for litigation preparation purposes. Prepared reports, engineering analysis, and recommendations to client. Provided design preparation and construction observations for repair designs.

Structural Peer Review

- Haas School of Business, University of California, Berkeley, CA

Structural Plan Review

- Russell City Energy Center, New $800 million Power Plan Project (for California Energy Commission), Hayward, CA
- Newell Village Mixed Use Project, Walnut Creek CA
- Terraces at Los Altos Mixed Use Project (Phase 3), Los Altos, CA
- New Family Dollar Store, Sacramento, CA

Structural Design

- Chevron Willbridge Terminal Upgrade, Portland, OR
- Chevron Eureka Terminal Upgrade, Eureka, CA
- Kaiser - Lennon Lane Mechanical & Seismic Upgrade, Walnut Creek, CA

Work Experience

TRB + Associates Inc., Senior Plan Review Engineer, 2011 – Present
Vaughn Engineering, Principal Structural Engineer, 1994 - 2011
David L. Messinger & Associates, Civil & Structural Engineer, 1990 -1994
Alan R. Horeis Structural Engineers, Civil Engineer, 1987 -1990
Others, 1971 – 1987

Mike Kaszpurenko, SE, PE | Senior Plan Review Engineer

Education

Bachelor of Science, Civil Engineering, Clarkson University, Potsdam, New York, 1976

Registration

Registered Structural Engineer, California

Registered Civil Engineer California

Professional Affiliations

Structural Engineers Association of Northern California (SEAONC)

FEMA Structural Specialist, for Urban Search and Rescue, Task Force 7, Sacramento, CA.

California Office of Emergency Services Volunteer for post-earthquake building review.

Mike Kaszpurenko is a registered Structural and Civil engineer with over 30 years of engineering experience. His experience encompasses the plan review, design, evaluation, and retrofit of various types of building and non-building structures using concrete, steel, masonry, wood, and light-gage metal.

Mike's experience includes working for a large structural steel fabricator where he was involved in detailing of shop drawings, design of connections, and on-site field review.

Select Project Experience

Industrial, Manufacturing

- Corn Products Cogeneration Facility, Stockton, CA. Plan review of boiler building and miscellaneous foundations for new facility.
- Nine Mile Point Two Nuclear Power Plant, New York. Miscellaneous connection designs.
- Oswego Power Plant, Oswego, New York. On site engineer, for fabricator of breeching, during construction of oil-fired power plant.

Commercial / Government /Civic

- 600 Sutter, San Francisco, CA. New eight story building.
- 973 Market, San Francisco. Seismic upgrade of an existing 8 story brick and concrete building.
- Saks Fifth Avenue, San Francisco, CA. Foundation shoring for a new department store.
- El Camino Real Hotel, San Mateo, CA. Preliminary design of a new three-story hotel.
- 1989 Loma Prieta Earthquake, San Francisco, CA. Damage assessment of numerous apartment buildings and other structures for the City of San Francisco.
- City Center Rotunda, Oakland, CA. Upgrade of three, eight story adjacent buildings into one multifunction facility.

Education, Assembly / Healthcare

- Windsor Middle School, Windsor, CA. New $11 million School Campus.
- Laguna Salada School District, Pacifica, CA. Survey of 12 school campuses for Pacifica School District.
- Clovis East High School, CA. Plan check review for the Office of the Office of State Architect on several buildings of a new campus.
- Kaiser Hospital Service Building, Walnut Creek, CA. New two-story support facility for a hospital.

Multi-unit Residential

- Winterland Apartments, San Francisco, CA. Engineer of record for a 304-unit apartment complex consisting of four stories of wood framing over several levels of concrete parking.
- Park Hill Terrace, San Francisco. Upgrade and extension of former 8 story hospital building into condominiums.

Work Experience

TRB + Associates, Inc. San Ramon, CA, 2009 - Present
Structural Engineers Collaborative, San Francisco, CA, 1986—Present
Culley Associates, San Francisco, CA, 1980—1986
H. J. Degenkolb & Associates, San Francisco, CA, 1978-1980
Cives Steel Corporation, Gouverneur, New York, 1976—1978

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Daniel McLaughlin, PE, CASp | Senior Plan Review Engineer

Education

Masters in Structural Engineering
Lehigh University
Bethlehem, PA

B.S Civil Engineering
Lehigh University
Bethlehem, PA

Registration

Registered Civil Engineer, California

ICC Certified Plans Examiner

DSA Certified CASp

Professional Affiliations

American Institute of Steel Construction

Dan McLaughlin is a registered Civil Engineer and ICC Certified Plans Examiner with plan review experience on numerous residential and commercial projects. He has provided structural, life safety, and mechanical/electrical/plumbing, and energy reviews on a variety of residential and commercial project types. Project types include complex single-family homes, small to mid-sized retail shell buildings, office and mercantile tenant improvements, and large mixed-use projects. Dan possesses strong structural analysis skills and has an excellent working knowledge of ADAPT, RAM, SAP2000, AutoCAD, Revit, and MathCAD structural engineering software packages.

Work Experience

Senior Plan Review Engineer, TRB + Associates, Inc. **2014 - Present**

- Dan specializes in plan review coordination with extensive experience on both complex commercial and residential projects. Dan has served in project management and reviewer roles across many large-scale projects including Phase 1 of the $9 billion RELATED Santa Clara project, and the $1.5 billion UC DAVIS HEALTH Sacramento Campus, Aggie Square project.
- Recently participated in review of 4 story 135,000 sf wood apartment building over 2 story PT parking garage
- Participated in review of a 6 story 133,000 sf steel buckling restraint braced frame office building
- Review a variety of wood, concrete, and steel building types
- Communicate with project engineers and architects on a regular basis

Engineering Assistant, Contra Costa County Sanitary District **2011 - 2014**

- Performed submittal check to ensure use of proper materials and equipment
- Created site maps to discover location of overflows in the event of clogs in the systems
- Performed sewer line inspections to ensure proper installation by contractor
- Supervised bore sight to allow continual work when lead engineer not on site

Engineering Internship, City of Pleasant Hill, Engineering Division
2007

- Performed quality control of storm drainage system project
- Supervised ADA sidewalk installation to ensure proper installation by contractor
- Developed PowerPoint Presentation of the City department functions for the City Engineer

Residential Construction, McLaughlin Construction **2011, 2013**

- Extensive knowledge in residential wood construction. Restored Victorian home including repair and seismic retrofit of foundation, re-leveled house and conducted full replacement of electrical, plumbing and sewer line. Completed unfinished basement including framing, insulation, electrical, sheetrock and finish work

Collection System Operation Laborer, Contra Costa County Sanitary District **2009, 2010**

- Performed assigned duties on the hydro, rodding, construction, and utilities location crews

Petya McInnis, PE, CASp | Senior Plan Review Engineer

Licenses and Certifications

- Professional Engineer (P.E.)
- Certified Access Specialist (CASp)
- ICC Plans Examiner
- CalOES SAP Evaluator

Education

- MS in Structural Engineering, University of California, Davis, *2009 - 2011*
- BS in Civil & Environmental Engineering (Emphasis in Structures), California State University, Sacramento, *2007 - 2008*
- MS in Structural Engineering (One semester away from completion), University of Architecture, Civil Engineering and Geodesy, Sofia, Bulgaria, *1999 – 2003*

Skills

- Collaborative Team Player
- Detail-Oriented
- Hardworking
- Enthusiastic
- Dependable
- Quick Learner
- Proficient in Current Design Standards (e.g., ASCE7, ASCE41, ACI 318, AISC, etc.)
- Software Proficiency: Experienced in 2D/3D drafting and structural analysis software (e.g., AutoCAD, LDD, Civil 3D, SAP2000, Navisworks)
- Knowledge and experience in finite element analysis tools (e.g., ABAQUS, ANSYS)

Computer Skills

- Programming & Web Design: Matlab, SQL, C++, HTML, JavaScript
- 3D Studio MAX
- SolidWorks
- Adobe Photoshop
- Illustrator
- CorelDraw
- Macromedia Shockwave Flash

Languages

- English
- Bulgarian
- Russian

Petya McInnis possesses over 22 years of experience in engineering and construction, encompassing design, plan review, and inspection for residential, commercial, and industrial projects. In her recent role as a Plan Check Engineer for the City of Fairfield, Petya oversaw a wide range of design disciplines for projects of varying sizes and types. Her expertise spanned from simple residential additions to complex commercial and industrial developments. Petya offered invaluable assistance to stakeholders, ensuring compliance with code requirements and providing technical supervision to permit technicians and inspection staff. Her proactive approach extended to assisting Building Inspectors and Officials with code research and interpretation, resulting in effective solutions for challenging construction scenarios. Petya's contributions included recommending and implementing process and policy changes to further the city's objectives. Additionally, she prepared reports and updates for the City Council, ensuring transparency and accountability in project management.

Petya also served as a client liaison for all clients in the Sacramento region and numerous clients in the Bay Area. With exceptional interpersonal skills, high productivity, and a strong work ethic, she consistently delivered top-notch customer service.

As a professional Engineer, Petya holds ICC certification as a Building Plans Examiner and is also a certified access specialist (CASp). Petya's extensive experience and expertise make her a valuable asset to any team. With well-rounded experience in the building industry, she brings a wealth of knowledge and skills to every project she undertakes.

Work Experience

Sr. Plan Review Engineer, TRB and Associates, Inc. **2024 – Present**

- Provides building plans examination for jurisdictions on an as-needed basis. Responsible for providing plan check reviews for residential and commercial structures.
- Reviews building plans and related documents for compliance with California Building Codes, agency requirements and policies. Verifies that projects have obtained all necessary approvals; maintains records and prepares final plan sets for approval.
- Performs plan review of light commercial tenant improvements and remodel projects.

Plan Review Manager, Private Consultant **2022 - 2024**

- Oversaw daily activities of all plan review staff in the Sacramento region.
- Provided technical assistance, training, and mentorship for internal and jurisdictional staff.
- Served as a client liaison for all clients in the Sacramento region and several clients in the Bay Area.
- Reviewed all design disciplines for projects of all sizes and types.
- Specialized in reviewing large commercial projects such as mixed-use multi-family, high-rise, and podium construction.
- Prepared proposals and time estimates

Senior Plan Check Engineer, Private Consultant **2021 - 2022**

- Responsible for reviewing all design disciplines for projects of various sizes and types across multiple Cities and Counties in California, Oregon, Washington, and Massachusetts.
- Specialized in reviewing large commercial projects including mixed-use multi-family, high-rise, podium construction, shopping centers, restaurants, warehouses, big-box stores, tenant improvements, etc.
- Led "page-turning" pre-submittal sessions aimed at identifying and resolving code compliance issues before submission.
- Managed the Stanford University SLAC plan review contract.
- Provided training and performed quality control for plan review staff.
- Prepared proposals and time estimates.

Plan Check Engineer, City of Fairfield, Fairfield, CA **2014 - 2021**

- Responsible for reviewing all design disciplines for projects of various sizes and types in the City of Fairfield.
- Reviewed projects ranging from simple residential additions, alterations, ADUs, and garage conversions to complex commercial and industrial TIs and new developments.
- Assisted designers, contractors, developers, business owners, homeowners, and City staff in applying, understanding, and interpreting applicable code requirements for each project, providing guidance for potential code-compliant solutions.
- Provided technical supervision to permit technicians and inspection staff.
- Assisted Building Inspectors and Building Official with code research and interpretation on difficult or unusual construction situations.
- Recommended and created process and policy changes.
- Prepared reports and City Council updates.

Senior Structural Engineer, AIR Worldwide, San Francisco, CA **2011 - 2014**

- Served as a Senior Engineer in the Catastrophe Risk Engineering Group.
- Evaluated code compliance of proposed and existing facilities across different countries/regions worldwide.
- Reviewed structural drawings and calculations to identify potential design deficiencies.
- Developed reliable quantitative measures of site-specific natural disaster risk (e.g., seismic, wind, flood, tsunami).
- Created 3D structural models for performance-based evaluations.
- Conducted site inspections and prepared proposals, progress reports, final project reports, and presentations.
- Collaborated closely with national and international government agencies and organizations on disaster risk reduction, mitigation, and response strategies.
- Notable projects included:
  - Seismic Risk Assessment of the Solar Millennium Project at Blythe, CA
  - Hurricane Risk Assessment of Walt Disney World, Orlando, FL (Phase I, IIA, and IIB)
  - Seismic and Wind Risk Assessment of KAUST, Saudi Arabia
  - Real-time Seismic Damage Assessment for the California Earthquake Authority
  - Real-time Hurricane Risk Assessment for DOW Chemical, Freeport, TX
  - Various international multi-phase disaster risk assessment projects in collaboration with the World Bank and the Asian Development Bank.

Design Engineer, Mark Thomas & Company, Sacramento, CA **2008 –2011**

- Worked as a Design Engineer on multiple municipal transportation engineering projects, including highway interchange and bridge projects, local roadway improvements, and streetscape enhancements.
- Prepared infrastructure analyses to support the implementation of planning frameworks and design concepts for each project.
- Led the planning, geometric design, and coordination for the Sacramento City College Bicycle/Pedestrian Overcrossing Project.
- Provided construction support for the 4-mile Folsom Blvd Enhancements Project in Rancho Cordova and the historic preservation R Street Reconstruction Project in Sacramento.
- Prepared various technical reports, construction details, utility mapping and coordination, grading plans, access compliance, quantity take-offs and estimates, drainage pattern analyses, and storm drain design.
- Other projects included: I-5 / Cosumnes River Blvd Interchange PS&E, Watt Ave / HWY 50 Project, Sacramento Regional Transit SSCP2, Stockton Transportation Impact Fee Study, R Street Market Plaza, and Ramona Ave Extension.

Project Engineer / Project Manager, KHS&S Contractors, Concord, CA **2005 – 2007**

Sr. Production Operator, FedEx Kinko's SF East Bay CPC, Pleasanton, CA **2004 – 2005**

Jim Begley, FPE, CFM, LEED AP | Fire Protection Engineer

Education

Worcester Polytechnic Institute
M.S. in Fire Protection Engineering - 2006

University of Maryland at College Park
B.S. in Fire Protection Engineering - 1996

Registration | Certifications

Licensed Fire Protection Engineer:
California, Nevada, Arizona, 15 additional states

LEED Accredited Professional

ICC Certified Fire Marshal

ICC Certified Fire Plans Examiner

ICC Certified Fire Inspector

Professional Affiliations:

National Fire Protection Association (NFPA)

Society of Fire Protection Engineers (SFPE)
Member grade

SPFE
Member of International Board of Directors

Jim Begley has 20 years of experience and began his engineering career in 1993 at Lockheed Martin Energy Systems in Oak Ridge, TN. After relocating to Las Vegas in 2002, Jim was responsible for hospitality projects such as Caesars Palace, Hard Rock Hotel, the Palms Casino, Bally's and Paris Hotel Resort while managing the Las Vegas office of Schirmer Engineering Corporation. In May 2005 Jim joined JBA Consulting Engineers as the Director of Fire Protection Engineering and became Director of Domestic Business Development in 2008 prior to establishing his own firm in 2010.

Jim is a registered Fire Protection Engineer in 18 states. While at the University of Maryland, Jim was awarded membership to the Salamander honorary fire protection engineering fraternity. Jim is a past President of the Southern Nevada chapter of the Society of Fire Protection Engineers (SFPE) and currently sits on the SFPE Board of Directors on an international level.

Select Project Experience

SHRA 12-Story Building Remodel, Sacramento, CA
Russell City Energy Center Project, Hayward, CA
Lodi Energy Center Project, Lodi, CA
River Rock Casino, Healdsburg, CA
Aliante Station Hotel and Casino, Las Vegas, NV
Barona Resort & Casino, Lakeside, CA
Caesars Palace Hotel and Casino, Las Vegas, NV
Diamond Jo Casino, Northwood, IA
Diamond Jo Casino Dubuque, Dubuque, IA
Durango Station Hotel and Casino, Las Vegas, NV
Encore at Wynn Las Vegas, Las Vegas, NV
Golden Nugget Hotel & Casino, Las Vegas, NV
Legends Casino, Yakima, WA
Little Six Casino, Prior Lake, MN
Mystic Lake Casino, Prior Lake, MN
Palms Casino Resort Phase II, Las Vegas, NV
Palms Casino Resort Concert Venue, Las Vegas, NV
Snoqualmie Casino, Snoqualmie, WA
Tropicana Mega Resort, Las Vegas, NV
Wynn Las Vegas, Las Vegas, NV

Work Experience

TERPconsulting, 2010 – Present
jba consulting engineers, 2005 – 2010
Schirmer Engineering Corporation, 2001 – 2005
Fire Protection unlimited, 1999 – 2001
Performance Design Technologies, 1997 – 1998
Nexus Technical Services Corporation, 1996 – 1997
Lockheed Martin Energy Systems, 1993 – 1996

Bryan Douglass, FPE | Fire Protection Engineer

Education

Worcester Polytechnic Institute
M.S. in Fire Protection Engineering - 2007

Worcester Polytechnic Institute
B.S. in Fire Protection Engineering - 2006

Registration

Licensed Fire Protection Engineer:
California, Kansas, Louisiana, Nevada, Oregon

Professional Affiliations

Society of Fire Protection Engineers (SFPE)
Member grade, Southern Nevada Chapter – President

Bryan Douglass has over 10 years of experience and began his engineering career in 2006 as a Graduate Intern at Rolf Jensen & Associates, Inc. In January 2008, Mr. Douglass joined JBA Consulting Engineers as a Consultant, providing code consulting and conceptual design of fire protection systems for various gaming, hospitality, and commercial projects. He was eventually promoted to Senior Fire Protection Engineer and was responsible for the management of projects such as SLS Las Vegas, Marriot Grand Chateau Phase 3 Tower, and Michael Jackson Cirque Show. He also served as an MQAA special inspector for projects such as, Sam's Town, Encore at Wynn Las Vegas, and Bluegreen Timeshare.

Mr. Douglass is a registered professional Fire Protection engineer in 5 states. He is past President of the Southern Nevada Chapter of the Society of Fire Protection Engineers.

Bryan holds an M.S. degree in Fire Protection Engineering from Worcester Polytechnic Institute, MA and a B.S. degree in Mechanical Engineering from Worcester Polytechnic Institute, MA.

Select Project Experience

- Clark County Water Reclamation, Las Vegas, NV The D Casino, Las Vegas, NV
- Eclipse Movie Theater, Las Vegas, NV
- Encore at Wynn, Las Vegas, NV.
- Fashion Show Mall, Las Vegas, NV
- Henderson Vitamin Manufacturing Facility, Henderson, NV
- Horizon Hospital, Las Vegas, NV
- Isleta Casino & Resort, Albuquerque, NM
- Las Vegas Convention Center, Las Vegas, NV Le Maitre Fireworks, North Las Vegas, NV Luxor Hotel & Casino, Las Vegas, NV Mandalay Bay Resort, Las Vegas, NV
- Marriott Grand Chateau, Las Vegas, NV
- Metro Hangar, North Las Vegas, NV
- Paris Las Vegas - Master Egress, Las Vegas, NV Planet Hollywood Axis Theater, Las Vegas, NV Rebel Oil, North Las Vegas, NV
- Sam's Town, Las Vegas, NV
- SLS Las Vegas, Las Vegas, NV
- Southern Hospital, Las Vegas, NV
- Tortoise Rock Casino, Twentynine Palms, CA Treasure Island Retail Expansion, Las Vegas, NV Tropicana Resort, Las Vegas, NV
- Ulupono LPG, Hawaii
- UNLV, Las Vegas, NV

Work Experience

TERPconsulting, 2012 – Present
jba consulting engineers, 2008 – 2012
Rolf Jensen & Associates, 2006

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Jay Griffin, CASp | Senior Plans Examiner

Licenses and Certifications

- Certified Access Specialist #788

Education

High School Diploma

Skills

- Communication, both written and verbal
- Critical thinking
- Technical plan review
- Creative solutions to complex problems

Jay Griffin possesses over 40 years of experience in the building industry including 20 years as a Supervising Building Inspector. He has extensive knowledge in the areas of building life safety, accessibility, plumbing, and mechanical disciplines, as well as a strong background in plan review. Jay's expertise spans across a wide range of complex projects, including commercial and residential buildings. Throughout his career, he has gained hands-on experience working in various roles, such as carpenter, lead carpenter, job foreman, superintendent, building contractor, and building inspector.

As a collaborative leader, Mr. Griffin recently provided exceptional leadership skills as the Supervising Building Inspector for the City of Sacramento Building Division. He also taught life safety and disabled access classes to city staff and provided guidance and support to plan review and inspection staff. With his expertise in resolving code-related issues and ensuring compliance with regulations, Jay maintains high levels of productivity, reliability, and customer service. He is also a certified California Access Specialist (CASp) and is passionate about continuing a career in the building life safety field.

Work Experience

Sr. Plans Examiner, TRB and Associates, Inc. **2023 – Present**

- Provides building plans examination for jurisdictions on an as-needed basis. Responsible for providing plan check reviews for residential and commercial structures. Review scope includes both structural and non-structural disciplines.
- Reviews building plans and related documents for compliance with California Building Codes, agency requirements and policies. Verifies that projects have obtained all necessary approvals; maintains records and prepares final plan sets for approval.
- Performs plan review of light commercial tenant improvements and remodel projects.

Supervising Building Inspector, City of Sacramento, Sacramento, CA **2004 – 2023**

- Reviewed incoming workload for completeness and complexity and assigned tasks to staff members as needed.
- Taught ongoing life safety and disabled access classes to city staff, ensuring that they were up-to-date on the latest regulations and requirements.
- Served as a subject matter expert on life safety and disabled access provisions of the California Building Code, providing guidance and support to city plan review and inspection staff. Resolved code-related issues as they arose, using deep knowledge and expertise to ensure compliance.
- Reviewed project plans for compliance with applicable requirements of the California Building Code for life safety and disabled access. Worked on a wide range of projects, from simple tenant improvements to high-rise buildings, complex additions to historic structures, and the Golden 1 Arena. Conducted thorough reviews and provided detailed feedback to ensure that all aspects of the code were met.
- Evaluated AMMR (Alternative Materials and Methods of Construction) requests for equivalence with prescriptive code.

Jeff Brooks, CASp | Senior Plans Examiner

Licenses and Certifications

- Certified Access Specialist
- ICC CA Commercial Pluming Inspector
- ICC CA Commercial Mechanical Inspector

Education

Cosumnes River College
Building/Home/Construction Inspection/Inspector

Honors/Awards

- Building Official Leadership Academy – CALBO
  Building Official Leadership Academy (BOLA) Award for completing the CALBO BOLA program for2017-2018.

Skills

- Municipalities
- Construction
- Code Enforcement
- Life Safety
- Building Codes
- Plan Review
- Building Inspections
- NFPA
- Interpersonal Skills

Jeff possesses over 40 years in the construction industry with 21 years as a building inspector performing commercial and residential plan review and inspections in the building life safety, accessibility, plumbing, mechanical disciplines throughout Northern California. Jeff's expertise includes the review of highly complex mechanical and plumbing systems. He also has 20 years of experience working in the trades and as a contractor building custom homes.

As a collaborative leader, Jeff recently provided exceptional leadership skills as the Cannabis Project Manager for the City of Sacramento Building Division. He also provided training and direction for other plans examiners and inspectors for legal related facilities. He works well with the public as well as his colleagues and maintains high levels of productivity, reliability with excellent work ethic to deliver high quality customer service.

Jeff is ICC certified as a Commercial Building and Electrical Inspector. In addition, he is also certified as a California Access Specialist (CASp). Jeff has well-rounded experience in the building industry.

Work Experience

Senior Plans Examiner, TRB and Associates, Inc. **2021 – Present**

- Reviews complex plan drawings and calculations for code compliance on behalf of client agencies.
- Performed comprehensive mechanical and plumbing review for new $100 million mixed use project located in the City of West Hollywood.
- Performed mechanical and plumbing review for new $1.3 billion mixed use project located in Sacramento, CA
- Reviews encompass all manner of construction, including residential, commercial, and industrial project types.

Building Inspector/Plans Examiner, City of Sacramento **2000 – 2021**

- Performed mechanical plumbing plan review for Golden 1 Center Arena, home of the Sacramento Kings.
- Provided life safety, fire systems, and mechanical and plumbing plan review on a wide range of project types during tenure.

General Contractor, Brooks Construction **1980 – 2000**

Ryan Leiendecker | Senior Plans Examiner

Certifications/Licences

ICC Certified:
- Certified Building Official
- Certified Fire Marshall
- Building Code Specialist
- Building Plans Examiner
- Residential Energy Inspector/Plans Examiner
- Commercial Energy Plans Examiner
- Residential Plans Examiner
- Plumbing Plans Examiner
- Commercial Building Inspector
- Residential Building Inspector
- Commercial Plumbing Inspector
- Building Inspector
- Permit Specialist
- Permit Technician

Training Certificates:
- Anchorage Design
- Repair Application Procedure
- Fundamentals of Concrete and Materials
- Fundamentals of Concrete Construction

Education

- Brandman University (Chapman University System), Irvine, California- Master of Public Administration
- Brandman University (Chapman University System), Irvine, California- Bachelor of Sociology

Ryan James Leiendecker possesses more than 14 years of experience in building and fire life safety, conducting plan reviews and inspections for residential and commercial projects in the public sector. In his recent role as a Senior Plan Checker at the City of Pleasanton Building and Safety Division, Ryan supervised Plan Checkers and conducted quality control reviews of consultant's plan reviews. He evaluated building and structural plans for compliance with various codes and met with stakeholders to discuss projects. Ryan conducted over-the-counter reviews for simple projects, while also effectively communicating with customers at the counter, over the phone, and via email, consistently delivering exceptional customer service. He also served as backup for the Chief Building and Safety Official, assisted in special projects, and conducted field inspections as needed.

Ryan has vast experience reviewing construction plans to ensure structural integrity and compliance with regulatory standards, covering California building, mechanical, electrical, plumbing, energy, green, fire codes, and local ordinances.

Work Experience

Senior Plans Examiner, TRB and Associates Inc. **2022 – Present**

- Senior Plans Examiner for jurisdictions on an as needed basis responsible for conducting fire and life safety plan review and inspections ensuring compliance with all applicable local, state, and federal agencies.

Senior Plan Checker, City of Pleasanton Building and Safety **2021 - 2022**

- Supervised Plan Checker and ensured quality control of consultant's plan reviews.
- Checked building and structural plans from architects, engineers, contractors, and owners for compliance with codes and regulations.
- Collaborated with stakeholders like architects, engineers, contractors, and homeowners to discuss projects.
- Conducted over-the-counter reviews for simple projects.
- Provided information and assistance to customers in person, over the phone, or via email.
- Issued building permits and participated in staff meetings to review project compliance.
- Delivered customer service at the Public Counter, including minor plan reviews, and resolving conflicts.
- Acted as backup for the Chief Building and Safety Official when needed.
- Assisted in special projects such as community studies and emergency planning.
- Conducted field inspections related to plan reviews as necessary.

Plans Examiner, County of Napa Building Division **2015 – 2021**

- Reviewed construction plans for structural integrity and compliance with the California building, mechanical, electrical, plumbing, energy, green, fire code and local ordinances.
- Assisted building inspectors with inspections concerning complex structural and life safety issues.
- Met with architects, engineers, and contractors to discuss future or ongoing projects.
- Provided over-the-counter reviews for certain simple projects.
- Provided information to customers at the counter, over the phone, or via email.

Combination Building Inspector Aide II, City of Long Beach Building & Safety **2014 - 2015**

- Assisted customers at the public counter by answering Title 24 code and permit related questions and issuing permits.
- Plan checked photovoltaic systems, signs, pools, and spas.

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James Johnson, E.E., QCxP | Senior Plan Review Engineer

Registration/Certification

Registered Electrical Engineer – Hawaii

ICC Certified Electrical Plans Examiner

Qualified Commissioning Services Provider (QCxP)

Construction Quality Control Reviewer (CQCR)

Professional Affiliations

Illuminating Engineering Society (IESNA)

International Association of Electrical Inspectors

Building Commissioning Association (BCA)

International Code Council (ICC)

Volunteer Affiliations

Board Member,
Richmond High School Engineering Academy Advisory Board
2014 – Present

Volunteer Writer/Coach,
El Cerrito and Richmond High Schools
2013 – Present

James Johnson is a Registered Electrical Engineer (Hawaii), ICC Certified Electrical Plans Examiner, and Qualified Commissioning Services Provider (QCxP) with over 30 years of experience encompassing electrical engineering design and plan review. Mr. Johnson has provided electrical plan review on a variety of project types including commercial building, tenant improvements, and photovoltaic systems. In addition, Mr. Johnson has performed extensive power and lighting systems design, engineering and construction document production, and project management.

Select Skills / Project Experience

- Analyze permit submittal plan documents for conformance to adopted national, state, and city/county codes including NEC, NFPA, IBC, ICC and UFC standards.
- Conduct forensic electrical systems investigations to determine origin and cause failure of equipment and associated distribution systems including power, lighting and fire alarm with analysis and resolution of legally adopted Code compliance issues.
- Provide scheduled review as CQCR of electrical construction documentation with scheduled site inspection to assure quality construction in accordance with minimum codes and standards for U.S. government projects.
- Professionally managed a wide variety of governmental, commercial, institutional, and residential projects with associated commercial and emergency, renewable and non-renewable power, lighting, and telecommunication systems.
- Provided oversight of engineering skills development and implements of Engineers-In-Training. As a lead instructor at Leeward Community College, taught Math, English and Writing from high school through college freshman levels.
- Proficient in Microsoft Word, Excel, PowerPoint, Adobe Photoshop and Acrobat Pro, AutoDesk AutoCAD MEP 2013. Revit MEP 2013.

Work Experience

- Senior Plan Review Engineer, TRB + Associates, Inc., 2014 to Present
- Certified Electrical Plan Reviewer, City and County of Honolulu, 2013 to Present
- Senior Electrical Engineer/Project Manager, Moss Engineering, 2005 – 2013
- Office Manager, Senior Electrical Engineer, Tower Engineering, 2000 – 2005
- Senior Project Engineer/Manager, Applied Engineering, 1995 – 2000
- Lead Instructor, Office of Continuing Education and Training, Leeward Community College, Pearl City, HI, 1995 – 2000
- Senior Electrical Design/Project Manager, Bennett, Drane, Karamatsu Engineers, Honolulu, HI, 1985 – 1995

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Steven Block, E.E. | Senior Plan Review Engineer

Education

B.S. Engineering, Physics
California State University, Northridge, CA

Registration

Registered Electrical Engineer
California, Nevada, Arizona, Hawaii

Steven Block is a highly skilled electrical engineer with over 25 years' experience in the electrical engineering field. His expertise includes electrical design and plan review for compliance with the National Electrical Code, California Electrical Code, California Energy Code, local ordinances, National Electrical Safety Code, California Electrical Code, California Energy Code, local ordinances, National Electrical Safety Code, OSHA and other applicable laws, ordinances, regulations and standards (LORS).

Projects reviewed for code compliance include commercial and industrial solar power plants, commercial natural gas power plants, wastewater treatment plants, and cement plants, industrial and commercial buildings, parking structures, hotels, and municipal utilities. Designed and provided construction support for traffic signals, highway lighting, closed circuit television, traffic monitoring stations, maintenance stations, and storm water pumping stations.

Work Experience

Senior Electrical Plan Review Engineer, TRB and Associates **2016 - Present**

- Plan review for residential, commercial, and industrial installations – Phillips 66 Naval Weapons Station, OSHPD 3 reviews for the City of Sacramento, Benicia Valero Refinery Audit, Child Daycare Center in Santa Clara, new apartments in Sacramento.

Senior Electrical Engineer, Private Consulting Firm **2004 - 2016**

- Plan review for code compliance and field inspector support – Silver State North Photovoltaic Generating Station, transmission lines, and high voltage substation (Nevada), Palomar Power Project (California), Panoche Energy Center (California), Abengoa Solar Thermal Generating Station and substation (California), Genesis Solar Collector Generating Station (California), Inland Empire Energy Center (California), Distributed Energy Partners Generating Stations (Hawaii), Various Wind Power Generating Stations in Solano County, CA, and other generating stations.
- Plan review for commercial and industrial installations – FBI Honolulu, Disney Hawaii, Fort Irwin Military Housing (California), various rooftop photovoltaic installations (Hawaii), Valero Refinery Benicia (California), Transmission Line Feeder for Concrete Plant (Nevada) and Various Cellular Tower Installations (Hawaii).

Alan Roth, E.E. | Senior Plan Review Engineer

Education

B.S. Electrical Engineering
California State Polytechnic University

Registration

Registered Electrical Engineer
California

Alan Roth is a registered professional electrical engineer with over 30 years of engineering experience. His experience encompasses extensive electrical systems design, quality control, and oversight roles at power plant and other industrial facility types. Past roles include working for Calpine, Inc. and Dow USA on power generation and chemical plant projects.

Work Experience

Senior Electrical Plan Review Engineer, TRB + Associates **2016 – Present**

- Conducts electrical code compliance plan review of industrial and power generation facilities. Currently assisting with plan review $1 billion petrochemical refinery expansion project.

Electrical Engineering, Calpine Corporation **1998 – 2014**

During tenure at Calpine Corporation, held positions of Senior Electrical Engineer, Senior Project Engineer, Senior Operations Engineer, and Senior Electrical Engineer 3.

- Provided support for the design and construction of a new combined cycle power plants and installation of new combustion turbine generators in existing plants. Duties included:
  - Reviewed engineer's design documents for compliance with Calpine standards and proper interface with OEM documentation
  - Provided field support as required
  - Design
  - Management of capital projects
  - Analysis of protection and control systems
  - Root cause analysis and determination of corrective actions for equipment and protection system failures
  - Recommended predictive preventative maintenance
- Provided interface with consultants for complete protection reviews at 12 Calpine power plants in CA. Duties include:
  - Compiled all protection related drawings
  - Compiled any relay coordination and settings documents
  - Provided field support to consultants to verify drawings and actual protective relay settings
- Determined the preliminary conceptual design, using standard design guidelines for plants in development
- Interfaced with local utilities for new interconnections for projects in the development phase
- Represented Calpine to WECC and other regulatory bodies.
- Provided guidance to plants on maintaining compliance with regional and national reliability standards.
- Interfaced with local utilities for new interconnections for projects in the development phase.
- Represented Calpine to WECC and other regulatory bodies.
- Determine the specification of the major equipment to be selected for the projects as well as interfacing system design.
- Interfaced with utilities, steam hosts, gas suppliers, permitting agencies, consultants and other organizations involved with the development of power projects.
- Directed transmission consultants in initial studies for power plant siting.

Peter Kogan, M.E., LEED AP | Senior Plan Review Engineer

Education

Master of Science, Mechanical Engineering, Moscow Aeronautical Institute, Russia

Registration/Certification

Registered Professional Mechanical Engineer: California, Hawaii, Nevada, Texas, Colorado, Arizona

Certified Energy Manager (CEM), State of California

LEED Accredited Professional

Peter Kogan is a licensed mechanical engineer with over 30 years of diversified experience in the construction industry. His expertise lies in the areas of design and construction administration for Heating, Ventilation and Air Conditioning, Plumbing, Fire Protection, Energy and Building Studies, and Value Engineering. In the past ten years he was responsible for the design and renovation construction of several historical preservation projects. Peter's extensive experience and personal attention to project details has always assured professional services performed within budget and to complete client satisfaction.

Peter has published several technical articles in the national magazine "Heating, Piping, Air Conditioning" and recently had an article published in the architectural magazine "Progressive Architecture". Peter has presented a technical paper on World Energy Congress in Atlanta, Georgia in 1990.

Select Project Experience

Healthcare

- New Medical Facility, Nevada Air National Guard, Reno, NV
- Radiology/ Oncology Labs Renovation, Hospital Building, UCSF, San Francisco, CA
- Renovation of Buildings 210/212 & 301, Metropolitan State Hospital, Norwalk, CA
- Sonoma State Hospital, Central Plant HVAC Modifications, Sacramento, CA

Education, Assembly

- Wet Research Laboratories in Building 74, Lawrence Berkeley Lab, Berkeley, CA
- Medical Research Laboratories, Warren Hall, UC Berkeley, CA
- Calvary Church, Los Gatos, CA. New 80,000 sq.ft., 2-story Life Center with Classrooms, Multi-Use Room, Gymnasium, Meeting Halls, etc.

Multi-unit Residential

- New Condominium Complex, San Francisco, CA. New 7 Story Condominium Complex located at 1438 Green Street
- Military Housing and Commercial Facilities, NAS Fallon, NV. New 3 Building Housing Complex comprising 126 Bachelor Enlisted Quarter units & new base Administration, Maintenance, Shop and Storage Facilities.

Commercial

- The Disney Store, New Retail Store, Winward Mall, Kaneohe, HI
- Office Building, San Francisco, CA. New 3 Story Office Building located at 325 Pacific Avenue
- New Ruth's Chris Steak House Restaurant, The Montage, Reno, NV
- Foods Pilot Plant Expansion for Clorox Corporation, Pleasanton, CA

Government, Civic

- Renovation of 3–Building Command Headquarter Complex, Travis Air Force Base, Fairfield, CA
- New 2-story Fitness Center at Naval Postgraduate School, Hayward, CA
- New International Arrival Building, Oakland Airport, CA

Work Experience

TRB + Associates, Inc, 2008-Present
Peter Kogan Associates, Owner, 1988-Present

Akitayo (Tai) Akiwumi | Senior Plans Examiner

Certifications/Licences

ICC Certified:

- Building Plans Examiner
- Building Inspector
- Plumbing Inspector

Education

- Master of Science - Mechanical Engineering, University of Manchester Institute of Science and Technology, UK.
- Bachelor of Science - Mechanical Engineering, University of Manchester Institute of Science and Technology, UK.

Training

- 2022 CBC Chapter 11A: Privately Funded Multi-Family Dwelling Accessibility.
- 2022 CBC Chapter 118: Accessibility in Public Buildings, Public Accommodations and Commercial Buildings.

Committee Representation

City representative at the Tri-Chapter Uniform Code Committee meetings.

Akitayo (Tai) Akiwumi possesses over 22 years of experience in conducting complex plan reviews for residential and commercial projects, encompassing architectural, mechanical, plumbing, and electrical aspects. In his recent role as a Plans Examiner at the City of San Ramon, he conducted thorough plan reviews for a diverse portfolio of projects, ranging from new constructions to tenant improvements and alterations. Tai's responsibilities also extended to performing over-the-counter plan checks, issuing permits, and providing invaluable code resource services to clients.

In previous roles, Tai demonstrated his proficiency by providing guidance to designers, training staff, addressing customer inquiries, conducting extensive research on code issues, and collaborating effectively with architects and designers. His dedication to ensuring compliance and safety standards has been evident throughout his career.

Tai exhibits exceptional knowledge of local, state, and federal safety standards, ensuring strict adherence to regulations. Holding ICC certifications as a Building Plans Examiner, Building Inspector, and Plumbing Inspector, he brings a well-rounded expertise to the building industry. urthermore, his background in mechanical engineering, technical supervision, general management, and project development, combined with his reliability in supporting team efforts, greatly enhances his performance in his role.

Work Experience

Senior Plans Examiner | TRB and Associates Inc. **2024 - Present**

- Senior Plans Examiner for jurisdictions on an as needed basis responsible for conducting fire and life safety plan review and inspections ensuring compliance with all applicable local, state, and federal agencies.

Plans Examiner | City of San Ramon, San Ramon, CA **2005 - 2024**

- Conducted residential and commercial architectural, mechanical, plumbing, and electrical plan reviews.
- Reviewed a wide range of projects, including:
  Non-Residential:
  - New constructions like malls, offices, and restaurants.
  - Tenant improvements for offices, restaurants, stores, warehouses, and more.

  Residential:
  - Single-family dwellings, involving both new constructions and alterations.
  - Multi-family dwellings, including new constructions and alterations.
- Performed over-the-counter plan checks, issued permits, and provided code resource services to customers via counter, email, and telephone inquiries.
- Assisted in training permit technicians and ancillary staff.
- Met with architects and designers before project submittals for review.
- Conducted field inspections as needed.

Plans Examiner I & II, Berryman & Henigar Inc. | Pleasanton, CA **2002 - 2006**

- *2005 - 2006:* Served as Plans Examiner II, conducting part-time residential and commercial architectural, mechanical, plumbing, and electrical plan reviews on an as-needed basis.
- *2002 - 2005:* Functioned as a Plans Examiner, overseeing residential and commercial architectural, mechanical, plumbing, and electrical plan reviews.
- Additional responsibilities included:
  - Provided guidance to designers on code compliance issues.
  - Assisted in training permit technicians and ancillary staff.
  - Addressed customer inquiries regarding plan checks and other matters.
  - Conducted research on code issues as requested by building departments.
  - Collaborated with architects and designers prior to project submissions for review.

Michael Osborn, PE, LEED AP | Senior Civil Plan Review Engineer

Licenses and Certifications

Registered Civil Engineer | 66022

LEED AP, 2009

Education

Bachelor of Science, Civil Engineering
California Polytechnic University, San Luis Obispo, CA

Caltrans Local Assistance Resident Engineer (RE) Academy

Affiliations

Leadership Santa Barbara County, Board of Directors

Leadership Fresno, Class 31

American Society of Civil Engineers (ASCE)

Michael Osborn is a senior engineer at Provost & Pritchard. With over 20 years of engineering experience, Mr. Osborn has been involved in a variety of public works, residential and commercial development, and educational facility projects. His areas of expertise include site grading design, Americans with Disabilities Act (ADA) site accessibility design and assessment, stormwater management, storm drainage, sanitary sewer systems design, street design, and site development.

Work Experience

Plan Check Engineer, Grading and Drainage Plan Check Services | City of Santa Clara, CA

Mr. Osborn is currently assisting the City of Santa Clara by providing grading and drainage plan check services for various projects in the city. Mr. Osborn has been a primary plan check engineer, reviewing on-site development and associated improvements in the public right-of-way in relation to demolition, grading and drainage. Projects have varied in size from single commercial buildings to multi-family residential to the multi-phased, mixed-use Related Santa Clara project.

City Engineer | City of Mendota, CA

Mr. Osborn is the current City Engineer for the City of Mendota. His responsibilities include management and coordination of the City's state and federally-funded street projects through the Fresno County Council of Governments (FCOB) and Caltrans DLAE and coordination with the City Manager and Public Works Department on infrastructure issues with streets, water, sewer, and storm drain. Mr. Osborn has a significant role in assessing and identifying pavement conditions and storm drain infrastructure issues and needs for the City and putting that knowledge to use in assessing potential flooding issues and coordinating pavement maintenance and street reconstruction.

Project Manager, On-Call City Engineering Services | City of Dinuba, CA

Mr. Osborn provided general civil engineering services to the City of Dinuba, assisting the City's Public Works Department to complete capital improvement projects for 18 months. Projects that were included under this contract ranged from providing civil engineering and land surveying for park facility upgrades, ADA compliance, updating the City's Urban Water Management Plan, development reviews, and grant writing assistance.

Project Engineer, ADA Assessment and Barrier Transition Plan, Community Regional Medical Center | Fresno, CA

Mr. Osborn was the project engineer responsible for completing an ADA compliance site self-evaluation of the Community Regional Medical Center campus. The exterior site-evaluation consisted of the paths of travel from parking stalls to building front doors, and paths of travel between buildings. Upon completion of the evaluation and results report, a Barrier Removal Plan was prepared and included a detailed list of compliance areas that needed to be addressed.

Project Manager, Ongoing Consulting Services, Santa Barbara Community College District | Santa Barbara, CA

Mr. Osborn was responsible for providing ongoing engineering services for the Director of Facilities & Operation and Campus Development. He prepared a pavement assessment of all three campuses within the District, which led to the District's first pavement management plan. In addition, he improved approximately 30,000 square feet of pathways, repaired or resurfaced approximately 10 acres of asphalt pavement, improved the sites of 27,840 square feet or modular buildings, and improved accessible parking and routes of travel around each project. Additional scope of services included mapping existing utilities and improving potable water and sanitary sewer facilities to new buildings. Mr. Osborn also studied slope erosion and prepared "on-call" emergency slope repairs, and provided site grading, paving, utility and storm water management improvements for new building construction as the project civil engineer on several architectural teams.

Michael Williams | Supervising Inspector

Certifications/Licenses

California ICC Certified:
- Building Inspector B5
- California Residential Building Inspector
- California Commercial Building Inspector

Certified in Oregon:
- Oregon OIC-OR Inspector
- Oregon SIA-Structural Inspector A-Level
- Oregon CAS-Residential Structural Inspector

- Linhart Peterson Powers Associates (LP2A) Training Institute – Certificate
- State Of California Safety Assessment Program (CAL OES)

Education

- U.S. Army Air Defense Artillery, Army Ranger School Ranger Indoctrination Program (RIP)
- Diablo Valley College (DVC) courses in Electrical, Plumbing, and Mechanical Codes

Computer Skills

- Permit Plus
- Accela
- Permit Track
- Sweeps

Michael WIlliams possesses over 20 years of experience in inspection services for commericial and residential projects encompassing inspections of building, structural, electrical, plumbing, mechanical, overall life safety standards, IOR projects, local zoning codes, construction documant review, issuing of building permits, as well as over the counter plan review. He is able to interpret and apply pertinent Federal, State, and local laws, codes, and regulations. Michael also has experience in all aspects of the construction industry.

Mr. Williams is highly motivated, hardworking, dependable, punctual, excellent team player with a “can do” attitude. Michael works well with the public, with his colleagues, in a leadership position, or alone, with strong interpersonal skills, high levels of productivity, reliability with excellent work ethic enabling successful interaction with clients, co-workers, and supervisors.

As an ICC Certified Building Inspector, Residential and Commercial Building Inspector, Michael is motivated to continue a career in the building and life safety field, and public service.

Work Experience

Supervising Inspector, TRB and Associates, Inc. **2023 – Present**

- Building Inspector for jurisdictions on an as needed basis responsible for inspecting residential, commercial, and industrial project types from start to finish.
- Communicates compliance elements with clients with solution driven resolve.
- Provides over the counter building plans examination for jurisdictions on an as-needed basis.
- Reviews building plans and related documents for compliance with California Building Codes, agency requirements and policies. Verifies that projects have obtained all necessary approvals; maintains records and prepares final plan sets for approval as needed.
- Project types range from residential alterations to light-gauge structures in commercial buildings.
- Project Manager for Disaster Recovery Operations and Program Development.
- Cal OES SAP Inspector experienced for multiple events.

Project Manager and Building Inspector, Private Consultant, CA./OR.	**2019 - 2023**
Building Inspector, Solano County, Fairfield, CA.	**2011 - 2019**
Consultant/Project Manager, Build Rite Construction, Bay Area, CA	**2009 - 2011**
Building Inspector, Solano County, Fairfield, CA.	**2006 - 2009**
Building Inspector, Private Consultant, Elk Grove, CA.	**2005 - 2006**
Electrical Apprentice/Construction Laborer, Steiny & Co.,Vallejo, CA.	**2000 - 2005**
Sargent, U.S. Army – Fort Drum Watertown, NY.	**1993 - 1998**

Douglas Kreiss | Senior Building Inspector

Certifications/Licenses

- ICC Certified Combination Dwelling Inspector - Uniform Codes
- ICC Certified Residential Combination Inspector
- ICC Certified Commercial Electrical Inspector
- ICC Certified Mechanical Inspector
- ICC Certified Plumbing Inspector UPC
- ICC Certified Mechanical Inspector UMC
- ICC Certified Building Inspector
- ICC Certified Plumbing Inspector
- ICC Certified Electrical Inspector
- ICC Certified Combination Inspector
- ICC Certified Commercial Combination Inspector
- California State Fire Marshal Fire Prevention 1A, 1B, 1C

Education

- University of Illinois, Champaign, IL, M.S.
- University of California, Berkeley, CA, B.A.
- College of Alameda, CA. A.A.

Douglas possesses over 20 years of building industry experience as a Certified Building Inspector. Douglas' extensive knowledge includes a wide variety of project types including all aspects of single and multi-family residential, commercial, and industrial structures. He has in-depth code knowledge as is adept at the practical application of the codes working with public agencies.

Mr. Kreiss most recently served as a Building Inspector for the City of Fremont. In this role, he provided expertise, staff training and interpretation of mechanical installation and inspection in addition to combination inspection duties in special projects. This has provided him with a wealth of building industry experience. Douglas has demonstrated outstanding customer service with the public, contractors and development community.

Douglas is also ICC certified in multiple areas including as a Building Inspector, Combination Dwelling Inspector – Uniform Codes, Plumbing Inspector UPC, Mechanical Inspector UMC, Commercial Combination Inspector, Residential Combination Inspector, Commercial Electrical Inspector, Mechanical, Electrical and Plumbing Inspector. He is also certified as a California State Fire Marshal for Fire Prevention 1A, 1B, and 1C.

Work Experience

Senior Building Inspector, TRB + Associates **01/2021 - Present**

- Senior Building Inspector for jurisdictions on an as needed basis responsible for inspecting residential, commercial, and industrial project types from start to finish.
- Contract Inspector for major projects and jurisdictions on an as needed basis.
- Communicates compliance elements with clients with solution driven resolve.

Building Inspector, City of Fremont **07/2001 - 06/2020**

- Senior Specialist assigned to provide expertise, staff training and interpretation of mechanical installations and inspection in addition to combination inspection duties in special projects.
- Projects included the City of Fremont corporation yard, two story private school buildings, churches, fire stations, multi-story apartment complexes, senior housing project, all seismic upgrades per the City of Fremont ordinance, high tech and hazardous occupancies, restaurants, single family residential projects.
- Duties also included coordination of staff vehicle maintenance and revision of Building Department forms

Combination Building Inspector, City of Fremont **05/2000 - 07/2001**

- High tech, commercial and industrial inspections, including Seagate, AXT HMT, Home Depot REI, City Beach, single family residential.

Combination Building Inspector, City of Pleasanton **09/1999 - 05/2000**

- Single family residential combination inspections and commercial inspections

Combination Building Inspector, Private Consultant **03/1999 - 09/1999**

- Assigned to the City of Dublin and Town of Danville
- Single family and multi-family residential projects

Union Carpenter, Private Consultant **01/1980 - 04/1999**

- Devcon Construction, Tisys Construction, Holvick Construction, Cramer Associates. Supervision, foreman, commercial industrial new construction, tenant improvements, tilt-up, wood and metal stud framing, interior and exterior finish work, cabinets, acoustic ceilings, computer floors, residential rough and finish construction

Sean Burke | Senior Building Inspector

Certifications/Licenses

ICC Certified
Plumbing Inspector
Electrical Inspector
Building Inspector

Professional Affiliations

B.A., Religious Education Minor in Christian Education

Computer Skills

Microsoft Office
Accela Permit Services software

Sean possesses over 24 years of experience in inspection services throughout Northern California encompassing housing inspections, quality control, and combination building code inspections for residential and commercial project types. Sean also has 12 years of experience as an electrician.

Sean's recent experience as a multi-trade inspector for several commercial projects includes helping support the jurisdictions of the County of Sacramento, Town of Loomis, and City of Colfax for both inspections and minor plan review.

As a collaborative leader, Sean provided exceptional leadership skills in managing, supervising, evaluating, and training 22 personnel at one of the busiest permit counters in the region. He has positive working relationships with clients, management, as well as his peers and maintains high levels of productivity and reliability with excellent work ethic to deliver high quality customer service.

Work Experience

Combination Building Inspector, TRB and Associates, Inc. **2022 – Present**

- Building Inspector for jurisdictions on an as needed basis responsible for inspecting residential, commercial, and industrial project types from start to finish.
- Communicates compliance elements with clients with solution driven resolve.

Building Inspector, Private Consultant **2019 – 2021**

- Functioned as a multi-trade inspector for several commercial projects (Placer County's New Coroner's Facility, WellQuest of Granite Bay & Amazon Distribution Facility in Turlock, CA)
- Helped support the jurisdictions of the Town of Loomis and City of Colfax for both inspections and minor plan review.

Permit Services Manager, City of Sacramento **2014 - 2019**

- Managed and oversaw the Building Department Permit Counter.
- Supervised 16 employees permit technicians and building inspectors.
- Supervised six (6) customer service reps assisting in checking in customers and processing payments and plans management.
- Responsible for a variety of complex clerical duties, primarily related to the intake and processing of building permit applications as well as constant communication and coordination with members of the public and City staff.

Building Inspector, City of Sacramento **1998 - 2014**

- Inspected new residential construction and remodels and light commercial tenant improvements.
- Managed facilities permit program, catering to commercial building owners with frequent tenant improvement to expedite their plan submittals and streamline their inspections.
- Supervised three (3) building inspectors assigned to the program.
- Responsible for supervising, evaluating, training, and coordinating the work of building inspectors performing inspection work in all phases of construction, alteration, and repair for compliance to approved plans, specifications, and state and local codes.

Electrician, Private Sector **1987 - 1998**

- Worked as an electrician in various private sectors in Northern California, located in Truckee, Gold River, and Sacramento.

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Brian Elder | Senior Building Inspector

Certifications/Licenses

- ICC Certified, Building Inspector
- ICC Certified, California Residential Building Inspector
- ICC Certified, California Commercial Building Inspector
- IAPMO Plumbing Inspector
- IAPMO Mechanical Inspector
- P.O.S.T. PC 832
- California General B CSLB Contractor License # 730875

Brian possesses over 20 years of experience providing inspection services to jurisdictions throughout Northern California. He possess extensive knowledge of the local environment including applicable codes, ordinances, climate and culture. He has inspected projects of all types and sizes and is able to inspect a wide range of residential and commercial projects.

His recent experience includes working as a Combination Building Inspector for a 550,000 sq. ft. Hotel Casino addition at Cache Creek Casino. He has also provided combination inspection services for various jurisdictions including Yolo County, the Cities of Grass Valley, West Sacramento, Sacramento, Vallejo, Winters and Town of Loomis. Brian managed and oversaw the building department and inspectors at the City of Grass Valley. As a licensed general contractor, Brian worked on a tract home construction for Shastan Homes in Chico.

Work Experience

Senior Building Inspector, TRB + Associates **11/2018 – Present**

- Contract inspector for jurisdictions on an as-needed basis responsible for inspecting residential and commercial project types

Combination Building Inspector, Private Consultant **07/2014 – 11/2018**

- Provided combination inspection services for the Cities of West Sacramento, City of Vallejo, City of Sacramento, Town of Loomis, City of winters, Yolo County and Cache Creek Casino
- Projects included single and multifamily residential, commercial, industrial buildings, large tilt up and ten story high rise buildings

Supervising Building Inspector, Private Consultant **11/2013 – 07/2014**

- Performed inspections of commercial, industrial, and residential construction (new, remodels, repairs and replacements) for conformance with applicable codes and ordinances
- Reviewed building plans and supporting material relevant to ensure compliance with various codes, ordinances and policies
- Conferred with city personnel, architects, contractors, and the general public on building code requirements and restrictions
- Reviewed records and reports of inspections for accuracy

Supervising Building Inspector, City of Orland, CA **03/2002 – 11/2013**

- Provided building, electric, plumbing, mechanical, and accessibility inspections for residential and commercial projects
- Performed inspections of all construction phases for compliance with applicable State and City codes and ordinances
- Conferred with city personnel, architects, contractors, and the general public on building code requirements and restrictions
- Verified workmanship and materials during all phases of residential, commercial and industrial construction projects and investigated violations as necessary
- Calculated building valuations and permit fees, collected fees and issued permits
- Verified contractor's licenses, and workers compensation insurance prior to issuing permits

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Jacqueline (Jacqui) Powers | Senior Permit Technician

Education

Bachelor of Arts, Chico State University

Licenses/Certifications

NFPA 472 Hazardous Materials Awareness

ICC Certified Plans Examiner *(expired)*

Jacqui Powers brings more than a decade of expertise in the building industry. As a Senior Permit Technician, she excels in navigating building practices and regulatory compliance across federal, state, and local levels. Jacqui is highly proficient in data entry, project coordination, and office administration, enabling her to effectively manage multiple projects while maintaining exceptional customer service standards. This includes her extensive experience in building and life safety for numerous jurisdications throughout California.

Work Experience

Senior Permit Technician, TRB + Associates **2017 - Present**

- Assist with Document Control for various projects
- Contract Permit Coordinator for jurisdictions on an as needed basis.
- Assist clients with questions and inquiries
- Manages the demands of multiple jurisdictions
- Reviews plans for new residential, additions, improvements and light commercial projects.

Plans Examiner | Permit Technician, Bay Area Municipal Consultant **2013 –2017**

- Provided plan review of residential and commercial projects; including additions and tenant improvements.
- Contract Permit Technician for multiple jurisdictions
- Document Control for various high scale commercial and power plant projects.

Event Director | Office Manager, Bay Area Catering **2009 - 2011**

- Managed all aspects of event coordination, including preparing proposals, negotiating contracts, discussing rental upgrade options with clients, developing event timelines, creating menus, collaborating with outside vendors, and arranging rentals.
- Recruited, trained, delegated tasks to, coached, and motivated event staff. Evaluated staff performance. Entered, retrieved, and updated event setup information, and produced event reports using a computerized event management system.

Event Director | Office Manager, East Bay Golf Course **2004 - 2009**

- Served as the "Command Center" for the office, addressing issues and relaying accurate information between sales staff, chefs, employees, and the managing partner. This included details on guest counts, menus, tastings, location, and timing.
- Compiled a monthly binder detailing all events and staff schedules for the managing partner, chef, and sales staff.
- Functioned as the office administrator, handling phone calls, emails, scheduling meetings and conferences, managing transportation and travel arrangements, and processing mail.
- Demonstrated proficiency in Microsoft Office programs (Word, Excel) and various email systems (1and1, Outlook).
- Skilled in QuickBooks for invoicing, billing, payroll, bill payments, and report generation.
- Managed the office schedule for all staff, including front of house and production, and supervised sales staff appointment setting.
- Monitored all accounts payable and receivable, maintained vendor relationships, processed client payments, created budgets, tracked inventory, and completed profit and loss statements.

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Fee Schedule

TRB and Associates offers the following fixed-fee and hourly rate schedules for services provided. Please note that Building Plan Review services are rendered on either a fixed fee or hourly rate basis, as noted below. If additional services are requested such as Building Inspection, Permit Processing, Staff Augmentation and Other services (e.g. MWELO, Civil Plan Review; CASp consulting), those services can be provided on an hourly basis at rates shown in the provided Schedule of Hourly Rates and Reimbursables.

Plan Review Services

Our plan review fees may be calculated as a percentage of the Plan Check Fee collected by the City. The fee compensation shown covers three total plan review cycles – the initial plan review and two rechecks. Any further review cycles which become necessary and reviews of revisions to approved plans would be billed on an hourly basis at the Senior Plan Review Engineer/Architect rate provided in the accompanying Schedule of Hourly Rates and Reimbursables. Please note that the turnaround timeframe for providing expedited and express plan reviews would be negotiated/mutually agreed upon prior to commencement of the review. Please also note that all plan reviews are subject to a minimum $250 fee.

Turnaround Timeframe* (in business days)	Structural Only Review	M/E/P Only Review	MWELO Only Review	Certified Floodplain Manager (CFM) Only Review	Complete Building Review (Structural, Life Safety/Disabled Access, M/E/P, Green, Energy)
Standard Generally, five-to-ten-day turnaround, as mutually agreed upon	50%	50%	70%	70%	70%
Expedited** As negotiated and mutually agreed-upon	Standard fee plus an additional 50 percent	Standard fee plus an additional 50 percent	Standard fee plus an additional 50 percent	Standard fee plus an additional 50 percent	Standard fee plus an additional 50 percent

* For exceptionally large/complex projects, 15-day first check and 10 day rechecks may apply, as mutually agreed upon prior to commencement of review.

** Turnaround timeframe would be mutually agreed upon prior to commencement of work.

*** Note: For other review scope combinations not specifically identified in the above table (e.g. Electrical Only, Mechanical/ Plumbing Only, etc.), the fee compensation would be on an hourly basis.

**** Projects with Calculated Plan Reviews Fees in Excess of $10,000 are eligible for negotiated cost.

Please note that the pickup, shipment, and delivery of hardcopy and/or electronic plan documents and other relevant correspondence to the City is included in the above-noted cost.

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Schedule of Hourly Rates and Reimbursables

The following billing rates apply for services rendered on an hourly basis:

Position	Hourly Rate
Principal	$205.00
Project / Division Manager	$175.00
Building Official	$165.00
Assistant Building Official	$155.00
Supervising Plan Review Engineer/Architect	$165.00
Senior Plan Review Engineer/Architect	$150.00
Senior Plans Examiner (Building & Fire)	$140.00
Plan Review Engineer/Architect	$135.00
Plans Examiner (Building & Fire)	$125.00
Supervising Civil Engineer	$225.00
Senior Civil Engineer	$200.00
Associate Civil Engineer	$180.00
Engineering Technician	$125.00
Permit Technician III	$ 95.00
Permit Technician II	$ 85.00
Permit Technician I	$ 75.00
Clerical/Admin	$ 70.00
Fire Protection Engineer	$225.00
Geotechnical Engineer	$255.00
CASp Certified Inspector/Examiner	$165.00
Grading/Storm Water Plan Review Engineer	$195.00
QSP Storm Water Inspector	$195.00
MWELO Plan Review/Inspection	$195.00
Inspection Task Leader / Inspector of Record	$155.00
Supervising Inspector	$145.00
Senior Inspector III	$135.00
Senior Inspector II	$130.00
Senior Inspector I	$125.00
Inspector II	$120.00
Inspector I	$110.00

- Overtime, Emergency, Expedited, and After-hours work is billed at the above-noted rates plus an additional 50 percent (Note that no overtime will be charged without client authorization). Please note that for any Emergency Call Outs, a minimum 8-hour fee applies.
- Project inspections subject to prevailing wage requirements are at the above-published rates plus 30 percent.
- All requested inspection and other staff-augmentation services are subject to a minimum 4-hour fee.
- Reimbursement for direct expenses incurred in connection with the work, will be at cost plus 15 percent.
- Reimbursement for non-City vehicles used in connection with the work will be at the current IRS rate plus 20 percent per mile.
- Other in-house charges for prints, reproductions and equipment use, etc. will be at standard company rates.

The above Schedule is valid through June 30, 2026 and may be adjusted thereafter to account for CPI changes, as mutually agreed upon.

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Litigation Claims Statement

To confirm, TRB does not have any litigation or claims threatened, pending, or filed, or filed then settled, in the past five years, or for the life of the firm.

Project Completions Statement

Also to confirm, TRB does not have any projects where it failed to complete any work awarded in the past five years, or for the life of the firm.

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Financial Stability

To confirm, TRB has experienced continued growth in its nearly 20 years in business, is in sound financial standing, and has a firm footing in the municipal consulting industry.

- Of note, TRB has successfully provided Community Development Department Support Services to the City of Benicia since 2007

Also to confirm, if selected, TRB is prepared to provide financial statements for the last 3 fiscal years if requested.

City Insurance Requirements Verification

As evidence of our firm's ability to meet the City of Benicia's insurance requirements as described in the Professional Services Agreement, a copy of our Certificate of Liability Insurance which is currently on file with the City of Benicia is included on the following page. To confirm, all requested coverage types and amounts are accounted for on our current and upcoming renewal certification [Please note, total Auto Liability Coverage totals $3 million, given Umbrella Liability Policy of $2 million in concert with $1 million Auto Liability Policy]

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/06/2024

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	CONTACT NAME: David Saechao-RM
The Liberty Company Insurance Brokers	PHONE (A/C, No, Ext): (888) 918-3960 FAX (A/C, No):
Lic #0D79653	E-MAIL ADDRESS: David.Saechao@libertycompany.com
5955 De Soto Ave, Ste 250	
Woodland Hills CA 91367	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : Valley Forge Ins Co	20508
INSURER C : Transportation Insurance Co	20494
INSURER D : Chubb National Insurance Company	10052
INSURER E : U. S. Specialty Insurance Co.	29599
INSURER F :	

INSURED: TRB AND ASSOCIATES, 3180 CROW CANYON PL #216, SAN RAMON CA 94583

COVERAGES CERTIFICATE NUMBER: CL2411541740 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER: Cyber			2097186534	11/10/2024	11/10/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Each occur/aggregate	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO X OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			7013446068	11/10/2024	11/10/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $ 5,000
C	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			7036238862	11/10/2024	11/10/2025	EACH OCCURRENCE AGGREGATE	$ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		71815616	12/18/2024	12/18/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Professional Liability			USS2435165	11/10/2024	11/10/2025	Each claim Aggregate Retention	2,000,000 2,000,000 25,000

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

Re: Proof of Insurance

CERTIFICATE HOLDER: TRB and Associates, Todd Bailey, 3180 Crow Canyon Place,Ste 216, San Ramon CA 94583

CANCELLATION: 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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Relevant Project Experience

TRB staff members have extensive experience providing plan review, building inspection, permitting and other Building Safety and Public Works support activities to municipal agencies. To help demonstrate our depth of knowledge, please find the following large projects profiled for your reference. Please note that additional project experience information and references follow the profiled projects.

RELATED Santa Clara Mixed Use Project | Agency: City of Santa Clara, CA

Valuation: $9 billion
Completion Date: Pending
Project address/location: Santa Clara, CA
Project contact person: City of Santa Clara; David Tran SE, Asst. CBO, (408) 615-2436
Scope of work: Combination Code Compliance Plan Review, including Grading & Drainage
Highlighted Key Team Members: Todd Bailey, Dan McLaughlin, Paul Armstrong, Dominic Ma, Karin Kuffel, Jim Johnson.

TRB was selected by the City of Santa Clara to provide Life Safety, Disabled Access, Structural MEP, Energy, Green Building, Civil, Stormwater, and Grading construction code compliance services, including Alternate Material and Methods support for Phase One of the Related Santa Clara multi-phased, mixed-use project.

The project at projected full build out (ie all phases) consists of 9.2 million square feet of mixed-use development with commercial office, retail / entertainment including a food market, 1,680 residential units, 700 hotel rooms, parking facilities, new open space, and roads, new / upgraded / expanded infrastructure and utilities, and approximately 5 million square feet of corporate office space. The first phase of the project comprises an 850,000 sf garage with 2 high rise towers, 1 mid-rise building, and multiple low rise structures located above (podium construction).

Hollywood Burbank Airport Replacement Passenger Terminal Project | City of Burbank, CA

Valuation: $700 million
Completion Date: In Progress
Project address/location: Burbank, CA
Project contact person: City of Burbank, Mario Osuna, PE, Building Official, (818) 238-5241
Scope of Services Provided: Combination Code Compliance Plan Review, including Grading & Drainage, MWELO, Traffic Engineering
Highlighted Key Team Members: Todd Bailey, Dan McLaughlin, Paul Armstrong, Dominic Ma, Karin Kuffel, Jim Johnson, Jeff Brooks, Michael Osborn, Jim Begley, Chris Rose

TRB was selected by the City of Burbank to provide Life Safety, Disabled Access, Structural, MEP, Energy, Green Building, Low-Impact Development (LID), Civil, Grading, and Geotechnical code compliance services and Alternate Materials and Methods Request (AMMR) support for the Replacement Passenger Terminal (RPT) project at Hollywood Burbank Airport. Plan review will also include any post permit modifications on an expedited basis. Our team participates in monthly project team meetings and meetings to discuss specific topics (i.e. AMMR, plan check submittal walkthroughs, and plan check comment questions) set up by the design team and City.

This project is using a progressive design-build approach for permitting and construction. The scope of the project includes: a new 355,000 SF, 14-gate passenger terminal building (which will replace the current terminal building), new on-airport publicly accessible roads to include a primary entrance road, loop road, recirculation road and also a secondary access road, as well as airport service vehicle roads, and dedicated facility access roads; a new 6-Level, 700,000 SF public parking structure and an employee-only surface lot; new aircraft apron between building and active taxiway; and a newly constructed ancillary building to replace existing airline cargo and ground service equipment/terminal maintenance buildings.

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Dual Tower 26-Story and 8-Story Mixed-Use Buildings | Agency: City of Oakland, CA

Valuation: $200 million
Completion Date: In Progress
Project address/location: Oakland, CA
Project contact person: Alain Placido SE | Supervising Civil Engineer
Scope of Services Provided: Combination Code Compliance Plan Review, Including Grading
Highlighted Key Team Members: Todd Bailey, Dan McLaughlin, Dominic Ma, Karin Kuffel, Jim Johnson

TRB provided Life Safety, Disabled Access, Structural, MEP, Energy, and Green Building code compliance services Code Compliance and Grading Plan Review for a 26-Story Type 1 podium tower with 270 market rate apartment units and accompanying 8-story mid-rise 90 unit affordable apartment building. Both buildings sit on a concrete podium. The podium includes 1 level above and 2 levels below grade, containing parking at all levels and community and retail functions at grade. Occupancy Groups: A, B, F-1, R-2, S-1, S-2.; Type of Construction: I-A; Number of Stories: 26 Building 1, 8 stories Building 2.

UC Davis Health – Aggie Square Mixed-Use Project | Agency: UC Davis Health

Valuation: $1.3 billion
Completion Date: In Progress
Project address/location: Sacramento, CA
Project contact person: UC Davis Health; Paul Menard RA, Building Official, (916) 734-7416
Scope of work: Fire Life Safety, Disabled Access, MEP Code Compliance Plan Review, Grading
Highlighted Key Team Members: Todd Bailey, Dan McLaughlin, Paul Armstrong, Dominic Ma, Jim Johnson, Jeff Brooks, Jim Begley

TRB was selected to provide Building and Fire and Grading Plan Review Services for the Aggie Square Project expansion of the UC Davis Medical Center from 3.5 to 6.2 million sf. The project consists of three high-rise towers and a separate mixed-use building (1.2 million s.f. portion). This multi-phase project includes research, laboratory, housing, and commercial components.

Sacramento Convention Center Expansion & Renovation | Agency: City of Sacramento, CA

Valuation: $240 million
Completion Date: 2021
Project address/location: Sacramento, CA
Project contact person: City of Sacramento; Daniel Valencia PE, Sr. Engineer (916) 808-7877
Scope of work: Combination Code Compliance Plan Review
Highlighted Key Team Members: Todd Bailey, Dan McLaughlin, Dominic Ma, Karin Kuffel, Jim Johnson, Jim Begley

TRB was selected to provide combination Plan Review for the large-scale and high-profile expansion (245,000 s.f.) and renovation (200,000 s.f.) of the Town's convention center facility. TRB reviewed the project for adherence to adopted building standards codes in Life Safety, Structural, MEP, Accessibility disciplines. TRB's scope of work included regularly scheduled telecommunication meetings to ensure schedule alignment. In addition, our firm was engaged in the evaluation of Alternate Materials and Methods requests to address several performance-based design elements on the project. Our review included assessment of a fire modeling study presented as part of the performance-based design consideration.

The Veranda Shopping Center | Agency: City of Concord, CA

Valuation: $75 million
Completion Date: 2019
Project address/location: Concord, CA
Project contact person: City of Concord; Ryan Pursely, PE CBO, Building Official, (925) 671-3173
Scope of work: Combination Code Compliance Plan Review and Inspector of Record
Highlighted Key Team Members: Todd Bailey, Dan McLaughlin, Dominic Ma

TRB provided comprehensive Plan review and Inspection services on the construction of this 6-anchor store shopping center which encompassed core and shell; assembly, retail, and business use tenant improvements. The project includes 12 buildings of various building types (concrete tilt-up, masonry, steel frame, and wood frame construction) having a combined area of 375,000 s.f.

Plan Review Experience

The following is a partial list of plan review projects worked on by our staff members. The project valuation for all below-referenced projects ranges from $1 million to over $1 billion.

Mixed Use

- Mixed-use Residential/Retail/Parking Garage (230,000 s.f.), Los Altos, CA
- New 39-Story High Rise Building, $110 million, 916 Broadway, Oakland, CA
- Santa Clara Square Project, $200 million, Santa Clara, CA
- Mixed-use Residential/Office, 630 I Street, Sacramento, CA
- Inglewood NFL Stadium, $1 billion, Inglewood, CA
- Agora Mixed Use Building, 1500 Newell Avenue, Walnut Creek, CA
- Anaheim Regional Transportation Center, Anaheim, CA

Government / Civic

- Packard Foundation Project, Los Altos, CA
- Veteran's Administration, Menlo Park Campus
- Sacramento Convention Center Expansion, $240 million, Sacramento, CA
- Anaheim Convention Center Expansion, Anaheim, CA
- Fire Station Remodel & Addition (12,000 s.f.), County of Marin, CA
- Performing Arts Center, County of Marin, CA
- Sonoma Academy School (99,000 sf), Santa Rosa, CA

Residential / Residential Care Facilities

- The Terraces Phase II (Res. Care Facility), Los Altos, CA
- Atria Senior Living (Residential Care Facility), Walnut Creek, CA
- Campus Crest Apartment Complex (240,000 s.f.), Sacramento, CA
- Brio Apartments, Walnut Creek, CA
- Arroyo Apartments, Walnut Creek, CA
- Valley Vista Senior Housing Complex (Res. Care Facility), San Ramon, CA

Biotechnology / Healthcare

- UC Davis Health System, Aggie Square Project, $1.3 billion, Sacramento, CA
- Kaiser Medical Office Building 2, $100 million, Redwood City, CA
- UC Davis Heath System, Midtown Clinic (100,000 s.f., I2.1 & B occs), Sacramento, CA
- Varian Inc. New Medical Research Facility (44,000 s.f.), Walnut Creek, CA
- Marin Health Campus - Buildings A-E, County of Marin, CA
- Children's Hospital TI, $37 million, Walnut Creek, CA

Commercial

- Macys Major Renovation & Addition, Walnut Creek, CA
- Major Office Remodel (Three 40,000 s.f. buildings), Pleasant Hill, CA
- Organic Material Composting Facility, $120 million, San Leandro, CA
- Santa Clara Bay Aquarium Learning Center, $42 million, Santa Clara, CA
- New Charles Schwab Building, 1231 S. California Blvd, Walnut Creek, CA
- New 6 Story Tech Campus Building, San Leandro, CA

Industrial and Power Plant Cogeneration Facilities

- Lodi Energy Center Project (300 MW), Lodi, CA
- Russell City Energy Center Project (560 MW), Hayward, CA
- Almond 2 Power Plant (300 MW), Ceres, CA
- Walnut Creek Energy Park (500 MW), Industry, CA
- SPG Solar Depot Park, Photovoltaic Array (2.1 MW), Sacramento, CA
- Shiloh Wind Farm (150 MW, 100 Turbines), Solano County

Inspection / Code Enforcement / Building Department Administration Experience

The following is a partial list of Inspection and Administrative assignments worked on by our staff members:

- **Building Official:**
  County of San Mateo, City of Concord, City of Oakley, California Energy Commission, City of Coronado, City of Signal Hill, City of Whittier, City of El Cerrito
- **Inspection:**
  City of Los Altos, City of Palo Alto, City of Sacramento, City of Vacaville, City of Richmond, City of Concord, County of Butte, City of Fairfield, City of San Ramon, City of Dixon, Town of Danville, City of El Cerrito, City of Oakley, County of San Mateo
- **Code Enforcement and Multifamily Inspection:**
  City of Petaluma, County of Solano, City of Concord, City of Antioch, City of Benicia
- **Permit Technician:**
  City of Los Altos, City of Santa Clara, City of Sacramento, County of San Mateo, City of Redwood City, City of Vallejo, City of Concord, City of Palo Alto
- **Delegate CBO Services: California Energy Commission:**
  Lodi Energy Center Project, Lodi, CA, Almond 2 Power Plant, Ceres, CA, Russell City Energy Center Project, Hayward, CA

Civil Engineering / Grading / MWELO Plan Review & Inspection Support Experience

TRB's experience providing Civil Engineering Plan Review and Inspection includes the following agencies:

- **City of Benicia**
- City of Santa Clara
- City of Burbank
- County of San Mateo
- City of Oakland
- City of Los Altos

Representative Client List

TRB staff members have extensive experience working with public agencies in California. The following is a partial list of Northern California local and State agencies served by our staff members.

LOCAL AGENCIES – NORTHERN CALIFORNIA		
City of Concord	City of Benicia	City of Richmond
City of Palo Alto	City of Redwood City	City of Sunnyvale
City of San Jose	City of Millbrae	City of San Leandro
City of Daly City	City of Burlingame	City of Walnut Creek
City of Sacramento	City of Lathrop	City of Fairfield
City of Roseville	City of Davis	County of Butte
City of Pleasanton	City of Dublin	County of Placer
City of Brentwood	City of Santa Clara	County of Sacramento
City of Pleasant Hill	City of Pinole	County of Marin
City of Hayward	City of Los Altos	County of San Mateo
City of El Cerrito	City of Martinez	County of Sonoma
STATE AGENCIES		
California Energy Commission	Division of the State Architect	Judicial Council of California
HCAi/OSHPD	UC Davis Health	UC Berkeley

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Agreement Requirements

To confirm, TRB has reviewed and agrees to sign City's Professional Services Agreement substantially similar to the form of Professional Services Agreement attached to the RFP. Also to confirm, upon contract award, TRB will register with the City's digital insurance tracking platform.

Forms

TRB's completed Proposal Authorization Form (Exhibit D) is included on the following page.

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Exhibit D

PROPOSAL AUTHORIZATION

NAME OF RESPONDENT TRB and Associates, Inc.

1. The above-named Respondent is a Respondent to the Request for Qualifications / Request for Proposals of the City of Benicia for professional services to prepare [On-Call Development Engineering Professional Services] and possesses the legal authority to submit this Proposal.

2. The undersigned is authorized to conduct all negotiations for and legally bind the Respondent in all matters relating to this Proposal submittal.

3. The undersigned has reviewed, understands, is able to comply with and agrees to be bound by the General Conditions Governing the RFP described in Section 7 of the RFP.

4. The undersigned grants the City a right to conduct reference checks and reasonable investigation of all information provided by Respondent.

5. The undersigned certifies that this Proposal is irrevocable until 120 days after its submission date.

Signature:

Print Name: Todd Bailey

Title: President and Secretary

Date: May 12, 2025

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26-035

PROFESSIONAL SERVICES MASTER AGREEMENT

(DEVELOPMENT ENGINEERING STAFF AUGMENTATION)

BETWEEN

CITY OF BENICIA AND

4LEAF, Inc.

This Professional Services Master Agreement ("Agreement") is dated July 1, 2025, and is by and between the City of Benicia, a political subdivision of the State of California ("CITY") and 4LEAF, Inc., a California Corporation located at 2126 Rheem Drive, Pleasanton, California 94588, licensed to do business in California, ("CONTRACTOR") relating to 4Leaf Master Service Agreement - On-Call Development Engineering Services Staff Augmentation (FY26-27) Services (“Services").

1. Agreement

1.1. 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 by the City Manager, or designee who is hereby authorized to execute any Task Order and issue a Notice to Proceed, without further action by the City Council, provided the Task Order is within the total authority of this Master Service Agreement. Amendments to this Master Service Agreement require City Council approval.

Development Engineering Services may include, but not be limited to:

A. Construction Inspector

B. Engineering Technician

C. Civil Engineer

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.

1.2. Term of Agreement

A. This Agreement will conclude on June 30, 2027 unless it is extended in accordance with paragraph B below.

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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.

1.3. 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.

1.4. Compensation

CONTRACTOR shall be compensated, a total value not to exceed $325,000 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 not to exceed 5% or the current year's February change of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Francisco-Oakland-Hayward, CA index, whichever is lower, and must seek CITY's authorization for rate changes. 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.

1.5. 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 in excess of $1,000.00, where prevailing wages are required by 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 City's Public Works 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 subconsultants shall keep and

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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. If the Agreement exceeds $2,000 and is funded with federal funds, then CONTRACTOR shall pay federal Davis Bacon wages and comply with applicable federal requirements.

B. 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.

C. CONTRACTOR, where applicable, 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.

1.6. 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

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in addition to, and shall not in any way be limited by the insurance obligations contained in this Agreement.

B. **Patent Rights, Copyright, Trade Secrets:** CONTRACTOR 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.

C. **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 artd will survive termination of this Agreement.

D. **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.

E. **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.

F. **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.

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G. **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 al I 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

1.7. 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.

1.8. 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.

1.9. 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.

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1.10. 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 based on a final invoice from the CONTRACTOR.

1.11. 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 I 101, 1102and1102.1; 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.

1.12. 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

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2. Possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel. (2Cal. Code Regs. § l8700(a) (2))

1.13. 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.

1.14. 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.

1.15. 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.

1.16. 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.

1.17. 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.

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1.18. 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.

1.19. 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 during the terms of this Agreement.

1.20. 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.

1.21. 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: Stacy Hofacre

Senior Management Analyst

shofacre@ci.benicia.ca.us

To Contractor: Kevin J. Duggan

President

kduggan@4leafinc.com

1.22. 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.

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1.23. 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.

2. Insurance Requirements

2.1. INSURANCE REQUIREMENTS

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated July 1, 2025, by and between 4LEAF, Inc., hereinafter referred to as "Contractor", and the City of Benicia, hereinafter referred to as "City", providing for professional services.

2.2. 1. Contractor's Duty to Show Proof of Insurance

Contractor, 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 Contractor's acts, errors, or omissions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Contractor shall not perform any work under this Agreement until Contractor 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, Contractor 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, Contractor 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. Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or City as an additional insured.

2.3. 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

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for liability arising out of Contractor'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. Contractor 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.

2.4. 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.

2.5. Workers' Compensation Insurance

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

2.6. 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.

2.7. 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.

2.8. Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Contractor, at Contractor'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.

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2.9. Insurance terms and conditions:

3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Contractor shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Contractor 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. Contractor 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 Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor 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 Contractor is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Contractor'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 Contractor'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 Contractor 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 Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor. City, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Contractor agrees to reimburse City for

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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 Contractor 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 Contractor and its Subcontractors shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Contractor's fees under this Agreement (and the fee of its Subcontractors under Subcontractor agreements) shall be reduced by the amount of insurance premiums that may be avoided by Contractor and its Subcontractors 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 Contractor's and Subcontractors policies. Construction Manager and its Subcontractors shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

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

"4LEAF, Inc." By: DocuSigned by: Kevin Duggan 813734D554DD4B5... 6/25/2025

Kevin Duggan

Its: President

"City" By: _____

Its: _____

"Department" By: _____

Its: _____

"City Attorney" By: _____

Its: City Attorney

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Exhibits List

A - Scope of Work

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Exhibit A

Scope of Work

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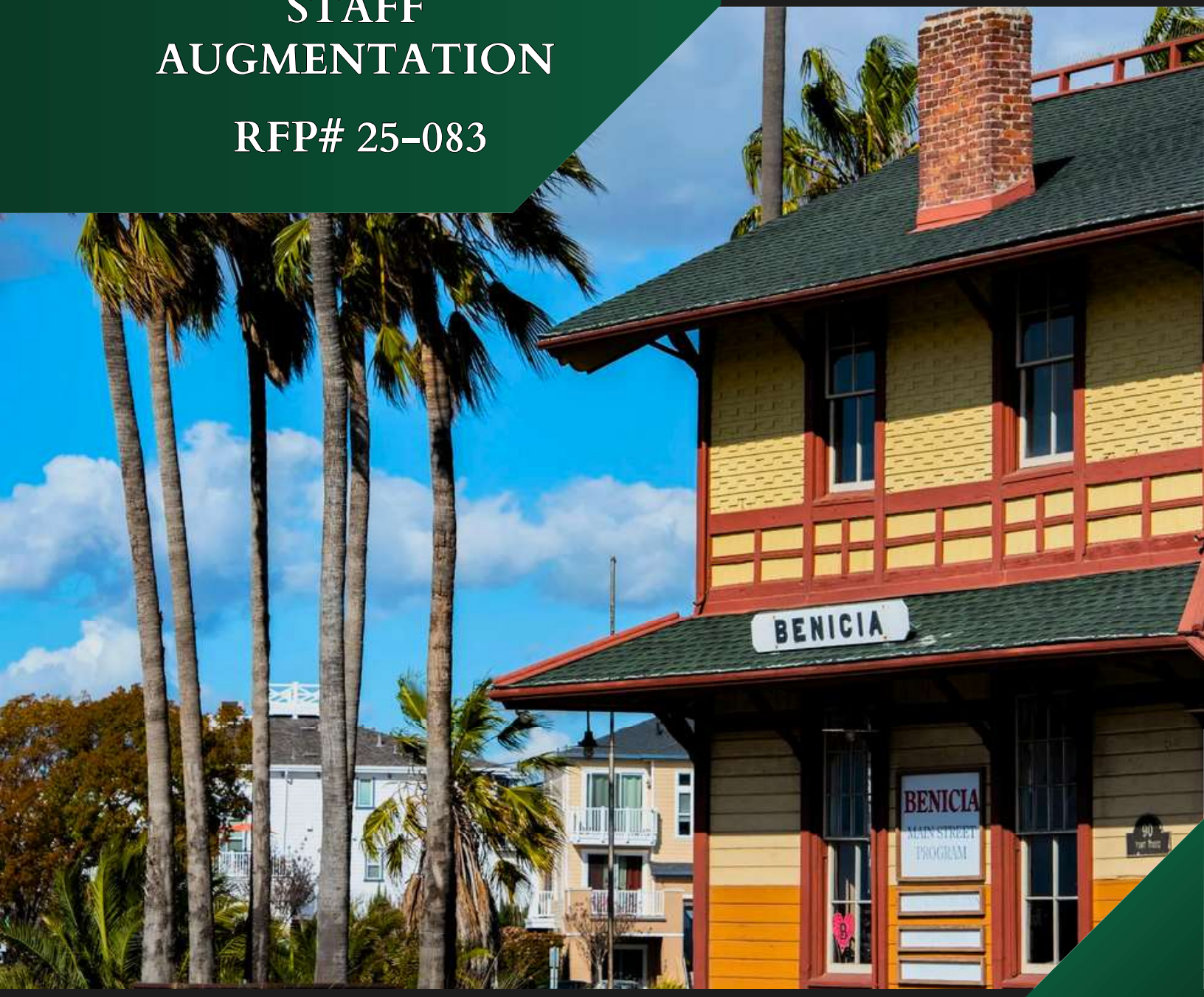
Attachment 6 - 4LEAF - Staff Augmentation Master Service Agreement

PROPOSAL TO PROVIDE ON-CALL DEVELOPMENT ENGINEERING SERVICES – STAFF AUGMENTATION

RFP# 25-083

TO THE

CITY OF BENICIA



4LEAF, INC.
2126 RHEEM DRIVE
PLEASANTON, CA 94588
(925) 462-5959

MAY 12, 2025

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PROPOSAL TO PROVIDE

ON-CALL DEVELOPMENT ENGINEERING SERVICES – STAFF AUGMENTATION

TO THE

CITY OF BENICIA

SECTION 1

COVER LETTER

4LEAF, IN

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City of Benicia
Community Development Department
250 East L Street
Benicia, CA 94510
Attn: Suzanne Thorsen; Community Development Director, Stacey Hofacre; Permit Services Analyst

May 12, 2025

RE: Proposal to Provide On-Call Development Engineering Services – Staff Augmentation, to the City of Benicia

4LEAF, Inc. (4LEAF) is pleased to present our proposal to provide On-Call Development Engineering Services – Staff Augmentation, to the City of Benicia (City). 4LEAF has been providing plan check, inspection, and other related services to numerous public clients throughout California for over 24 years. We look forward to the opportunity to provide these services to the City. 4LEAF is uniquely qualified and is an ideal consultant choice for the following reasons:

☑ Familiar Consultant and Local Presence

4LEAF is currently working with the City of Benicia to provide On-Call Building Plan Review, Inspection, and Development Engineering Services. This has allowed us to become familiar with the City's processes and procedures. In addition to serving the City, 4LEAF has provided services to numerous Bay Area municipalities. As such, our firm has the necessary local staff to address any needs the City may have. Some of 4LEAF's local clients include:

- City of Oakland
- City of El Cerrito
- City of San Leandro
- City of Newark
- City of Union City
- City of Richmond
- City of Pinole
- City of Brentwood
- City of Pittsburg
- City of Berkeley
- City of Walnut Creek
- City of San Pablo
- County of Alameda
- County of Contra Costa
- County of San Mateo

☑ Full-Service Firm

As a full-service firm, 4LEAF can provide departmental services to aid with high project workloads that require additional staff assistance. We provide jurisdictions with Building, Planning, Public Works, and Fire Department services and have qualified staff available to serve the City with remote, on-site, part-time, or full-time project needs. For the scope of this contract, our services include:

- **Development Engineering:** We provide full-service civil engineering support for development projects, including grading, drainage, stormwater, and utility reviews. Our team of licensed professionals ensures timely and thorough plan checks for subdivision improvements, site development, and infrastructure design. With a strong understanding of municipal standards, we help streamline project delivery and maintain compliance with all applicable codes.
- **Inspection:** We have over 200 inspectors on staff who specialize in Public Works, Residential, Commercial, Industrial, Energy, Fire, ADA, Solar, and HCAI (OSHPD) projects. We have a track record of providing inspectors as-needed for long- or short-term projects, including one day assignments to cover staff training, sick days, vacation days, or spikes in permit activity.

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☑ Key Personnel

Gene Barry, PE: Gene has over 30 years of public works and engineering experience, with the technical expertise and leadership to support all development engineering needs of the City. He will ensure high-quality Public Works/Construction Inspection services are delivered efficiently and in full alignment with City standards.

Craig Tole: With nearly 20 years of Community Development Department experience, Craig has the requisite expertise to manage all as-needed requests from the City of Benicia. Craig will ensure that 4LEAF provides curated staff to meet the City's specific plan review and inspection needs.

Lowell Brown: Lowell has over 40 years of experience in the Regulatory Building Industry, working across both public and private sectors. His expertise in code compliance allows clients to rely on 4LEAF for technical guidance, while also understanding the challenges faced by the development team.

Michael Loomis, SE, CBO, CASp, PMP: As 4LEAF's Director of Structural Engineering, Michael is responsible for managing 4LEAF's Plan Review clientele. He will be responsible for all expedited requests, quality control, and performance of critical plan reviews assigned by the City.

Scott Martin, PE: Scott is a veteran plan check engineer with decades of experience providing plan check for various project types. He serves as 4LEAF's Quality Control Manager, playing a vital part in our quality control process and ensuring plan checks meet proper standards.

Vanessa Morales: As Plan Review Coordinator Manager, Vanessa supervises the internal routing and completion of plan reviews. Additionally, she is responsible for the training of 4LEAF's permit technician staff to ensure they are prepared to meet the needs of the municipality they are assigned.

☑ Leadership

The contract with the City of Benicia will be managed by Craig Tole and Lowell Brown. Together, they have over 60 years of experience in the Community Development industry, equipping them with the expertise needed to provide our municipal clients with top-tier staff for their projects and personnel needs.

President	VP, Community Development	4LEAF Local Office
Kevin J. Duggan Office: (925) 462-5959 Mobile: (925) 250-7602 Email: KDuggan@4leafinc.com	Craig Tole Office: (925) 462-5959 Mobile: (925) 580-4055 Email: CTole@4leafinc.com	2126 Rheem Drive Pleasanton, CA 94588 Office: (925) 462-5959 Website: 4LEAFINC.COM

We appreciate this opportunity to present our proposal. If you have any questions or require additional information, please feel free to use the contact information above.

Respectfully submitted,

Kevin J. Duggan
President

Craig Tole
Vice President, Community Development

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PROPOSAL TO PROVIDE

ON-CALL DEVELOPMENT ENGINEERING SERVICES – STAFF AUGMENTATION

TO THE

CITY OF BENICIA

SECTION 2

PROJECT ORGANIZATION CHART

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SECTION 2: PROJECT ORGANIZATION CHART

THE CITY OF BENICIA CALIFORNIA

VP, Public Works
Gene Barry, PE

Exec. PM / VP, Community Dev.
Craig Tole

Project Manager
Lowell Brown

Dir. Structural Engr.
Michael Loomis, SE, CBO, CASp

QC Mgr. / Sr. Civil Engr.
Scott Martin, PE

Plan Review Coord. Mgr.
Vanessa Morales

ADDITIONAL ON-CALL SUPPORT STAFF

ENGINEERING

Daniel Wolfe, PE	Kaydi McNaughton
Yofi Autie, PE	R. El-Rabaa, PE
S. Yauchzee, PE	May Nameni, PE
Jeff Addison, PE	Jose Lopez, PE

CONSTRUCTION / PUBLIC WORKS

Matt Newton	Josh Pickett
Alex Lavrov	Robert Romero
Chad Martin	Chris Bryden
Clayton Jones	Mike Manning

Over 250 Additional On-Call Staff Available

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ON-CALL DEVELOPMENT ENGINEERING SERVICES – STAFF AUGMENTATION

TO THE

CITY OF BENICIA

SECTION 3

DESCRIPTION OF RESPONSIBILITES

4LEAF, I

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SECTION 3: DESCRIPTION OF RESPONSIBILITIES

We understand that the City of Benicia is seeking experienced firms to support Development Engineering services through on-call staff augmentation. Our team brings extensive municipal experience and is well-equipped to provide timely, professional support across a broad range of residential, commercial, and infrastructure projects. With a strong background in public sector development review, our qualified staff can step in seamlessly to assist City personnel with inspections, plan reviews, permit processing, and project coordination.

Proven Experience in Municipal Engineering Support

4LEAF has a long-standing track record of partnering with local governments to deliver effective and efficient engineering services. We have successfully supported cities by providing qualified Civil Engineers, Inspectors, and Engineering Technicians to perform essential development tasks, including grading and utility inspections, stormwater compliance, and plan checks for private and public improvements. Our team emphasizes collaboration, consistency, and attention to detail, helping to ensure high-quality service and minimize project delays.

Commitment to Timely and Reliable Service

We understand the importance of maintaining project momentum. Our staff are committed to meeting established review and inspection timelines with prompt turnaround on inspections, initial and resubmittal reviews. By working closely with City staff and applicants, we help resolve issues early and keep projects moving forward.

Knowledge of Applicable Codes and Standards

Our team is well-versed in the most current Federal, State, and local regulations that affect Development Engineering projects in California. This includes, but is not limited to, compliance with the following:

- City of Benicia Municipal Codes
- California Building Standards Code (CBSC)
- Geotechnical and Soils Review Standards
- California Stormwater Quality Association (CASQA) Guidelines
- National Pollutant Discharge Elimination System (NPDES) Requirements

All reviews and inspections are completed in compliance with the most current versions of these standards, and our comments are clearly documented to support efficient plan revisions and approvals.

Integration with City Systems

4LEAF staff are fully trained in the use of **OpenGov** Permitting and Licensing software for managing inspection reports, comments, and documentation. Our staff also conduct plan reviews within **Bluebeam**, providing real-time markups and clear feedback to streamline the review process.

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ON-CALL DEVELOPMENT ENGINEERING SERVICES – STAFF AUGMENTATION

TO THE

CITY OF BENICIA

SECTION 4

TEAM MEMBERS

4LEAF, IN

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SECTION 4: TEAM MEMBERS

Management Team

Gene Barry, PE – Vice President, Public Works

Gene has more than 32 years of engineering and project management experience. He has experience as a project manager, construction manager, environmental engineer, field engineer, construction surveyor, soils tester, and quality assurance inspector. His experience includes performing constructability reviews, developing work plans, reviewing plans and specifications and monitoring contractor's conformance with the project scope of work, developing and monitoring project schedules, establishing project scopes of work, performing bid evaluation and cost- benefit analyses, preparing and evaluating detailed cost estimates, and monitoring project budgets. Gene is a California Qualified SWPPP Developer (QSD), has extensive experience preparing storm-water pollution prevention plans (SWPPP), and is very knowledgeable regarding the State of California's General Construction Permit for stormwater discharge.

Office - (925) 462-5959 | Cell – (925) 383-4815 | Email – GBarry@4leafinc.com

Craig Tole – Exec. Project Manager / Vice President, Community Development

Craig has served Community Development Departments for the past 20 years under the supervision of the company President. Among Craig's responsibilities include the day-to-day contact with many of 4LEAF's clients in the Building & Safety, Engineering, and Construction Management industries. Craig has successfully managed a multitude of inspection projects ranging from $1 million to $6 Billion. Craig also manages numerous County IOR programs including San Mateo County PDU, Santa Clara County FAF, Alameda County GSA, and Santa Cruz County GSD.

Office - (925) 462-5959 | Cell - (925) 580-4055 | Email - CTole@4leafinc.com

Lowell Brown – Project Manager

Lowell brings over 40 years of experience in the regulatory building industry, having worked in both public and private sectors. His expertise in site development and building systems allows for project coordination that aligns with the best interests of our clients. While managing Architectural, Mechanical, Electrical, and Plumbing plan reviews, Lowell has simultanisly represented 4LEAF on major projects for jurisdictions from Power Generating Stations, Hydrogen Facilities, Chip Manufacturing to Data Centers. His philosophy centers on training and supporting both staff and clients as their liaison to ensure compliance and to maintain flourishing relationships throughout the plan review and construction phase.

Office - (925) 462-5959 | Cell - (925) 890-9979 | Email - LBrown@4leafinc.com

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Michael Loomis, SE, CBO, CASp, PMP – Director of Structural Engineering

With more than 28 years of expertise in the industry, Michael has an excellent working knowledge of all types of construction, including architectural, structural, electrical, mechanical, and plumbing systems. Michael is extremely committed and has shown dedication by obtaining multiple certifications through the International Code Council (ICC), and is a Certified Access Specialist, (CASp). Michael is an adaptable leader that quickly identifies departmental issues and solves them by utilizing his ample experience.

Office - (925) 462-5959 | Cell - (831) 620-2305 | Email – MLoomis@4leafinc.com

Scott Martin, PE – Quality Control Manager / Senior Civil Engineer

Scott has over 27 years of engineering experience and has performed a multitude of plan review for many different project types including commercial structures, residential structures, schools, hospitals, and various municipal reviews for clients throughout the country. Scott's duties include the review of plans submitted to local jurisdictions, creation and submission of plan review letters, and constant communication with all project stakeholders.

Office - (925) 462-5959 | Cell - (559) 348-7101 | Email – SMartin@4leafinc.com

Vanessa Morales – Plan Review Coordinator Manager

Vanessa serves as 4LEAF's Plan Review Coordinator Manager, supervising the internal routing and completion of plan reviews, ensuring that all projects are handled efficiently and in compliance with regulations. Vanessa is also responsible for training 4LEAF's permit technician staff, equipping them with the skills and knowledge needed to meet the specific needs of the municipalities they serve.

Office – (925) 462-5959 | Cell - (925) 789-9917 | Email - VMorales@4leafinc.com

On-Call Supporting Staff

Kaydi McNaughton – Engineering Technician II

Kaydi has more than 12 years of project management experience and has successfully coordinated and communicated with construction managers, contractors, subcontractors, and agencies. She has managed project coordination through completion. Kaydi is known for championing best practices is highly organized, customer-focused, and a strong team leader with excellent communication skills. She is proficient in BIM 360, Procore and the Construction Management Information System (CMIS).

Daniel Wolfe, PE – Senior Civil Engineer

Daniel is a highly capable Civil Engineer with over 24 years of experience across a variety of projects. He is skilled in interpreting and applying California Building Codes, Civil Plan Review, Computer-Aided Design (CAD), Construction, and Structural Analysis. Furthermore, Daniels extensive experience within local government has made him highly proficient in coordinating and cooperating with various departments in the pursuit of the successful completion of any project. Daniel's broad range of experience has shaped him into a capable leader and communicator, able to collaborate effortlessly with any team he joins.

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Matt Newton – Senior Construction Inspector

Matt has more than 30 years of experience in the construction industry. He offers 23 years of inspection experience working on storm, sanitary, street lighting, traffic signal capital improvements, and three years on residential development projects. Matt has inspected various underground utility installation methods including cut and cover, directional drilling, pipe bursting, and fusion welding of HDPE pipe. Matt also has seven years of experience working in the City of San Jose Survey Department. As a Principal Construction Inspector with the City of San Jose, Matt took a supervisory role in training and mentoring new staff and City inspectors in using the Virtual Project Manager website to improve documentation for capital improvement program (CIP) projects. Matt excels at maintaining effective and positive communications between various project stakeholders, inspectors, project managers, and engineers to find solutions to unforeseen complications that may arise while working on construction and CIP projects.

Josh Pickett – Construction Inspector

Josh has more than six years of experience in the construction industry performing construction inspections, quality control inspections, and special inspections/materials testing on a variety of heavy civil engineering projects throughout the United States. His experience includes inspecting underground utilities (sanitary sewer pipelines including pipe bursting and open trench installations, storm drain lines, natural gas, domestic and reclaimed water lines, and electrical conduit); above-ground electrical lines; grading and earthwork; and bridge construction projects. Josh has excellent written and verbal communication skills and has experience with numerous computer software platforms including MS Office and SharePoint, Procore, and BlueBeam.

Alex Lavrov – Construction Inspector

Alex is an Engineer in Training (EIT) with more than 27 years of experience in the construction industry. His experience includes 20 years performing construction inspections on Transportation System and Public Works projects, and four years performing material testing and special inspections in support of Capital Improvement Program (CIP) projects. His experience includes inspecting CMU buildings; electrical and MCC panels; pump system installations and commissioning; underground utility installations (sanitary sewer mains, laterals, and manholes; storm drain catch basins and piping; and electrical conduit, wiring, and components); utility vaults; backup generators; underground storage tanks; grading and earthwork; street restoration; traffic signal installations; and concrete curb, gutter, and sidewalks. Alex has excellent written and verbal communication skills and a proven track record of performing and coordinating with various project stakeholders to ensure a project's successful completion.

Robert Romero – Construction Inspector

Robert has more than 24 years of experience as a Construction Inspector. His experience includes maintaining excellent working relationships with co-workers and providing outstanding customer service to the public. He has inspected a variety of Capital Improvement Program (CIP) projects including flood control facilities including levees, roadways including various AC paving techniques, sidewalks, curb and gutters, and storm drain systems. He has extensive experience serving as a liaison between the public, general contractors, engineers, and supervisors. He ensured questions were addressed, disputes were settled, traffic control and storm water best management practices (BMPs) were installed and maintained, and project plans and specifications were met.

Full Resumes, including qualifications, education, and professional certifications, for Management and On-Call Supporting Staff have been submitted to the corresponding questionnaire via the City's procurement portal.

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ON-CALL DEVELOPMENT ENGINEERING SERVICES – STAFF AUGMENTATION

TO THE

CITY OF BENICIA

SECTION 5

APPROACH

Docusign Envelope ID: 4633CD85-C974-449D-A023-B186175FC3C4

SECTION 5: APPROACH

4LEAF understands the City's goal of minimizing response times and improving customer service by supplementing in-house staff with highly qualified development engineering personnel. Our objective is to integrate seamlessly with City staff to provide responsive, cost-effective, and professional services across key areas such as Construction Inspections, Plan Review, Permit Processing, and Project Management. Our qualified professionals are available on an as-needed, part-time, or full-time basis—ensuring City operations continue uninterrupted during staffing gaps, peak workloads, or special project demands. 4LEAF offers full flexibility in staffing solutions, including rapid deployment and continuity of service with the same personnel when requested.

Construction Inspection Services

4LEAF has extensive experience performing our services for a variety of capital improvement program (CIP) projects. The inspection consultant must be flexible to provide part-time and/or full-time services as deemed necessary. Having worked with many public agencies and private owners, we know how to accomplish the roles of construction managers and inspectors on projects of all sizes, durations, and complexities from conception to completion. We realize it's not always an easy task. Procedures must be followed, and documentation must be maintained to properly document and close out a project. We are not satisfied with just knowing how to do our job; we want to continue to improve our efficiency. 4LEAF is dedicated to improving the effectiveness of our methodology that helps our clients achieve their goals.

4LEAF can provide inspection services for the following types of projects:

- Water/Wastewater Treatment Facilities
- Creek & Channel diversions
- Levees
- Culverts
- Roadways
- SS and Storm Water Conveyance Systems
- Transportation Projects
- Bridges
- Traffic Signals / Streetlighting
- Grading & Earthwork
- Bicycle & Pedestrian Facilities
- Pump Stations
- Retaining Walls
- Park and Recreation Facilities
- Government/Municipal Facilities
- Comfort Stations

Approach and Methodology

The following provides a summary of the typical inspection services that would be performed under this contract. Once a Notice to Proceed (NTP) has been issued by the City, 4LEAF will provide inspection services for the three distinct elements or phases of typical CIP projects: *Pre-Construction*, *Construction*, and *Post-Construction.*

Pre-Construction Phase

During Pre-Construction, the 4LEAF team will establish immediate and routine contact and communication with the project's team including the City, the contractor, utility companies, and other project stakeholders. We will take steps to ensure successful collaborations with each of these entities. The following are key tasks that are typically performed by our construction inspectors during the Pre-Construction Phase of a project:

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- Attend a project kickoff meeting with City, design team, and other project stakeholders to discuss the project and identify key issues.
- Perform pre-construction project site condition inspections.
- Attending the pre-construction meeting / conference (to be chaired by the City).
- Become familiar with the City's project document control and filing system.
- Perform Public outreach (typically performed in conjunction with the contractor providing Public notices as required in contract documents).

Construction Phase

From day 1, 4LEAF's assigned inspection staff will work with the City to run an efficient and quality project. Prior to commencement of work, 4LEAF's staff will work with the City's Project Manager (PM) or Construction Manager (CM) to verify the contractor has performed all the necessary work that is required including securing all requirement permits and approvals, providing notifications to underground utility providers, ensuring any required pre-construction biological or archeological surveys are performed per the project requirements, ensuring notifications of nearby residents and businesses, ensuring installation of Best Management Practices (BMPs) as per the approved stormwater pollution prevention plan (SWPPP) or erosion control plan (ECP), ensuring installation of all required traffic control signs, and ensuring installation of construction advisory signs. Once construction has begun, 4LEAF staff will perform on-site inspections to check the quality and quantity of the work performed by all trades and guard the City against defects and deficiencies in the work by the contractor. The following represents the general responsibilities for providing inspection services CIP projects.

- Provide daily inspection and documentation for all job-related activities.
- Monitor and document contractor's work for adherence to contract plans and specifications as well as their traffic control plan and health and safety plan.
- Collect daily digital photographs and provide continual review of plans and specifications.
- Maintain project files and logs.
- Assist the City's PM or CM in reviewing quantities provided in contractor progress payments.
- Assist the City's PM or CM for reviewing change order requests.
- Attend all weekly construction meetings.
- Report all discrepancies requiring corrective actions to City staff.
- Meet with contractor to review proposed work and schedule inspections.
- Maintain written progress of quantities measured for each bid item.
- Coordinate with utilities for potential conflicts.
- Document any extra or force account work.
- Monitor contractor's general compliance with its safety program and advise the City of observed deficiencies.
- Inspect materials and equipment upon delivery for compliance to construction contract documents.
- Recommend acceptance of the work when it is satisfactorily completed. Track non-compliant work separately until work is satisfactorily completed and accepted.
- Coordinate and schedule special inspections and materials testing.
- Maintain test reports and logs of any verification tests performed.
- Perform public outreach and coordinate with nearby residents and businesses for scheduling and address complaints / inquiries during construction.

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Post-Construction Phase

Inspection duties for the post-construction and contract closeout phases consist of two distinct closeout elements: physical closeout and document closeout. Project deliverables are included below.

Physical closeout consists of a series of inspections performed to document that the work is complete to one of two levels: (1) Substantial Completion – when work, or a designated portion of the work, is sufficiently complete that the client or the public may utilize it; or (2) Final Completion – acceptance by the client that the project is completed in full. Applicable certificates may be issued at each stage of completion, and punch lists will be updated during each inspection.

Document closeout is the process of assembling and transferring the required contract files from 4LEAF to the City when the contract is complete. Documents typically include project correspondence, change orders, change notices, RFIs, submittals, warrantees, and claims. 4LEAF's Inspector will transfer all the necessary documents as either hard copies or electronic copies of the documents to the City. 4LEAF's Inspector will compare their red-lined markups of the plans with the contractor's red-lined markups and will submit a reconciled set to the City for the designer of record to produce "as-built" drawings.

Projects requiring OSHPD, DSA, ICC, Etc.

4LEAF maintains an updated database complete with each inspector's skillsets, certifications, project history, continuing education, etc. Our Project Manager will work closely to identify the right inspector for each assignment/task. 4LEAF has a proven track record of providing Inspectors for daily assignments or specialty assignments—this includes staff augmentation and project staff augmentation roles.

Status Updates

Keeping the City informed of project/contract status is as important as physically doing the work. As such, our PM will keep the City's Construction Manager apprised of project status through regular progress and budget reporting. We will report progress, identify potential problem areas, and keep the City informed on budget and schedules on a regular basis.

To accomplish the above, we propose two reporting tools, 1) a Work Order Tracking Report and 2) Monthly Expenditure Reports. These reports will be updated monthly, submitted to the City Construction Manager, and reviewed in a monthly update meeting. The frequency of reporting/meeting and content of each report will be discussed in detail with City staff following contract award.

Work Order Tracking	Monthly Expenditure Reports
Our Project Manager will submit a monthly expenditure report for each Work Order to include the following: ➢ Work Order status ➢ Notice to Proceed (NTP) date ➢ Schedule ➢ Budget ➢ Expended amount to date ➢ Remaining budget to date ➢ Pertinent Comments	Our Project Manager will submit a monthly expenditure report for each Work Order to include the following: ➢ Percent of completion ➢ Percent expended ➢ Summary of monthly activity ➢ Identification of problem areas

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In addition, the monthly expenditure report will include a Work Order summary, a list summarizing budget and status, and a monthly invoice summary (i.e.: invoiced this month, prior amount invoiced, billed to date, etc.).

Engineering Technician Services

4LEAF provides skilled Engineering Technicians with civil engineering and municipal background in:

- Construction and development plan review
- Engineering calculations and permit analysis
- Submittal tracking, public counter assistance, and inspection support
- Review of maps, legal descriptions, and grading plans for compliance

For the purposes of the City's RFP our technician assignments will include:

- Verifying project conformance with the City's Development Code and engineering standards
- Supporting coordination efforts between developers, design professionals, and public stakeholders
- Maintaining electronic filing systems and logging reviews through OpenGov and Bluebeam

Civil Engineering Services

We understand the development process from entitlement to certificate of occupancy. Our development engineering services responsibilities will include, but are not limited to:

- Examining rough grading, civil, and backbone infrastructure plans, specifications, geotechnical and drainage reports, feasibility studies, and additional analyses.
- Ascertaining whether development construction documents adhere to the City's standard specifications, municipal code, development conditions of approval, and all other adopted codes and ordinances.
- Performing such reviews on improvement plans including grading, drainage, sanitary sewer, water, raw water, storm drainage, and joint utilities.
- Reviewing plans to ensure conformity to the City Council approved development entitlement, ensuring that all entitlement conditions are either adhered to or completed.
- Reviewing landscaping plans to ensure conformity with the Model Water Efficient Landscaping Ordinance (MWELO).
- Reviewing tentative, parcel, and final maps, lot line adjustments, mergers, and easement and right-or-way documents for compliance with the California Subdivision Map Act and the City's municipal code.
- Collaborate with the City's Fire Department to address wildfire and latter fuel management concerns associated with new development.
- Supplying the City with civil improvement and mapping submittal checklists to ensure that applicants have a complete understanding of what is required.
- Reviewing construction cost estimates for accuracy, current market values, completeness, and transparency.
- Ensuring that all development within City's Shoreline Protection Overlay District complies with the City's Municipal Code, the Bay Plan, and the Benicia Urban Waterfront Enhancement Master Plans.

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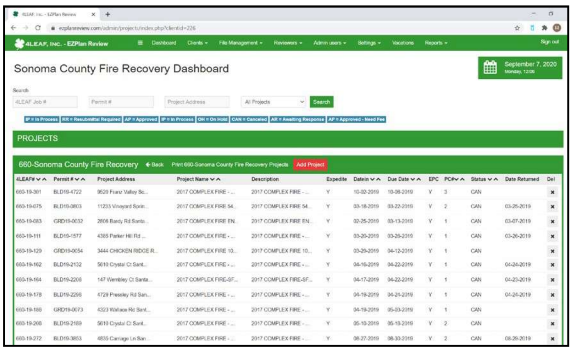
On- and Off-Site Review

4LEAF can supply Registered Professional Engineers to the City to work on-site, or at a site mutually agreed upon in writing, performing development plan, map review, and landscaping reviews at the jurisdiction's discretion. Our experience includes checking for compliance with development conditions of approval, standard specifications, and all other local codes/ordinances.

4LEAF's EZPlan Review

EZPlan Review is our in-house tracking software that acts as a communication tool between 4LEAF and the jurisdictions we work with. The use of EZPlan makes communication easy. This web portal allows users to visualize project due dates, notes, and status updates so that projects can be followed from start to finish. Additionally, 4LEAF provides electronically stamped and uploaded copies of approved project plans, a value which saves clients time and resources. With the use of EZPlan, 4LEAF hopes to provide a level of ease and transparency during the off-site plan review process.



Quality Assurance/Quality Control Review Process

Task 1 – Project Tracking Set-up

The first step of our process will be to set up the project in our system to enable both 4LEAF and the City to track the progress of the review. Our project tracking procedures are designed to track each submittal throughout the review process and maintain accurate and comprehensive records for each submittal.

Task 2 - Complete Submittal Review

Upon receiving the improvement plans or map related documents from the City, 4LEAF will triage (preliminary plan review performed by 4LEAF Plan Review Project Lead) the submittal to verify that the submittal received is complete (i.e., all pertinent plans, calculations, reports, and other related documents) in order to begin our review. If the submitted package is incomplete, we will communicate with the City to discuss the deficient documents needed to proceed with our review.

Task 3 - Plan Review Assignment

After the triage process is performed and a complete package is verified, the project will be assigned to the most qualified Plans Examiner and a turnaround time will be established. We will log each application into our database the same day the plans are received to ensure they are routed in a timely manner and to allow for daily project tracking.

Task 4 - Plan Review

4LEAF will provide the project contact (Developer, Contractor, Architect, or Engineer) desired by the City with a list of items needing correction and clarification to comply with applicable building codes, ordinances, and regulations. A correction list will be created based on missing codes and ordinances.

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Task 5 - Quality Control

Prior to submitting the plan review correction list to the City, the designated Plan Review Project Lead will review the correction list for adherence to applicable codes and ordinances as well as for accuracy and completeness. After completion of our quality control review, a correction list will be e-mailed to a designated staff member at the City or as directed by the City. The correction list and a 4LEAF transmittal form will include the following information: a description of the work, type of construction, occupancy group, square footage, number of floors, and sprinkler requirements.

Task 6 - Plan Review Rechecks

Improvement plans or mapping related documents received for rechecks will be reviewed for conformance. Our goal is to actively work with the Designers to resolve all unresolved issues after our second review. If it appears that there are complicated issues that might cause a project to go beyond our second review, we will communicate directly with the Designer to resolve these concerns.

Task 7 - Project Approval

Once the final reviews are completed and ready for approval, 4LEAF will organize the plans and supporting documents per the City processing requirements and return them to the City, along with our letter of completion.

Turn-Around Times

4LEAF has a tremendous reputation for completing projects on-time and under budget. 4LEAF's Plan Review team is widely recognized for quick turn-around times and prompt service. Off-site plan reviews are performed at our office, with plans transmitted by personal delivery or overnight service. The standard turn-around time is within 10 business days for rough grading plan reviews and within 15 days for subdivision, commercial/industrial, and mapping submittals; however, these timeframes are negotiable based on your needs.

Type of Plans	Transportation	Initial Review	Resubmittal Review	Resubmittal Review #2	Expedited Review	Expedited Resubmittal
Rough Grading	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
*Subdivision	< 24 Hours (pick up & delivery)	< 10 Days	< 5Days	< 5 Days	< 5 Days	< 3 Days
Commercial	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
Tent., Parcel and Final Maps	< 24 Hours (pick up & delivery)	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
ROW and Easement Documents	< 24 Hours (pick up & delivery)	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable

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Document Control

When plans and documents are received for review, 4LEAF's Plan Review Manager and Document Control Technician analyzes the project, creates a job number, and completes a Job Setup Sheet. This form highlights both the jurisdiction, applicable contact information, and all project specific design criteria and notes. Jobs are then transmitted through 4LEAF's easily accessed EZPlan Review Portal which tracks initial and subsequent reviews and is open for view by the client. The City and their customers can view 4LEAF's plan review control log through 4LEAF's EZPlan Review Portal.

Plans and associated documents then get distributed for review to a 4LEAF team consisting of Plan Review Engineers, Landscaping and Surveying qualified team members, as applicable. Our staff then performs their function of analyzing the plans and documentation for effective conformance to the state codes, referenced construction standards, and City amendments. 4LEAF's code review methodology is "The Effective Use of the Codes" reinforced through proprietary and jurisdictional checklists. When complete, the Plan Review Manager overviews the project for quality control purposes and forwards comments or approvals to the client's pre-designated contacts.

Off-Site Electronic Plan Review

Digital plan review allows 4LEAF the ability to review, markup and transport plans of any size electronically. We strongly encourage this service for our clients. This process delivers a high degree of cost effectiveness, time efficiency and a "green" environmentally friendly system. Through our strong focus on utilizing this digital capability, we offer full access to all 4LEAF engineers and plans examiners company-wide, from any of our office locations. A protected online portal will be established to allow property owners, contractors, developers, businesses, designers, and stakeholders to submit plans electronically for review. Access to the online portal will be given to City staff for immediate access to information regarding project status during the review process.

4LEAF has successfully implemented and used Bluebeam for electronic review of files to help eliminate the use of paper and take the plan review workflow to a whole new level. 4LEAF's offices are equipped with large scale monitors for easy review of plans. Bluebeam combines powerful PDF editing, markup, and collaboration technology with reliable file creation. Bluebeam integrates flawlessly with our Green Line approach for electronic and timely turnarounds resulting in permit issuance within 5-7 business days.

Process Mapping

4LEAF aims to bring departmental processes together by identifying and eliminating obstacles to streamline processes. Our subject-matter experts visit each department within a jurisdiction to conduct an analysis of existing processes, identify how best to streamline separate departmental processes to improve workflow, and provide guidance and recommendations on an improved work plan. 4LEAF implementation staff work both on- and off-site during this process and offer extensive training to existing municipal staff members on the use of a jurisdiction's preferred permitting software.

Additional Technologies

Having served more than 400 jurisdictions, 4LEAF and our staff are knowledgeable and have experience working with a variety of different technologies for Electronic Plan Review, Permit Tracking, and Building Inspections. 4LEAF's experience with tracking technologies includes, but is not limited to:

OpenGov energov a tyler civic services solution ProjectDox Accela TRAKiT® iWorks CORPORATION esri

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ON-CALL DEVELOPMENT ENGINEERING SERVICES – STAFF AUGMENTATION

TO THE

CITY OF BENICIA

SECTION 6

LEVEL OF EFFORT LETTER

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SECTION 6: LEVEL OF EFFORT LETTER

Given the on-call nature of this contract, the actual tasks and corresponding hours may vary depending on the specific needs that arise during the term of the agreement. To satisfy the City's request, we have provided a preliminary estimate of level of effort in the itemized spreadsheet below. This includes personnel classifications and estimated hours as a percentage of total time expected. Please note that these estimates are based on current assumptions and are subject to change based on project demands and the scope of work requested by the City throughout the contract.

Name	Personnel Classification	Estimated Hours (Percentage of Time)
Gene Barry	VP, Public Works (Principal-in-Charge)	5%
Craig Tole	Executive Project Manager	5%
Lowell Brown	Project Manager	10%
Michael Loomis	Director of Structural Engineering	5%
Scott Martin	Quality Control Manger	10%
Vanessa Morales	Plan Review Coordinator Manager	5%
Kaydi McNaughton	Engineering Technician	10%
Daniel Wolfe	Senior Civil Engineer	10%
Matt Newton	Senior Construction Inspector	10%
Josh Picket	Construction Inspector	10%
Alex Lavrov	Construction Inspector	10%
Robert Romero	Construction Inspector	10%

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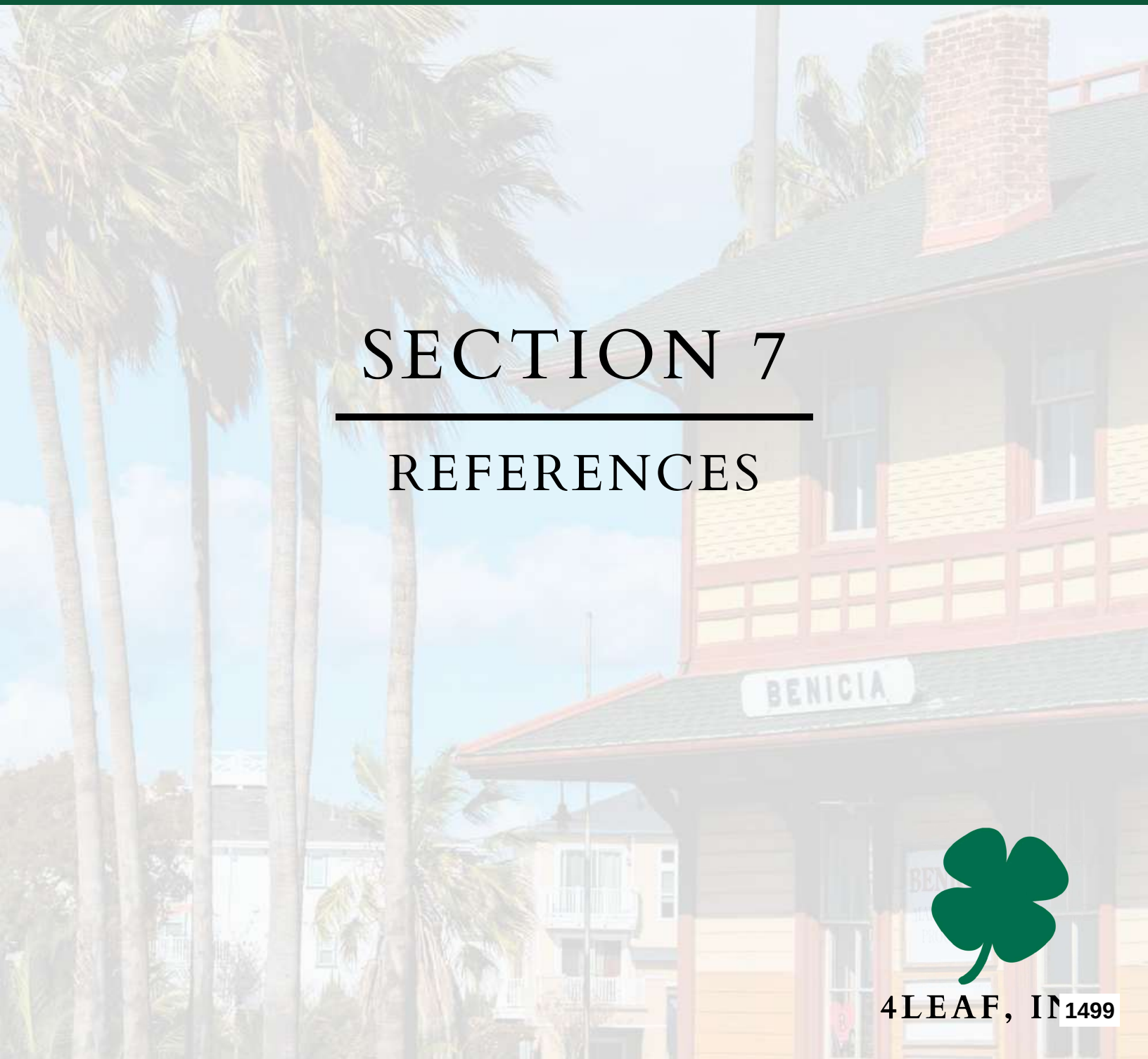
ON-CALL DEVELOPMENT ENGINEERING SERVICES – STAFF AUGMENTATION

TO THE

CITY OF BENICIA



SECTION 7

REFERENCES

4LEAF, INC.

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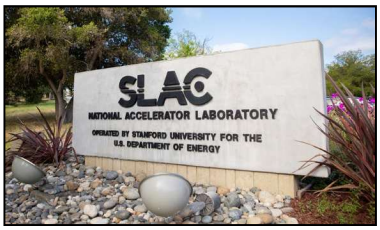
SECTION 7: REFERENCES

Civil Engineering Plan Review Expertise

4LEAF has built a strong reputation providing civil engineering plan review. We have demonstrated our expertise and knowledge in structural integrity, safety protocols, and regulatory standards. Our team of engineers, inspectors, and consultants carefully examines construction plans to ensure they meet all required local, state, and federal guidelines. We focus on reviewing engineering and grading plans, mapping reviews, stormwater control and clean water (C.3) plan reviews and compliance support, MWELO conformance, and floodplain management support functions.

Our extensive experience in civil engineering spans a diverse portfolio of projects, including bridges, roadways, stormwater management systems, wastewater treatment plants, and other essential infrastructure. Through our detailed plan review process, we assess critical factors such as load-bearing capacity, seismic resilience, environmental impact, and accessibility compliance to ensure that projects are designed and constructed to withstand both current and future demands.

4LEAF is uniquely qualified to work on large development projects of any size. Our team has conducted civil review and related services on multiple different projects for the Stanford Linear Accelerator Center (SLAC). These projects include the Low Emittance Injector Tunnel (LEIT) Extension with a project cost of approximately $45 million and the $35 million Cryomodule Repair and Maintenance Facilities (CRMF) project.



4LEAF also provided Civil Engineering Plan Review services for numerous other clients, including but not limited to: University of California, Merced; the City of Vacaville; the City of Oakland, Department of Transportation (OakDOT); the City of Davis, Public Works Department; and the University of California, San Francisco.

We have the resources to deploy staff for any given project, as you can see from the limited examples listed above. Our team is well-equipped and qualified to perform civil engineering services for projects of any size. By choosing 4LEAF, you are choosing a company that prides itself on quality work, top-notch customer service, experienced staff, and a multitude of project experience. Please review our scope of services and project examples in the sections that follow to gain more understanding about our firm and how we can help achieve the City's goals.

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4LEAF, INC.
CONSTRUCTION MANAGEMENT · PLAN CHECK
INSPECTION · PLANNING · CODE ENFORCEMENT

City of Oakland, Department of Transportation (OakDOT)

Civil Engineering Services for 5G Installation

4LEAF is currently providing the City of Oakland Department of Transportation (OakDOT) services in support of OakDOT's right-of-way permitting function. 4LEAF reviews applications submitted by telecommunication companies and telecommunications contractors for the installation of small wireless facilities to support the provision of broadband communication services, including small cells for 4G and 5G services.

Scope of Services

4LEAF administers application intake, review, and permit issuance for all facility broadband telecommunication projects. The scope of 4LEAF's services includes the following:

- Ensure adherence to City permitting, quality, and safety standards.
- Coordinating and completing demand for the use of public space and City infrastructure.
- Reviews Traffic Control Plans to ensure they meet MUTCD Guidelines as well as the City of Oakland's ordinances pertaining to street closures, pedestrian and bicycle traffic mitigations, and the A/C Transit corridor.
- Reviews Engineering and Construction plans to ensure compliance with the City's Street excavation rules, paving moratorium, standard details for utility trenching and sidewalks, and Chapter 12.12 of the OMC.
- Reviews drawings for Survey and Monument Conflict by verifying that plans show monuments, trench width and depth, and trench distance to exaction and/or monument.
- 4LEAF works closely with each department to ensure consistent standard plan review comments.
- Ensure that permit applications are reviewed in a timely manner, consistent with FCC "shot clock" and other relevant mandates.
- 4LEAF updates the status of permit applications and issues the permit using Accela software.

Client Name: City of Oakland, Department of Transportation
Client Contact: Reginald Bazile, Project Manager
Client Address: 1 Frank H. Ogawa Plaza, Oakland, CA 94612
Client Telephone: (510) 238-2033
Client Email: rbazile@oaklandca.gov
Project Dates: 2020 – Present

Key Staff
Craig Tole – Project Manager
Scott Martin – Quality Control Manager

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4LEAF, INC.
CONSTRUCTION MANAGEMENT · PLAN CHECK
INSPECTION · PLANNING · CODE ENFORCEMENT

Stanford Linear Accelerator Center (SLAC)

Plan Review and Building Inspection Services

4LEAF was awarded the plan check and field inspections scope of work for a wide range of projects at SLAC including office buildings, dry and wet laboratories, soft and hard x-ray experimental hutches, optical laser laboratories, and cryogenic industrial buildings including the associated process piping.

SLAC Overview

Started in 1962, SLAC is one of 17 Department of Energy (DOE) national laboratories as part of its Office of Science. SLAC is a multi-purpose laboratory operated by Stanford University for the DOE. As a federal leasehold site, SLAC is its own jurisdiction and has its own Building Inspection Office (BIO) which operates as a building department, fire marshal office, and public works department.

Scope of Services

4LEAF is providing a group of California registered Professional Engineers (Civil & Structural), ICC Certified Building Code Officials, ICC Plans Examiners, and ICC Inspectors to perform the required services. 4LEAF's scope of work for SLAC includes:

- Providing an On-Site Building Official to be an embedded member of the SLAC Building Inspection Office (BIO) team, performing plan reviews, attending meetings, and other duties.
- Providing remote civil and structural engineers to perform plan reviews as well as being available to meet with key personnel via phone, online meetings, or on-site when needed.
- Providing short notice plan checks on an as-needed basis, with a 24-hour turnaround time on certain projects with limited scope and RFI's.
- Performing back-checks to verify plan check comments have been resolved (usually within 48 hours).
- Entering comments and responses into SLAC's web-based Plan Review System (PRS).
- Providing structural and non-structural (building, civil, geotechnical, disabled access, fire and life safety, plumbing, mechanical, electrical, public works, and earthworks) subject matter experts.
- Providing field inspections as requested by SLAC current staff.
- Using SLAC inspection records, Microsoft Word, Excel, or other database software and including photographs as necessary to aid in the understanding of technical issues and deficiencies.
- Attending pre-construction meetings and weekly project meetings as requested.
- Preparing Certificates of Occupancy and other Code-related documentation and answering inquiries and phone calls as necessary.

Client Name:	Stanford Linear Accelerator Laboratory
Client Contact:	Kevin Brenton, Health and Safety Specialist
Client Address:	2575 Sand Hill Rd, Menlo Park, CA 94025
Client Telephone:	(650) 926-3300
Client Email:	brentonk@slac.stanford.edu
Project Dates:	2021 – Present

Key Staff
Craig Tole – Project Manager
Scott Martin – Quality Control Manager

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4LEAF, INC.
CONSTRUCTION MANAGEMENT · PLAN CHECK
INSPECTION · PLANNING · CODE ENFORCEMENT

City of Cupertino

On-Call Building Inspection, Plan Review and Public Works Services

4LEAF performs on-call building inspection and plan review services for the City of Cupertino. 4LEAF has completed numerous residential and commercial plan reviews on behalf of the City.

Apple Park

4LEAF provided the Building, Fire, and Public Works Department Inspection services on the largest private commercial construction project in the Country. 4LEAF was tasked with mobilizing a **project team of more than 20** Building, Fire, and Public Works Inspectors, Project Administration Staff, and Engineering team for this more than **$8 Billion project**. 4LEAF was responsible for coordinating the inspections in relation to the City's permits and ultimately packaging milestones of the project for occupancy approval from the City's Chief Building Official.

- **Main Building –** The Main Building accommodates up to 12,000 employees and comprises approximately 2.8 million square feet.
- **Corporate Fitness Center –** Comprising approximately 100,000 square ft.
- **Corporate Auditorium –** Comprising approximately 120,000 square feet and will hold up to 1,000 people.
- **North and South Parking Structures –** Two above-grade parking structures of approximately 6,000 spaces.
- **Central Utility Plant –** Integrated parking structure and serves all buildings on the Main Building site.
- **Phase 2 Research and Development Buildings –** 600,000 square feet of office, research, and development and two separate above ground parking garages.

Plan Review Services

North and South Parking Structures – 4LEAF reviewed the above grade Parking Garages (2) for Apple Park. The 4LEAF team performed Structural, Architectural, Fire-Life-Safety, Mechanical, Electrical, and Plumbing. The garages included two – 3 story and 300,000 Sq. Ft. structures which included Photovoltaic Array on the rooftops. Both garages will be connected by bridges and spine ramp.

Public Works Mitigation Improvement Projects

4LEAF performed Resident Engineer (RE) and inspection services for numerous Public Works improvement projects being performed in the City associated with the construction of the Apple Campus 2 Project. Improvements included installing new sanitary and storm drain lines, modifying traffic signals, relocating existing gas and potable and recycled waterline, intersection improvements, curb and gutter improvements, and new AC paving. Sanitary sewer improvements included installing 12 in. to 27 in. diameter sanitary sewers at depths between 7 and 20 feet. The project was inspected per Caltrans specifications

Client Name:	City of Cupertino	**Key Staff**
Client Contact:	Sean Hatch, CBO, Chief Building Official	Craig Tole – Project Manager
Contact Telephone:	(408) 777-3231	Scott Martin – Quality Control Manager
Contact Email:	SeanH@Cupertino.org	
Date of Service:	2010 – Present	

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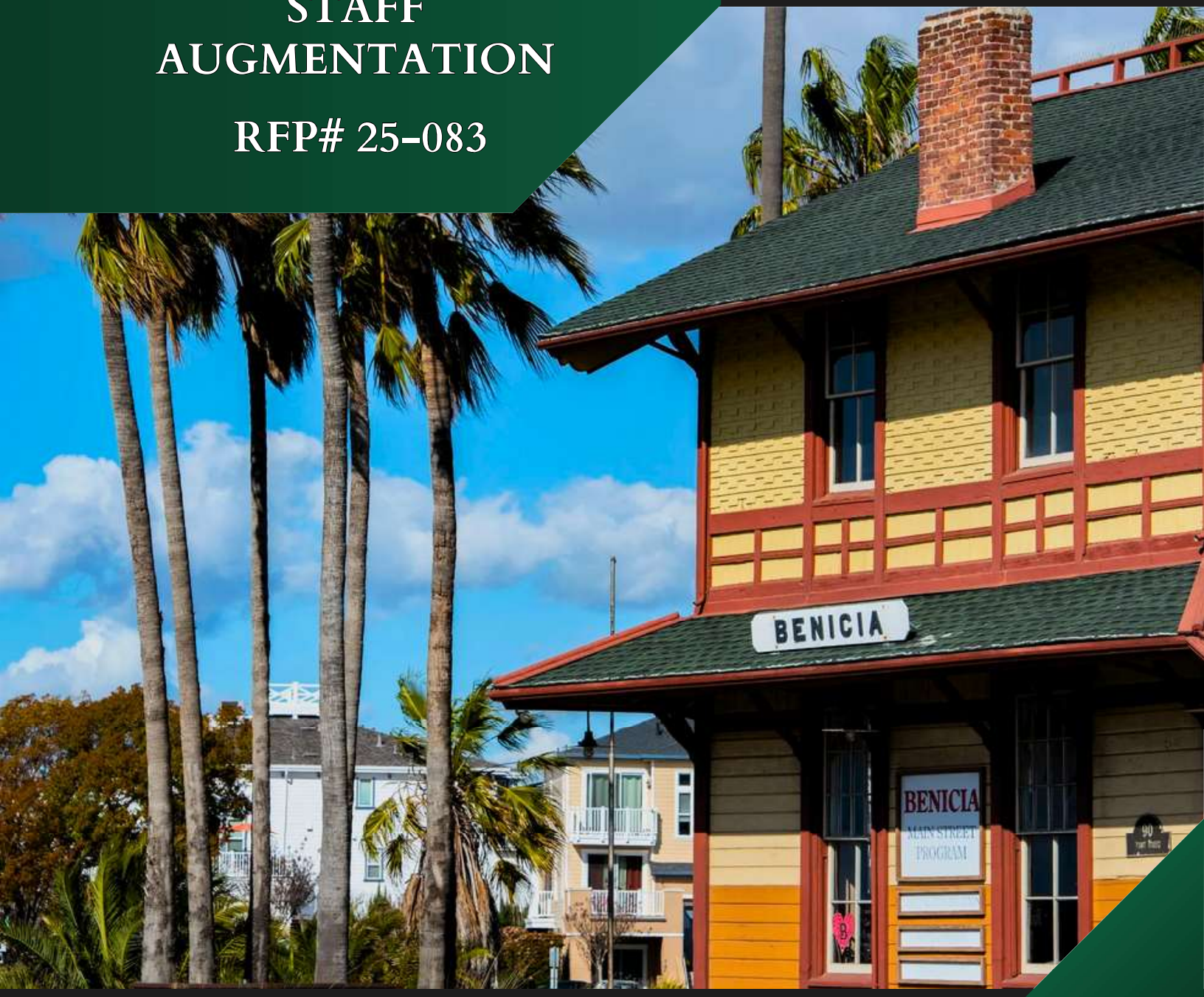
PRICING PROPOSAL TO PROVIDE

ON-CALL DEVELOPMENT ENGINEERING SERVICES - STAFF AUGMENTATION

RFP# 25-083

TO THE CITY OF BENICIA



4LEAF, INC.
2126 RHEEM DRIVE
PLEASANTON, CA 94588
(925) 462-5959

MAY 12, 2025

1504

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FEE SCHEDULE

FY2025-2026 FEE SCHEDULE & BASIS OF CHARGES

FOR THE CITY OF BENICIA

All Rates are Subject to Basis of Charges

PLAN REVIEW COST STRUCTURE	NOTES
Plan Review Percentage: 65% *(Inclusive of all disciplines except Fire and Civil which are bulled on an hourly basis)* **Hourly Plan Review**: $142 Structural Review $120 Non-Structural Review	Fee includes: ➢ Initial review and two (2) rechecks. Hourly charges apply after three (3) or more rechecks. ➢ Shipping, courier, and electronic service.

Building

Chief Building Official	$153/hour
Structural Plan Review Engineer	$142/hour
Non-Structural Plans Examiner	$120/hour
Certified Access Specialist (CASp) Inspector	$165/hour
Certified Access Specialist (CASp) Plans Examiner	$165/hour
Floodplain Manager	$145/hour
MWELO Inspector	$120/hour
MWELO Plans Examiner	$120/hour
Senior Combination Building Inspector (Building Inspector III)	$137/hour
Commercial Building Inspector (Building Inspector II)	$115/hour
Residential Building Inspector (Building Inspector I)	$99/hour
Permit Manager	$99/hour
Senior Permit Technician	$81/hour
Permit Technician	$71/hour
Clerk / Administrator	$65/hour
Supervising Inspector of Record	$174/hour
Inspector of Record	$150/hour
DSA Class 1 / OSHPD A Inspector	$180/hour
DSA Class 2 / OSHPD B Inspector	$149/hour
DSA Class 3 / OSHPD C Inspector	$106/hour
TWIC Federal Specialist	$213/hour
Environmental Health & Safety Specialist	$153/hour

Fire

Fire Protection Engineer (FPE)	$213/hour
Fire Prevention Officer	$157/hour
Fire Plans Examiner	$170/hour
Fire Inspector II	$170/hour
Fire Inspector I	$108/hour

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Code Enforcement

Code Enforcement Director	$175/hour
Code Enforcement Manager	$149/hour
Senior Code Enforcement Officer	$133/hour
Code Enforcement Officer II	$118/hour
Code Enforcement Officer I	$99/hour
Code Enforcement Technician	$82/hour
Housing Inspector	$95/hour
Hearing Officer	$155/hour
Principal-in-Charge	$257/hour
Hourly overtime charge per inspector	1.5x hourly rate
Mileage (for inspections performed within the City)	IRS Rate + 20%

Planning

Housing Policy Director	$232/hour
Planning Director	$211/hour
Principal / Planning Manager	$175/hour
Senior Planner	$159/hour
Associate Planner	$128/hour
Assistant Planner	$113/hour
Planning Technician	$98/hour

Project Management

Project Manager	$206/hour
Principal-in-Charge	$288/hour

Engineering, Public Works Inspection, Construction Management (Prevailing Wage)

Civil Plan Review (Grading, Improvement Plans)	$159/hour
Traffic Engineer	$257/hour
Civil Engineer	$206/hour
Construction Manager	$180/hour
Certified Access Specialist (CASp) Inspector (Regular time)	$169/hour
Certified Access Specialist (CASp) Inspector (Nighttime)	$191/hour
Certified Access Specialist (CASp) Inspector (Overtime)	$229/hour
Certified Access Specialist (CASp) Plans Examiner	$169/hour
Public Works Inspector (Regular time)	$156/hour
Public Works Inspector (Nighttime)	$176/hour
Public Works Inspector (Overtime)	(See Basis of Charges – Prevailing Wage)
Public Works Inspector Apprentice	$101/hour
Public Works Plans Examiner	$149/hour

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BASIS OF CHARGES

Rates are inclusive of "tools of the trade" such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- Most plan reviews will be done in 10 business days or less and 5 business days or less for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.
- Expedited reviews will be billed at 1.5x the plan review fee listed in the fee schedule. Return time will be within seven (7) days of receipt of the plans from the City.
- Plan review of deferred submittals & revisions will be billed at the hourly rates listed.
- All plan review services will be subject to a $262.00 minimum fee if percentage-based fee or 2-hour minimum charge if hourly rates apply.
- Larger complex plan reviews can be negotiated to achieve the best possible pricing.
- All plan review services will be subject to 2-hour minimum fee.
- All plan review services are billed on a percentage basis and include the initial review and 2 rechecks.
    - Plan reviews will be billed on an hourly basis only after the initial review and 2 rechecks unless otherwise agreed upon on a case-by-case basis.
    - Fire and Civil Reviews are billed on an hourly basis and are not included in our plan review percentage.
- 4LEAF assumes that these rates reflect the FY2025-2026 contract period. There will be a 3% escalation for each subsequent Fiscal Year. (i.e. FY2026-2027, FY2027-2028, and so forth)
- Overtime and Premium time will be charged as follows:
    - *Regular time (work begun after 5AM or before 4PM)* — *1 x hourly rate*
    - *Nighttime (work begun after 4PM or before 5AM)* — *1.125 x hourly rate*
    - *Overtime (over 8-hour M-F or Saturdays)* — *1.5 x hourly rate*
    - *Overtime (over 8 hours Sat or 1st 8-hour Sun)* — *2 x hourly rate*
    - *Overtime (over 8 hours Sun or Holidays)* — *3 x hourly rate*
- Overtime will only be billed with prior authorization of the Director or other designated City personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Mileage driven during the course of Inspections will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF's liability will be limited to the value of services provided.
- In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.

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BASIS OF CHARGES – PREVAILING WAGE

- Rates shown assume the projects will require compliance with California Prevailing Wage rate requirements and assumes the Client will be filing a PWC-100 Form to the California Department of Industrial Relations (DIR) for the projects.
- Rates for prevailing wage categories are subject to annual escalations in accordance with the bi-annual wage determinations from the California DIR.
- Per the new requirements being enforced under SB 854 and because it is assumed that a PWC-100 Form will be filed by the Client to the CA DIR for each project, 4LEAF is required to notify an authorized Apprenticeship Committee through submittal of a DAS-140 form. We are then required to make an official request to an authorized Apprenticeship Committee for an apprentice by submitting a DAS-142 form. We are not assured the apprenticeship committee will be able to provide a suitable / qualified apprentice for the project. Per the apprenticeship requirements, the hours worked by the apprentice must be in a ratio of 1:5 for apprentice to journeyman hours. 4LEAF will not know the labor classification of the Public Works Apprentice until an Apprentice is dispatched to the site; therefore, the rates for the five Periods listed under the California DIR's Wage determination for Building Construction Inspector were used to determine the range of hourly rates for Public Works Inspector Apprentice.
- Pre-approved Overtime and Premium hours for labor categories subject to Prevailing Wage requirements will be charged per the following:
  - *- Nighttime (work begun after 4PM or before 5AM) 1.125 x hourly rate*
  - *- Overtime (over 8 hour M-F or Saturdays) 1.35 x hourly rate*
  - *- Overtime (over 8 hours Sat or 1st 8 hour Sun) 1.85 x hourly rate*
  - *- Overtime (over 8 hours Sun or Holidays) 2.35 x hourly rate*
- All invoicing will be submitted monthly.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Project-related mileage for inspections will be billed at the allowable IRS Rate plus an additional 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF's liability will be limited to the value of services provided.
- In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.

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26-037

PROFESSIONAL SERVICES MASTER AGREEMENT

(DEVELOPMENT ENGINEERING STAFF AUGMENTATION)

BETWEEN

CITY OF BENICIA AND

Ghirardelli Associates, Inc.

This Professional Services Master Agreement ("Agreement") is dated July 1, 2025, and is by and between the City of Benicia, a political subdivision of the State of California ("CITY") and Ghirardelli Associates, Inc., a California Corporation located at 6601 Owens Drive, Suite 155, Pleasanton, California 94588, licensed to do business in California, ("CONTRACTOR") relating to Ghiradelli & Associates Master Services Agreement: On-Call Development Engineering Services Staff Augmentation (FY26-27) Services (“Services").

1. Agreement

1.1. 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 by the City Manager, or designee who is hereby authorized to execute any Task Order and issue a Notice to Proceed, without further action by the City Council, provided the Task Order is within the total authority of this Master Service Agreement. Amendments to this Master Service Agreement require City Council approval.

Development Engineering Services may include, but not be limited to:

A. Construction Inspector

B. Engineering Technician

C. Civil Engineer

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.

1.2. Term of Agreement

A. This Agreement will conclude on June 30, 2027 unless it is extended in accordance with paragraph B below.

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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.

1.3. 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.

1.4. Compensation

CONTRACTOR shall be compensated, a total value not to exceed $325,000 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 not to exceed 5% or the current year's February change of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Francisco-Oakland-Hayward, CA index, whichever is lower, and must seek CITY's authorization for rate changes. 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.

1.5. 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 in excess of $1,000.00, where prevailing wages are required by 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 City's Public Works 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 subconsultants shall keep and

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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. If the Agreement exceeds $2,000 and is funded with federal funds, then CONTRACTOR shall pay federal Davis Bacon wages and comply with applicable federal requirements.

B. 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.

C. CONTRACTOR, where applicable, 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.

1.6. 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

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in addition to, and shall not in any way be limited by the insurance obligations contained in this Agreement.

B. **Patent Rights, Copyright, Trade Secrets:** CONTRACTOR 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.

C. **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 artd will survive termination of this Agreement.

D. **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.

E. **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.

F. **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.

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G. **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 al I 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

1.7. 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.

1.8. 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.

1.9. 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.

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1.10. 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 based on a final invoice from the CONTRACTOR.

1.11. 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 I 101, 1102and1102.1; 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.

1.12. 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

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2. Possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel. (2Cal. Code Regs. § l8700(a) (2))

1.13. 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.

1.14. 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.

1.15. 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.

1.16. 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.

1.17. 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.

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1.18. 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.

1.19. 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.

1.20. 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.

1.21. 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: Stacy Hofacre

Senior Management Analyst

shofacre@ci.benicia.ca.us

To Contractor: Randall Bruner

President/CEO

randy@ghirardelliassoc.com

1.22. 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.

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1.23. 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.

2. Insurance Requirements

2.1. INSURANCE REQUIREMENTS

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated July 1, 2025, by and between Ghirardelli Associates, Inc., hereinafter referred to as "Contractor", and the City of Benicia, hereinafter referred to as "City", providing for professional services.

2.2. 1. Contractor's Duty to Show Proof of Insurance

Contractor, 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 Contractor's acts, errors, or omissions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Contractor shall not perform any work under this Agreement until Contractor 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, Contractor 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, Contractor 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. Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or City as an additional insured.

2.3. 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

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for liability arising out of Contractor'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. Contractor 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.

2.4. 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.

2.5. Workers' Compensation Insurance

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

2.6. 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.

2.7. 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.

2.8. Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Contractor, at Contractor'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.

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2.9. Insurance terms and conditions:

3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Contractor shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Contractor 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. Contractor 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 Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor 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 Contractor is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Contractor'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 Contractor'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 Contractor 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 Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor. City, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Contractor agrees to reimburse City for

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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 Contractor 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 Contractor and its Subcontractors shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Contractor's fees under this Agreement (and the fee of its Subcontractors under Subcontractor agreements) shall be reduced by the amount of insurance premiums that may be avoided by Contractor and its Subcontractors 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 Contractor's and Subcontractors policies. Construction Manager and its Subcontractors shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

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

"Ghirardelli Associates, Inc." By: Signed by: Randall Bruner 868C215886D8448... 6/23/2025
Randall Bruner
Its: President/CEO

"City" By: _____
Its: _____

"Department" By: _____
Its: _____

"City Attorney" By: _____
Its: City Attorney

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Exhibits List

A - Scope of Work

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Exhibit A

Scope of Work

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Ghirardelli ASSOCIATES

May 12, 2025

City of Benicia

Proposal for

ON-CALL DEVELOPMENT ENGINEERING SERVICES - STAFF AUGMENTATION

Presented to:
Stacy Hofacre, Senior Management Analyst
City of Benicia
Community Development Department
250 E L Street
Benicia, CA 94510

Presented by:
Ghirardelli Associates, Inc.
6601 Owens Drive, Suite 155
Pleasanton, CA 94588
925-575-0417

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Stacy Hofacre
Senior Management Analyst
City of Benicia
Community Development Department
250 E L Street
Benicia, CA 94510

RE: RFP# 25-083 On-Call Development Engineering Services - Staff Augmentation

Dear Ms. Horfacre,

Ghirardelli Associates, Inc. (Ghirardelli) is pleased to present this proposal to provide On-Call Development Engineering Services for Staff Augmentation to the City of Benicia (City). Ghirardelli has assembled a team to provide engineering plan review and construction inspection services to the City.

We recognize the City's requirement for a highly skilled team to provide on-call coverage to support the City's Development Engineering Services needs. We have assembled a team of knowledgeable and highly qualified Engineers and Construction Inspectors to fulfill this need. Our Contract Manager **Frank Navarro, PE, QSD/P, CFM** brings over 28 years of varying experience in the management, design, and review of private development projects throughout the Bay Area. Frank has supported the Cities of Alameda, Orinda, San Bruno, Pleasant Hill, and Contra Costa County with various engineering, project management, and land development services.

Frank will be supported by a team of qualifed Construction Managers, Engineering Techncians, and Civil Engineers. **QA/QC Manager, Stephen Tovmassian, PE, QSD** brings over 12 years of municipal engineering and land development management experience. He offers the City an understanding of local, state, and federal regulations and requirements. He also brings extensive local knowledge from his involvement in numerous local project, assisting in both the entitlement and permit phases. **Our proposed technical staff** has deacades of combined experience in municipal engineering. They specialize in land development review, project management, and construction inspection, having spent numerous years augmenting staff on various on-call assignments for local agencies throughout the Bay Area.

As a principal of the firm, I have the authority to bind the firm/team. Frank can be contacted directly during the proposal evaluation using the information below.

Frank Navarro, PE, QSD/P, CFM, Contract Manager
6601 Owens Drive, Suite 155, Pleasanton, CA 94588
Phone: 925-575-0417 | Email: fnavarro@ghirardelliassoc.com

Our desired outcome is to successfully exceed the expectations of the City and enable the agency to operate at maximum efficiency. It is a privilege for Ghirardelli to offer our engineering expertise to the City's land development projects. Our team looks forward to working with you.

Sincerely,
Ghirardelli Associates, Inc.

Randall Bruner, PE, CEO/President
randy@ghirardelliassoc.com | 408-930-3410

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A. Firm Profile

Founded in 1999 as an engineering support service to Caltrans, Ghirardelli has grown into a comprehensive engineering and construction management firm over the last 25 years. As an S-Corporation in California, we currently employ more than 200 Civil Engineers, Land Development Review Engineers, Project Managers, Stormwater Professionals, Construction Managers, Civil/Structural Inspectors, and other support professionals. We have supported more than 250 public agencies by providing services for public works projects. Our servicing office is 6601 Owens Drive, Suite 155, Pleasanton, CA 94588.

SERVICE OFFERING

Ghirardelli presents the City with a holistic blend of proficiency in land development management and plan review, and supplementary Construction Inspection, including staff augmentation, ensuring comprehensive coverage of all contract-related requisites.

Ghirardelli introduces an adept Contract Manager, well-qualified to oversee this contractual undertaking. Frank's extensive familiarity with the City's regulations concerning private development review and his seasoned expertise in shepherding projects from entitlement to close-out stands as a valuable asset.

Below is a range of services Ghirardelli offers our municipal clients.

Land Development Project Management and Plan Review

- Land Development Project Management
- Entitlement Plan Review
- Engineering CEQA Support
- Field Investigations
- Building and Encroachment Permit Plan Review
- C.3 Stormwater Compliance
- Floodplain Management
- Development Construction Support
- Staff Augmentation

Capital Improvement Program Project Management

- Initial Project Planning and Preparation
- Procurement and Bidding Support
- Public Outreach and Community Engagement
- Utility Coordination
- Design PS&E Review
- Engineering Procurements
- Construction Contract Award and Oversight
- Grant Management
- Public Outreach and Community Engagement
- Project Closeout and Issue Resolution

Construction Management

- Construction Management and Inspection
- Constructability Review
- Claims Avoidance and Scheduling
- Cost Control and Estimating

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B. Approach to Scope of Services

Ghirardelli Associates is well-positioned to support the City of Benicia through this staff augmentation on-call contract, drawing on decades of experience providing responsive, high-quality development engineering and construction inspection services to public agencies throughout the Bay Area. Our approach is centered around flexibility, technical strength, and a collaborative work ethic that seamlessly integrates with City staff to help meet workload demands, customer service expectations, and project deadlines.

We offer a deep bench of qualified professionals—including Construction Inspectors, Engineering Technicians, and Civil Engineers—with extensive knowledge of municipal standards, development processes, and inspection practices. Our scalable staffing model ensures we can mobilize quickly in response to fluctuating workloads or vacancies without sacrificing continuity or quality.

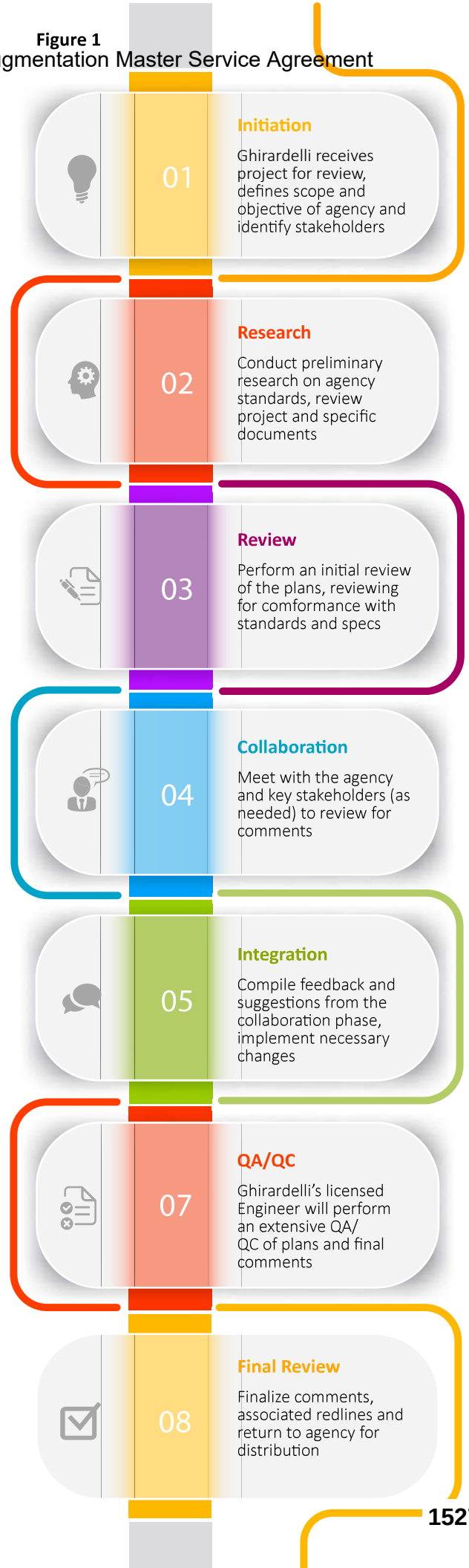
The following outlines Ghirardelli's core approach to supporting the City through plan review, construction inspection, and engineering services:

Construction Inspection

Privately funded development projects differ from traditional public works efforts—they move quickly, are highly cost-sensitive, and require proactive issue resolution to maintain momentum. When Ghirardelli serves as the quality assurance representative for an agency on private development projects, our role is to solve problems early, efficiently, and at the field level. Our goal is to ensure projects are built to standard, on schedule, and in alignment with the City's and community's expectations. Very simply, we do this through:

- Experienced Inspectors: By staffing our projects with experienced inspectors that have in- depth knowledge of all components of development, we can identify potential issues and resolve them quickly.
- Robust Operational Support and Communication: By providing consistent support in the daily operations of the project and maintaining continuous

Figure 1



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communication between the field inspector, client, and developer we ensure that all project goals are met and that the City and the Community receive a quality product.

Field Inspection

GAI construction inspectors will perform all field inspection activities to monitor compliance with the contract plans and specifications of private developments. We will record all items of work, labor, equipment, materials incorporated, materials tested, and any other pertinent information in a daily diary for permanent record of events. Photographs of project progress will be taken on a regular basis and kept for permanent records to support disputes and verify quality for acceptance. A representative set of photos will be shared with the department on a weekly basis.

We will perform field measurements to ensure compliance with contract documents and report on daily completed work. We will work alongside City materials testing consultant and/or the developers materials testing consultant to monitor field testing in accordance with project specifications. We will inspect all material delivered to the project for compliance and complete the appropriate documentation for each item. Our construction inspectors will inspect the work for final acceptance. Any non-conforming work will be documented and included in the punch-list for completion. All non-compliant work will be tracked and taken off the list for acceptance when the work is completed to our satisfaction, in meeting the contract requirements.

As the contract nears completion, the GAI inspectors will coordinate a “walk-through” including the contractor, the design staff, and City representatives to develop the punch-list. GAI will then monitor the contractor’s progress in completing the punch-list items. We will also help to ensure that no additional items are created in the process. Reports on the contractor’s progress in correcting punch-list items will be reported to the City daily or as requested.

GAI field staff will prepare electronic daily reports that document weather, shift duration, personnel on the project, equipment used, tracking of force account activities (including accurate recording of labor, equipment and materials used), phone conversations, field instructions and discussions, and any other daily occurrences pertinent to the scope, schedule, budget, quality, and safety related issues. Our Inspection staff monitor all daily activity for any impacts, non-compliance and/or enforcement of the project specifications and/or imposed best management practices (BMPs) to effectively minimize any impacts before they happen.

Land Development Management and Review

Ghirardelli supports cities through every phase of the development review process, from early entitlement through final engineering approval. Our team’s strength lies in our ability to collaborate with planners, engineers, applicants, and agency staff to produce reviews that are technically sound, clearly documented, and responsive to project timelines.

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Entitlement Development Application Review

Ghirardelli has extensive experience providing cities with planning entitlement review services, which typically include:

- Attending pre-application meetings with the City and Applicant and providing preliminary comments
- Reviewing various entitlement packages (including but not limited to tentative maps, site plan and architectural review, tentative parcel maps, etc.), which may include the following conceptual plans/ reports:
  - Site plans including turning templates, vehicle/ pedestrian circulation, and emergency vehicle access
  - Grading and drainage plans
  - Utility plans
  - Stormwater management plans and approach to ensure conformance to local stormwater requirements
  - Traffic signal, photometrics, street lighting, landscape and irrigation plans
  - Various mapping elements including easement dedications, vacations, creation of new lot lines etc.
  - Water supply assessment, hydraulic analysis, floodplain management, sewer capacity, coordination with City infrastructure masterplans, and geotechnical studies.
  - Structural design and calculations as they pertain to civil infrastructure
- Assisting the City in preparation of project specific conditions of approval and development agreements (if necessary)
- Coordinate with City staff, Applicants, and other key stakeholders to progress the project
- Review preliminary plans for off-site improvements required as part of development projects
- Provide engineering support to the City during the CEQA process
- Assist the City in preparation of staff reports
- Attend City council, planning commission, and various other meetings as requested by the City, to provide technical advice to staff or seek clarification on standards and policies from staff
- Perform field investigations to determine existing conditions, as required.

Engineering Plan Review

Ghirardelli has extensive experience providing cities with comprehensive public works engineering plan review services, the scope of which generally consists of:

- Reviewing building and improvement plans, which may include:
  - Rough grading
  - Site plans including turning templates, vehicle/ pedestrian circulation, and emergency vehicle access
  - Site grading and drainage
  - Utility and associated utility profiles
  - Stormwater management plan and approach for conformance to local stormwater requirements
  - Signing, striping, and bicycle/pedestrian facility design
  - Erosion control, haul routes, construction best management practices, and post-construction water quality control
- Technical and conformance reviews of project utility reports (sewer, storm, and water)
- Geotechnical investigation reports will be reviewed to ensure recommendations are incorporated in the project design
- Traffic impact studies will be reviewed to ensure recommendations are included in the project design
- Confirm that the plans conform to City Engineering Standards, City Municipal Code, project conditions of approval, CEQA mitigation measures, and any associated master plans
- Reviewing off-site improvement plans for work proposed in the City's right of way
- Review bonding estimates for costing accuracy
- Conformance reviews of landscape and joint trench plans with civil plans

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- Review operations, maintenance and other necessary agreements
- Traffic signal, joint trench, street lighting, and photometric plans for conformance with City and industry standards
- Meetings and coordination with City staff, Applicants, and outside agencies (as requested)

As part of the plan review process, Ghirardelli prepares a plan check comment letter and includes any associated redlined documents. These comments and redlines will serve as the Applicant's guidelines in making corrections and preparing their resubmittal package. Ghirardelli utilizes Bluebeam Revu for redlined documents and plans.

Erosion and Sediment Control Review

Ghirardelli offers comprehensive erosion and sediment control/stormwater construction site control reviews, drawing on our team's extensive expertise in this critical field. Many of our Plan Reviewers possess firsthand experience in providing construction site control inspections, which uniquely positions us to collaborate effectively with Applicants during the design phase. This collaboration allows us to determine the most suitable site control measures for their projects.

Our review encompasses various crucial components, one of the most significant being the project-specific erosion control plan. We meticulously ensure the proper positioning and planning of essential features such as construction entrances and exits, washdown stations, fiber rolls/silt fencing, construction fencing, and inlet protection. Additionally, we assess haul routes, construction best management practices (BMPs), and post-construction water quality control plans, all to ensure a project's compliance with City and Construction General Permit (CGP) requirements.

Furthermore, for projects requiring a Stormwater Pollution Prevention Plan (SWPPP), we conduct a thorough technical review of the SWPPP, ensure the project plan conforms to the SWPPP, and verify that the Applicant has submitted a notice of intent to the state water resources control board.

FEMA Floodplain Administration

Ghirardelli possesses a wealth of expertise in evaluating FEMA applications pertaining to floodplain development (i.e. LOMA, LOMR, CLOMR, Substantial Improvements/Substantial Damage (SI/SD) determination, and other types of floodplain applications). Our team members hold certification as a Certified Floodplain Manager (CFM) and have actively supported municipalities throughout California in processing FEMA-related applications. Ghirardelli's CFM's will assume the role of the primary reviewer for all floodplain development projects the City assigns, including Elevation Certificates.

The review process is iterative, with the initial submittal containing the document to be reviewed and any supporting information (for example, a legal description should be submitted with a closure calculation). The review should result in either the acceptance of the documents, or a response with questions and suggested changes. These suggested changes should be focused on compliance with best practices and law, and avoid comments related to style differences. Subsequent submittals are also reviewed for compliance with previous peer reviews. The submittal and review process continues until documents are deemed acceptable.

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C. Project Experience and References

Ghirardelli brings an array of land development project management and review experience to this contract. Our Contract Manager, proposed team, and extensive 25-year background provide the City with unparalleled engineering knowledge in support of land development projects.

CITY OF SAN BRUNO; SAN BRUNO, CA

PROJECT DETAILS
Dates: 09/2023 to Ongoing

REFERENCE
Matt Lee, Public Works Director
(650) 616-7065
mlee@sanbruno.ca.gov

STAFF
Frank Navarro, Stephen Tovmassian, Lynette Kong, Mario Camorongan, Michelle Bocalan

ON-CALL DEVELOPMENT PLAN REVIEW

Ghirardelli currently acts as City Project Manager for various land development projects in San Bruno. As City Project Manager, Ghirardelli is tasked with ushering projects from pre-application through to project closeout by providing the following: detailed plan review of entitlement and building permit applications (including preparation of comments and conditions of approval), assistance in CEQA processing and preparation of development agreements, review of technical documents (i.e. utility reports, traffic analysis, stormwater management plans, etc.) for accuracy and conformance to project plans, coordination with various internal and external stakeholders including Applicants, and other various engineering tasks as required.

The types of land development projects being processed are broad and include a combination of mixed-use, multifamily residential, office, and residential subdivision projects. Ghirardelli staff also assists in processing several affordable housing projects for Senate Bill 330 and 35, which require a different approach to the development review process. Ghirardelli continues to provide these project management and plan review services to the City.

- Reimagining Tanforan (Tanforan Mall Redevelopment) - Duties include overseeing the City's consultant team for the 44-acre redevelopment surrounding the existing Tanforan Mall. To date, we have managed the review of the preliminary project application and gathered the necessary documents for the CEQA process.
- Glenview Highlands Development - Project Manager for this entitlement application requested to develop a vacant plot of land into a 58-unit housing subdivision. Since the application was submitted after the July 2023 deadline, the project must comply with the MRP 3.0 requirements.
- 840 San Bruno Avenue - Provided land development review and project management services for this Senate Bill 330 affordable housing project.

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CITY OF BURLINGAME; BURLINGAME, CA

STORMWATER COMPLIANCE REVIEW

PROJECT DETAILS
Dates: 06/2024 to Ongoing

REFERENCE
Martin Quan - Senior Civil Engineer
(650) 558-7245
mquan@burlingame.org

STAFF
Stephen Tovmassian, Lynette Kong, Michelle Bocalan

Ghirardelli provides stormwater plan review services for the City of Burlingame, focusing on ensuring compliance with Provision C.3 of the San Francisco Bay Regional Water Quality Control Board's Municipal Regional Permit (MRP) and the City's stormwater management requirements. Our responsibilities include evaluating diverse application types, including design reviews and accessory dwelling units, new development and redevelopment, and park facilities. We assess whether projects are subject to Provision C.3 and review all relevant stormwater management documents including but not limited to stormwater management plans, grading and drainage plans, utility plans, and operations and maintenance agreements for MRP compliance.

We also manage application statuses and review deadlines using the City's permit tracking software, Central Square Community Development, and engaged directly with City staff and developers to address any stormwaterrelated inquiries. Our efforts ensure that all review comments and conditions of approval were clear and comprehensive, and that developments adhered to both MRP C.3 standards and City-specific stormwater regulations, thereby supporting effective stormwater management across the community. This project is on track to be completed on time and within budget.

CITY OF MILLBRAE; MILLBRAE, CA

GATEWAY AT MILLBRAE STATION

PROJECT DETAILS
Dates: 11/2019 to 07/2020

REFERENCE
Harry Burrowes, Project Manager
(925) 788-3185
hburrowes@hbconsultinggroupinc.com

STAFF
Frank Navarro, Stephen Tovmassian

The project involved the redevelopment of an 17.8-acre site into a mixed-use commercial, retail, hotel, and veteran's affordable housing. Ghirardelli provided administration and management services, including review and response of RFIs, submittals, and project correspondence; third-party agency coordination with SFO, CCFD, and BART PD; compliance with dual agency permit requirements; field coordination, site supervision, and public safety. Ghirardelli was responsible for daily operations, including the installation of a new storm drain, sanitary sewer, domestic water, fire water, and joint trench, and site improvements, including curb, gutter, sidewalk, and bioretention areas. This project was successfully completed on time and within budget.

As part of a separate consultant, Stephen served as the Development Review Manager for this project, overseeing the engineering plan review and coordinating with the City and developer.

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CITY OF FAIRFIELD; FAIRFIELD, CA

PROJECT DETAILS
Dates: 10/2024 to Ongoing

REFERENCE
Alvin Lei - Senior Civil Engineer
(707) 428-7476
alei@fairfield.ca.gov

STAFF
Frank Navarro, Stephen Tovmassian, Lynette Kong, Michelle Bocalan

AS NEEDED PLAN REVIEW

Ghirardelli serves as City Project Manager overseeing private development projects. Work includes include plan review, CEQA assistance, development agreement preparation, technical document review and stakeholder coordination.

Projects include Suisun Valley Place, a new retail and residential development including +1500 residential units. Suisun Valley Place consists of a 13.1 acre retail center with a movie theater anchor with a full service restaurant. Additional retail is proposed to include several casual dining restaurants, services, and local businesses. A linear park will connect Suisun Valley Place with the city of Fairfield trails and parks system.

CITY OF SAN LEANDRO; SAN LEANDRO, CA

PROJECT DETAILS
Dates: 04/2018 to 10/2022

REFERENCE
Dane Rodgers, Senior Engineer
(510) 577-3428
drodgers@sanleandro.org

STAFF
Frank Navarro, Mario Camorongan, Stephen Tovmassian

MONARCH BAY SHORELINE DEVELOPMENT

As employees of another company, Frank Navarro, Mario Camorongan, and Stephen Tovmassian, provided project management and development plan review for the City San Leandro with managing this Public/Private partnership between the City and Cal Coast Development to redevelop a 52-acre area surrounding the City's existing marina. The Monarch Bay Shoreline Development Project is a planned development along the northern portion of the San Leandro shoreline, which has a vision to create a regional destination that connects the community with the Bay and provides enhanced recreational and community amenities. The public-private partnership with Cal-Coast Companies is planned to include up to 500 new housing units for families and individuals of varying incomes, a hotel, restaurants, small retail space, a new community library, a 25-acre passive public park, nearly 2 miles of public promenade, and an extension of the San Francisco Bay Trail.

Frank supported the City with project management including helping prepare the Development Agreement, attending community meetings, attending meetings with the City and Applicant, reviewing preliminary engineering and mapping plans, and preparing extensive conditions of approval.

Docusign Envelope ID: 8A9FFD4C-D246-4F57-8660-7C79ABF5D743

PLACER COUNTY DEVELOPMENT SERVICES; PLACER COUNTY, CA

PROJECT DETAILS
Dates: 7/2021 - Ongoing
Construction Cost: $100+ Million

REFERENCE
Adrian Compton - Engineering Manager
(530) 745-7549
acompton@placer.ca.gov

STAFF
Dave Nugen, Aaron Thomas, Dave Wilson

Bickford Ranch Development Project

Bickford Ranch Development is a 1,928 acre master planned community that will provide new residential homes, parks, public and private facilities and open space. Ghirardelli is providing construction inspection services for Phase 1 which includes both on-site and off-site improvements. Our inspection staff verifies the plans and specifications are being followed, prepares daily inspection report with photographs, and attends the contractor's daily safety meeting. The team works closely with stakeholders such as Placer County (Environmental Engineering), Placer County Water Association, Caltrans, City of Lincoln, City of Roseville, and PG&E.

On the Rough Grade Phase 1 Improvements project, Ghirardelli managed the grading of 1,000,000 cubic yards of cut and fill, including an estimated 43,000 CY of export material. The scope of work also encompassed tree removal, erosion control, pavement encroachments, drainage systems, and hydromodification/retention basins. Coordination with the Placer County Water Agency has been an ongoing effort, particularly as they re-routed and undergrounded the Caperton Canal.

For Phase 1 and subsequent Phase 1B and 2A Backbone Infrastructure projects, Ghirardelli oversees the construction of comprehensive water infrastructure, including a booster pump station with a welded steel tank, transmission and distribution lines, individual services, pressure relief stations, blow-offs, and a combination of ductile iron pipe with cathodic protection and C-900 pipe for distribution. Additionally, sewer lift stations are being constructed, with responsibilities covering foundation installation, underground utilities connections, and larger components integral to the station's operations.

On-site improvements also include the construction of rockery and Basalite block walls, complete roadways with detached sidewalks, landscaping, trails, and a traffic signal. For the off-site SR-193 and Sierra College Boulevard projects, Ghirardelli observed the excavation and installation of the sewer main line, including connections to the City of Lincoln's existing sewer system. This phase required blasting through dense rock. Additional tasks included installing storm drains with flared end sections, paving, striping, and traffic control.

Docusign Envelope ID: 8A9FFD4C-D246-4F57-8660-7C79ABF5D743

CITY OF MOUNTAIN HOUSE; MOUNTAIN HOUSE, CA

PROJECT DETAILS
Dates: 7/2020 - Ongoing
Construction Cost: $400+ Million

REFERENCE
Kathleen Chen, Engineer
(209) 831-5033
kchen@sjgov.org

STAFF
Jennifer Cutler, Tristan Thorsteinsson

On-Call Construction Management Services

Ghirardelli supports the City with program management, construction management, and inspection services for all off-site and on-site civil improvements associated with their private developments. Ghirardelli's responsibilities include managing underground utilities including sewer systems, water, joint trenches, irrigation canals, detention basins, flood control measures, subdivision enhancements, roadways, traffic signals, and parks.

Our staff works collaboratively with material and utility testers which includes verifying grades and testing underground utilities, and reviewing test results and tracking inspection documents. Ghirardelli has experience with the installation of underground utilities and joint trenches on various projects which includes subsequent bacteriological, pressure, video, and cathodic protection testing. The primary concern surrounding this scope is the safety of the City and residents. We aim to achieve safety by carefully monitoring active work and ensuring the correct preventive measures are implemented to avoid exposure to contaminants through the use of BMP's.

The Old River Pump Station Project is a support facility for the proposed neighborhoods for which it will be used to convey sewage to the nearby wastewater treatment plant via a 12-inch sanitary sewer force main. This facility consists of a 40-foot wet well alongside the pump house and odor control room to convey the proposed sewage to be produced by Neighborhoods K & J. The installation of controls along with the SCADA integration allows for remote access and control of the pump station. The removal of groundwater through a series of wet wells was necessary due to the pump stations proximity to Old River.

Neighborhood K & J Project constructs an 18-acre park, preserving 41 acres of wetlands, and developing 2,070 residential units on a 797-acre site. Includes new pump house, restroom, maintenance facilities, drainage, detention basins, storm drain, utilities, sidewalks, curbs, ADA compliant ramps, landscaping, roadway/bike lanes, street lighting, and signalized intersections. Also includes installation of fusible PVC through a bridge casing to tie into city water. Storm drain repairs were necessary for existing storm mains that had been previously installed and were achieved by using an injectable material by the name of Seal Guard.

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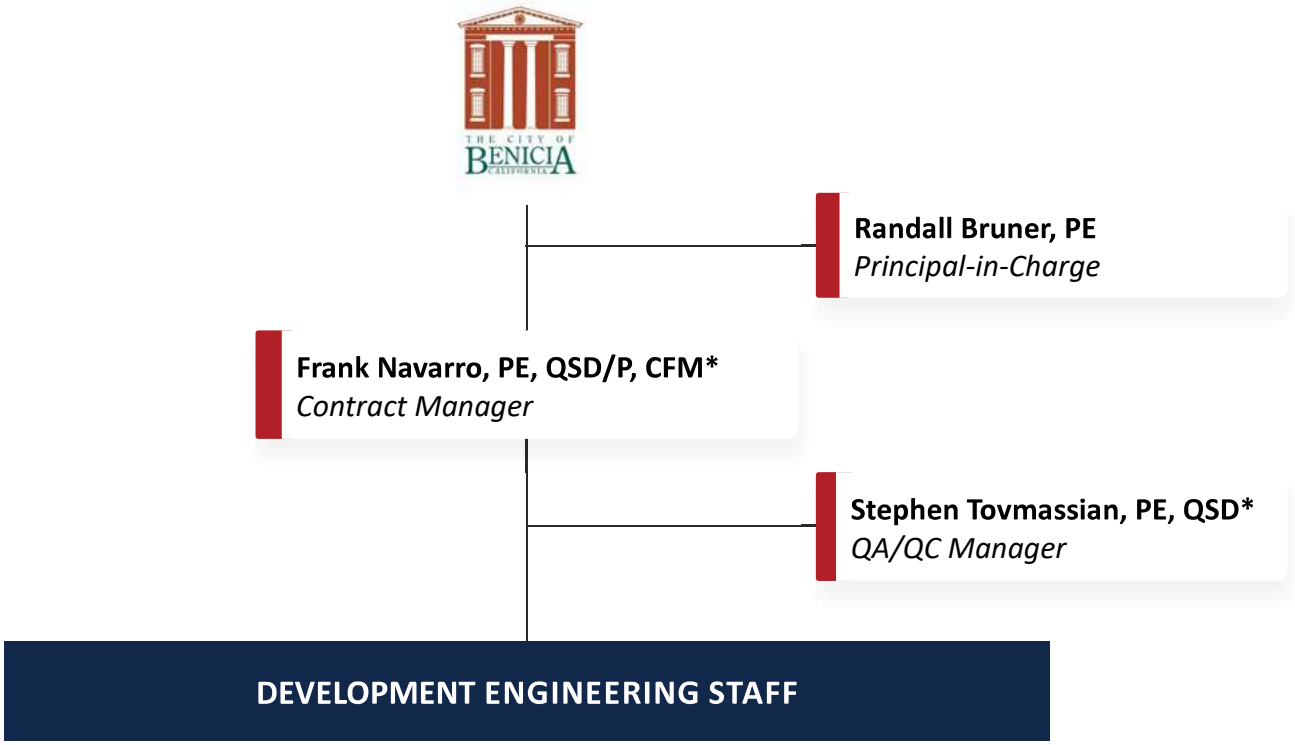
D. Organizational Chart



Staff Availability

STAFF AVAILABILITY TABLE (%)											
Proposed Staff Member	Role	2025		2026				2027			
		Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Mike Williams	Construction Inspector II	50	75	100	100	100	100	100	100	100	100
Stacey Barbadillo	Construction Inspector II	50	75	100	100	100	100	100	100	100	100
Michelle Bocalan	Engineering Technician II	40	40	60	60	60	60	60	60	60	60
Fritz McKinley, PE	Civil Engineer	80	80	80	100	100	100	100	100	100	100
Jessica Garcia, PE	Civil Engineer	50	50	80	80	100	100	100	100	100	100
Mario Camorongan, PE	Civil Engineer	60	60	80	80	100	100	100	100	100	100

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Frank Navarro, PE, QSD/P, CFM

Contract Manager | Senior Principal Engineer

Frank is a professional engineer with 28 years of experience in all phases of municipal engineering including capital projects, land development, transportation planning, and construction. He has recently provided development review services to the cities of San Bruno, San Leandro, Vallejo, Rohnert Park, Gilroy, and Dublin. Prior to joining the private sector, Frank spent seven years with the City of Dublin as a Senior Civil Engineer overseeing land development review, construction inspection, and floodplain management activities.

Years of Experience 28
Years with GA 1

EDUCATION
B.S., Civil Engineering,
University of California, Berkeley

CERTIFICATIONS
CA, Professional Civil Engineer, #59588

Qualified SWPPP Developer/ Practitioner, #22444

ASFPM Certified Floodplain Manager

Project Experience

Land Development Project Management and Review
City of San Bruno; San Bruno, CA
Project Manager. Frank served as City Project Manager for various land development projects within the City of San Bruno. As City Project Manager, he acted as City staff and is tasked with ushering projects from pre-application through to project closeout by providing the following: detailed plan review of entitlement and building permit applications (including preparation of comments and conditions of approval), assistance in CEQA processing and preparation of Development Agreements, review of technical documents (i.e. utility reports, traffic analysis, stormwater management plans etc.) for accuracy and conformance to project plans, coordination with various internal and external stakeholders including Applicants, and other various engineering tasks as required.

Tanforan Redevelopment
City of San Bruno; San Bruno, CA
Project Manager. Frank serves as the City's Project Manager overseeing the City's consultant team for the 44-acre redevelopment surrounding the existing Tanforan mall. The redevelopment will include a life science campus, mixed-use facilities (including a Target, cinema, and open-space/park area), and residential housing. The Project will also include creation of new streets, relocation of existing utilities (including a large diameter sewer main in El Camino Real), and other streetscape improvements. To date, Frank has managed the review of the Preliminary Project Application and gathering necessary documents for the CEQA Process. He will continue to provide project management as the development progresses as well as perform detailed engineering plan reviews.

Monarch Bay Shoreline
City of San Leandro; San Leandro, CA
Land Development Project Manager. Frank served as the Manager of Land Development for the City with managing this public/private partnership between the City of San Leandro and Cal Coast Development to redevelop a 52-acre area surrounding the City's existing marina. The redevelopment includes multi-family apartments, a hotel, a conference center, housing units, new restaurants, a new community library, a 25-acre passive public park, and almost 2 miles of Public promenade. Frank supported the City with project management including helping prepare the Development Agreement, attending community meetings, attending meetings with the City and Applicant, reviewing preliminary engineering and mapping plans, and preparing extensive conditions of approval.

Capital Improvement Project Management

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City of Pleasant Hill; Pleasant Hill, CA
Project Engineer. Frank provided senior level consulting services to the City of Pleasant Hill in the areas of capital project management, land development, and construction. He was project manager for the Contra Costa Boulevard Improvements project which delivers key traffic safety and streetscape enhancements to the downtown commercial corridor. Frank worked closely with the design consultant team and with Caltrans Local Assistance (multiple federal funding sources) to ensure project scope, budget, City design, and construction standards were met. He also handled the land development review and processing of numerous residential and commercial applications including entitlement activities, conditions of approval, and plan and map check.

Various Developments
City of Gilroy; Gilroy, CA
Land Development Project Manager. Frank provided development plan review and project management services for the City of Gilroy. Tentative map, improvement plan and final map review for in-fill and large greenfield residential developments including Glen Loma Ranch (450+ lots), Hecker Pass (500 + lots), Alexander Station (multi-family mixed use), and numerous other residential developments.

Various Developments
City of Pleasant Hill; Pleasant Hill, CA
Land Development Project Manager. Frank provided development review services including pre-application and entitlement review, coordination with other City Departments and external agencies, improvement plan check, and coordination during site construction and project closeout. Projects included Carmax, Diablo Valley Plaza Remodel, Hilton Homewood Suites Hotel, DeNova Taylor / Mercury subdivision (18 lots), and numerous other commercial and residential projects.

Various Developments
City of Vallejo; Vallejo, CA
Land Development Project Manager. Frank provided development plan review and project management services for the City of Vallejo. Notable projects include Lennar Mare Island, Waterstone II, Fairview, and the Lodge at Glen Cove.

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Years of Experience 12
Years with GA 2

EDUCATION
B.S., Civil Engineering, California State University, Northridge

CERTIFICATIONS
CA, Professional Civil Engineer, #85780

Stephen Tovmassian, PE, QSD

QA/QC Manager | Principal Engineer

Stephen offers over 12 years of experience in the field of municipal engineering. His expertise includes managing complex public works engineering functions in the areas of land development project management and review, water, wastewater, storm drainage, stormwater treatment, and transportation engineering. Notably, Stephen has managed and reviewed several major development projects throughout the Bay Area, including Burlingame Point (Meta Campus Expansion), Tanforan Redevelopment, Millbrae Serra Station, and Millbrae Gateway projects.

Project Experience

Firehouse Square Affordable Housing Project
City of Belmont; Belmont, CA
Assistant Land Development Project Manager. The Firehouse Square Affordable Housing Project is located at 1300 El Camino Real in Belmont. The development spans 0.72 acres and includes 66 affordable housing units in a three- and four-story building with residential units above partial retail space and a basement parking garage. The project features a mix of studios, one-, two-, and three-bedroom units, and a community room that incorporates the historic firehouse façade. Stephen supported the City in processing the entitlement application by reviewing conceptual plans, drafting conditions of approval, and collaborating closely with the applicant and internal City departments. Stephen also assisted the City with a review of the project's hydraulic improvements, which required an application to FEMA for a letter of map revision.

Burlingame Point (Meta Campus Expansion)
City of Burlingame; Burlingame, CA
Project Manager. Stephen served as the Project Manager for comprehensive civil review and acted as the City's Public Works Construction Manager for the Burlingame Point Development Project. This 18-acre development included the realignment of an existing street, new utility infrastructure, including several new storm drain outfalls, and two stormwater treatment facilities. The project also included the construction of a new sanitary sewer force main and two pump stations along Airport Boulevard which connected the Project to the City's Wastewater Treatment Plant (roughly ¾-mile). As public work construction manager, Stephen regularly attended construction progress meetings, reviewed RFI's/construction submittal pertaining to public works infrastructure and worked with the contractor/Applicant to resolve issues in the field.

C.3 Stormwater Compliance Review
City of Burlingame; Burlingame, CA
Project Manager. Stephen oversees stormwater plan review for the City, focusing on ensuring compliance with Provision C.3 of the San Francisco Bay Regional Water Quality Control Board's Municipal Regional Permit (MRP) and the City's stormwater management requirements. Her responsibilities include evaluating diverse application types – ranging from design reviews and accessory dwelling units, new development and redevelopment, and park facilities.

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Monarch Bay Shoreline Development
City of San Leandro; San Leandro, CA
Assistant Land Development Project Manager. Stephen provided assistance to the City with managing this Public/Private partnership between the City of San Leandro and Cal Coast Development to redevelop a 52-acre area surrounding the City's existing marina. The redevelopment included multi-family apartments, a hotel, a conference center, housing units, new restaurants, a new community library, a 25-acre passive public park, and almost 2 miles of Public promenade. Stephen assisted the City's Transportation and Engineering Department with general project management including helping prepare the Development Agreement, attending community meetings, attending meetings with the City and Applicant, reviewing preliminary engineering and mapping plans, and preparing extensive conditions of approval.

Google Charleston East
City of Mountain View; Mountain View, CA
Land Development Review Project Manager. Stephen provided land development review services for offsite and onsite packages of the proposed Google campus at 2000 North Shoreline Boulevard in Mountain View. This project included the review of a new street alignments which connected Charleston Road and Amphitheatre Parkway, new utility infrastructure, at grade bioretention facilities, and an elevated Class 4 cycle track.

Tanforan Redevelopment
City of San Bruno; San Bruno, CA
Assistant Land Development Project Manager. Stephen assisted the City with managing the City's Engineering consultant team for the 44-acre redevelopment surrounding the existing Tanforan mall. The redevelopment included a life science campus, mixed-use facilities (including a Target, cinema, and open-space/park area), and residential housing. The Project also included creation of new streets, relocation of existing utilities (including a large diameter sewer main in El Camino Real), and other streetscape improvements. To date, Stephen has assisted the City's Engineering division with review of the Preliminary Project Application and gathering necessary documents for the CEQA Process.

Gateway at Millbrae Station
City of Millbrae; Millbrae, CA
Development Review Project Manager. Stephen led the engineering plan review process for a prominent 16.9-acre development situated adjacent to the Millbrae BART Station. This multifaceted project encompassed the construction of four structures catering to office, commercial, and retail domains. The development also incorporated a total of 380 affordable housing units, along with 30 market-rate housing units, in addition to a 164-room hotel. The major elements of the project included the installation of a new signal at Millbrae Avenue and Rollins Road, replacing the existing bus terminal to create a pedestrian mall, and redesigning and reconfiguring the existing BART parking lot for more efficient use of space.

EPACENTER Arts
City of East Palo Alto; Palo Alto, CA
Land Development Review. Stephen provided land development review services for this development project located at 1950 Bay Road. The project scope involved developing a vacant plot of land into a 25,000 square foot youth arts center and associated parking. This project was particularly interesting from a stormwater perspective as it installed underground rain barrels onsite for stormwater re-use within the building in addition to green infrastructure within Pulgas Avenue.

C.3 Plan Review
City of Daly City; Daly City, CA
Project Manager. Stephen serves as the project manager for various C.3 plan reviews of C.3 regulated projects within the City of Daly City. The scope of work varies for each project but generally entails review of entitlement or building permit packages for compliance with Section C.3 of the Municipal Regional Stormwater NPDES Permit (MRP). Once the regulated project is approved for construction, in-progress stormwater inspections of the treatment facilities are provided, and field challenges are worked through with the project's contractor.

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Years of Experience 17
Years with GA 7

CERTIFICATIONS
BART Badge #66474
RWP Training
SSI Clearance
TWIC

Michael Williams

Construction Inspector 2

Mike is an experienced civil and electrical inspector. He is proficient in construction administration, as well as project management, estimating, coordinating with subcontractors, and acting as a liaison between the client and owners. Mr. Williams' has a proactive approach, excellent communication skills, and a proven track record supervising and training staff. He has more than 16 years' experience with construction projects and project estimating, including estimating for projects in excess of $1M, cost control for client retention, RFP/RFI vendor management, proposal writing and review, supervising 10-person teams, and training. He is familiar with aspects of commercial and residential construction, structural defects, blueprint takeoffs, new construction and remodeling, pavement upgrades, sustainable street projects, and curb and ramp improvement projects.

Project Experience

Monument Boulevard Pavement Project
City of Concord; Concord, CA
Construction Inspector | The objective of this project is to enhance roadway and pedestrian infrastructure, improve traffic flow and safety, and ensure compliance with stormwater pollution control measures across designated areas. This project involves mobilization, traffic control, storm water pollution control, clearing and grubbing, tree trimming, asphalt concrete grinding and removal, asphalt concrete installation, and rubberized asphalt concrete installation. Additionally, the project includes asphalt dig-out repairs, lowering and restoring utility covers to grade, survey monument adjustments, and improvements to concrete curb ramps and sidewalks at select locations. The scope also covers the relocation of pedestrian pushbuttons, application of traffic striping and markings.

Whitman Road Sanitary Sewer Improvement
City of Concord; Concord, CA
Construction Inspector | The project involved relocating and upgrading sanitary sewer infrastructure along Whitman Road, including replacing sewer mains, rehabilitating manholes, extending and reconnecting laterals, and a short sewer repair at the Whitman Road/Gilardy Drive intersection. Construction activities involved traffic control, stormwater pollution prevention, bypass pumping of sewer flows, open trench installation of sewer mains and laterals, manhole installation and rehabilitation, abandonment of the existing sewer main, and concrete work on curbs, gutters, sidewalks, and ramps.

Castro Ranch Road
City of Richmond; Richmond, CA
Construction Inspector | This project is the pavement rehabilitation of Castro Ranch Road from Olinda Road to the Richmond City Limit in Richmond, California. The work includes traffic control, environmental protection, removal and replacement of concrete curbs, removal of sidewalks, removal and replacement of AC dike, cold milling of asphalt pavement, wedge and conform grinding, and pavement repairs. Thermoplastic traffic striping and traffic markings for new bike lanes, traffic dividers, pedestrian push buttons, removing and placing of signs and signposts, median landscaping, and as shown on the project plans.

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Stacy Barbadillo

Construction Inspector 2

Stacy has an extensive background as a project engineer in project management, office engineering, scheduling, coordinating, quality control and assurance, file management, on-site construction inspection, safety assessment, and field operations. She is a detail-oriented project engineer with experience in field technician/operator work, quality control and assurance of construction and data acquisition, project logistics and coordination processes. She is proficient in multiple word processing, spreadsheet, and database applications.

Years of Experience **18**
Years with GA **5**

EDUCATION

M.S., Civil Engineering (Structural Engineering emphasis), California State University, Los Angeles

B.S., Electrical Engineering, University of California, Santa Cruz

Project Experience

5G Fiber Optic Infrastructure
City of San Mateo, San Mateo, CA
Construction Inspector. Stacy provided full time construction inspection during the installation of the City's new 5G fiber optic infrastructure. This is part of the City's Small Cell Network initiative. The small cell network will help relieve network congestion and pave the way for next generation networks. The technology will also expand "smart city" innovations, like citywide data-sharing, and will help the City stay competitive in the global economy.

documentation for attachments; develop tracking log of administrative records including field test results; update project as-built drawings per contract changes; and processing and routing Change Notices and Changes Orders.

Development Inspection
City of Burlingame; Burlingame, CA
Construction Inspector. Stacy provided inspection for improvements along Malcom Road and Old Bayshore Highway. The project involved comprehensive improvements, including the installation of C900 PVC pipelines and T-valves for main, domestic, and fire water lines. Work included trench excavation, dewatering, and the precise placement and torquing of pipelines and valves. Additional site enhancements were completed, including curb, gutter, and landscape grading. She ensured all aspects of the project were executed with precision and adhered to safety and environmental standards.

eBART Antioch Station Expansion Parking Project and Miscellaneous Site Improvements
BART; Antioch, CA
Office Engineer. Since the successful opening of BART to Antioch, also referred to as eBART, in May 2018, ridership has exceeded the forecast and parking spaces at the Antioch Station have been in high demand. To accommodate this increase in ridership, a new parking lot with approximately 850 parking spaces is being constructed at the Antioch Station, along with other improvements within eBART. The project includes modification of the existing Antioch Station Parking Lot, improvements on Canal Road – BART Maintenance of Way access gates, Slatten Ranch Road interchange striping modifications and multi-use path improvements. Work consists of civil, electrical, systems connection and traffic signals construction. Stacy is performing document control and office engineering activities including maintenance of electronic project files as well as hard copy documents; processing all incoming and outgoing documents using the WongCMS system; project set up in WongCMS and uploading necessary document for filing; daily monitoring and processing of RFIs and submittals; assisting the Resident Engineer in the preparation and distribution of weekly meeting agenda and minutes and gathering pertinent.

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Years of Experience	**23**
Years with GA	**1**

EDUCATION
B.S., Civil Engineering, San Jose State University

Michelle Bocalan

Engineering Technician 2 | Associate Engineer

Michelle is an engineering professional with over 23 years of experience providing municipal engineering and development review support to local agencies. She is adept at reviewing major and minor developments, including grading plans, public improvement plans, and utility improvement plans. In addition to her expertise in performing plan reviews, Michelle has provided engineering support to various public agencies in stormwater compliance, grant administration, public works inspection, and project reporting.

Project Experience

Associate Engineer
Private Consultant; Foster City, CA
Associate Engineer. Michelle provided engineering plan review, onsite engineering staff augmentation, engineering inspections and project closeout for public agencies throughout the San Francisco Bay Area. General duties included plan review of major and minor developments (residential and commercial), including but not limited to grading, public improvement, utility improvement, and plot plans. Projects and contracts she was involved in include:

- Project Management Support | Town of Colma, CA: Provided support in various agency deliverables including grant application support, compiling, and processing RFPs, coordinating NPDES deliverables, and land development reviews.
- Land Development and Public Works Support | City of South San Francisco, CA: Reviewed land development projects and created staff reports, development & consultant agreements & invoices, reviewed reports, assisted in public works inspections, and issued grading & encroachment permits.
- Engineering and Land Development Support | City of East Palo Alto, CA: Creating city standards, handling land development projects, assisting in capital improvement projects, organizing fee schedule structures, assisting PW inspections, issuing grading & encroachment permits
- Land Development Staff Support | City of Orinda, CA: On-site and off-site staff support services, including plan review, front counter assistance, permitting, and inspections. She has also aided with the development of the City's SB-9 Ordinance and guidelines and updating the City's Subdivision Ordinance
- Land Development Staff Support | Town of Moraga, CA: On-site and off-site staff support services, including plan review for single-family homes and various subdivisions, permitting, inspection, project closeout, and front counter assistance to the public.
- Walnut Estates and Holden Walnut Creek - Land Development Review | City of Walnut Creek, CA: Engineering plan checks for the development of a 1.51-acre site that includes 13 parcels for single family homes, a parcel for water quality treatment and a parcel for a private street and a project to build 139 residential homes.

Del Norte TOD Complete Streets Improvements
City of El Cerrito; El Cerrito, CA
Office Engineer. Michelle serves as the Office Engineer for this complete streets project. Work consists of improvements for bicyclists, pedestrians, transit users, and motorists to support transit-oriented development around the Del Norte BART Station. Project elements include enhanced and protected crosswalks, context-sensitive bikeways, bus boarding islands, circulation improvements, and various streetscape enhancements around and leading to the station.

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Fritz McKinley, PE

Civil Engineer | Senior Project Manager

Francis “Fritz” McKinley, PE, is a seasoned civil engineer and municipal leader with over four decades of progressive experience in public infrastructure, engineering management, and local government administration. Throughout his career, Fritz has held pivotal roles such as Assistant City Manager, Public Works Director, and City Engineer in multiple California municipalities, where he has led major capital improvement initiatives, managed multidisciplinary teams, and developed strategic plans for citywide services. Known for his technical acumen, collaborative leadership style, and dedication to mentoring emerging professionals, Fritz continues to shape resilient and efficient community infrastructure as a Senior Engineer with NorthStar in Chico, California.

Years of Experience	**30+**
Years with GA	**1**

EDUCATION
B.S., Civil Engineering, San Jose State University

CERTIFICATIONS
CA Professional Engineer, C59574

Project Experience

NorthStar, Chico, CA
Senior Engineer | Leads mentoring initiatives for young engineers in municipal infrastructure, guiding proposal development, project scoping, and public engagement. Coaches staff in communication, technical justification, and project documentation.

City of Pittsburg, Pittsburg, CA
Assistant City Manager / Public Works Director | Directed major city operations and strategic initiatives across public works, engineering, and infrastructure. Advised the City Manager, managed cross-departmental collaboration, prepared budgets, and served as liaison for intergovernmental matters.

City of Pittsburg, Pittsburg, CA
City Engineer / Public Works Director / Community Development Director | Oversaw engineering, planning, code enforcement, water treatment, and environmental affairs. Led capital improvement coordination and municipal service upgrades, including parks, water systems, and stormwater infrastructure.

W. Gilbert Engineering, Chico, CA
Principal Engineer | Managed public infrastructure design and development projects. Coordinated with stakeholders and municipalities on complex development approvals.

Various Projects and Positions at City of Chico, Chico, CA
Building & Development Services Director | Directed engineering and transportation system development, including high-profile public-private partnerships and significant capital improvements such as university facilities and wastewater upgrades.

Director of Engineering / Public Works Director | Managed the design and construction of citywide infrastructure and public facilities. Supervised capital budgeting, interagency coordination, and public works operations.

Assistant Director of Public Works | Supervised field engineering and development coordination. Key contributor to wastewater plant expansion and code revisions.

Senior Development Engineer / Development Engineer / Associate Civil Engineer | Led subdivision review and transportation project development, including design standard updates, community presentations, and major traffic studies.

Associate Civil Engineer | Managed capital improvement designs including drainage, sewer, and roadway infrastructure. Reviewed plans and coordinated interdepartmental efforts.

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Years of Experience	**12**
Years with GA	**1**

EDUCATION
B.S., Civil Engineering, University of California, Davis
CERTIFICATIONS
CA Professional Engineer Civil #87000

Jessica Garcia, PE

Civil Engineer | Senior Engineer

Ms. Garcia, an engineering professional with over 12 years of experience, offers diverse expertise in project engineering, management, and contract administration across transportation, public works, and federal agencies. Her roles span from spearheading management of the Caltrans DSDD program to providing support in transportation design, public works planning, and cost engineering. With her commitment to excellence and multifaceted skill set, Ms. Garcia has consistently driven the successful completion of critical infrastructure projects.

Project Experience

Riverside Ponds & Headwork Mitigation Project
City of Calistoga; Calistoga, CA
Construction Inspector | As the construction inspector of this project is to improve the resilience of critical WWTP infrastructure from catastrophic failure from flooding and associated erosion that threatens the City's WWTP. Work included replacing the existing Riverside Ponds with new ponds with berms elevated above the 100-year floodplain, stabilization of the banks of the Oat Hill Mine Ditch and Napa River, realignment and stabilization of Simmons Creek, and other incidental improvements as shown on the project plans.

Bay Trail – Vine Trail Gap Closure
City of Vallejo; Vallejo, CA
Construction Inspector | The Vallejo project spans nine locations, primarily focusing on road rehabilitation for drivers while enhancing trail access for pedestrians and cyclists, extending approximately five miles to the Vallejo Ferry Terminal. Janet, as Project Manager, oversaw Caltrans, PG&E, and Union Pacific coordination for areas within their jurisdiction. Ms. Garcia inspected the installation of FDR, fog seal, micro-surfacing, polyester concrete overlays, and thermoplastic striping and markings, as well as the placement of signs and traffic signal improvements.

Project Manager
Terravanta, Inc.; Lake Forest, CA
Project Manager | As Project Manager, Ms. Garcia spearheaded the management of the Caltrans Design Standard Decision Document (DSDD) program, a newly implemented initiative for utility pole work within Caltrans right of way. In her role, she supervised five engineering consultants responsible for developing DSDDs for Southern California Edison (SCE) projects. Her tasks encompassed assigning projects to specific consultants, ensuring timely and cost-effective completion of each DSDD, reviewing DSDDs before Caltrans submittal, and coordinating between SCE permitting staff and consultants to revise DSDDs in accordance with Caltrans review comments. Ms. Garcia's oversight and attention to detail ensured the seamless execution of the DSDD program, facilitating efficient management of utility pole work projects and fostering collaboration between Caltrans, SCE, and consulting teams.

Transportation Engineer
Caltrans, District 4; Oakland, CA
Transportation Engineer | Ms. Garcia supported Senior Transportation Engineers in the Design Section. She was responsible for conducting and coordinating the technical preparation of various project documents, including Project Initiation Documents, Project reports, Plans, Specifications and Estimates, and Design exceptions for transportation projects. She meticulously reviewed design guidelines, including Design Standard Decision Documents (DSDD) for multiple projects, ensuring compliance and quality standards were met.

Mario Camorongan, PE, CFM, QSD/P

Civil Engineer | Seniro Project Manager

Mario is an engineering professional with over 30 years of experience providing municipal engineering and development review support to local agencies. He is adept at reviewing major and minor developments, including grading plans, public improvement plans, and utility improvement plans. In addition to her expertise in performing plan reviews, Mario has provided engineering support to various public agencies in municipal engineering design, public works, environmental compliance, land development and civil construction.

Years of Experience **30**
Years with GA **<1**

EDUCATION
Civil Engineering, University of Pangasinan, Phillippines

CERTIFICATIONS
CA, Professional Civil Engineer, #36217
Certified Floodplain Manager, ASFPM
CFM, #US-08-03613
Qualified SWPPP Developer/ Practitioner, #20442

Project Experience

Land Development Review Project Manager
Private Consultant; City of Mountain House, CA
Mr. Camorongan provided various roles and responsibilities in CSG ranging from Senior Project Manager to Principal Engineer. As Principal Engineer, he was assigned as Interim Land Development Manager leading staff in delivering plan reviews and processing of development projects, reviewing and approving invoices, and other required tasks. As Senior Project Manager, he provided following services:

- **Land Development Review Project Manager | City of Mountain House, CA**
  Mr. Camorongan provided project management and submittals review, and project oversight as a Resident Engineer in support of the inspector on a number of parks and landscape projects. He provided oversight for the review and processing of various subdivision projects.
- **Entitlement Review Services | City of San Leandro, CA**
  For the 52-acre Monarch Bay Shoreline Development, Mr. Camorongan reviewed the entitlement application for completeness, and assisted the City with development of the Conditions of Approval for this project involving multi-family apartments, a hotel, a conference center, housing units, restaurants, a community library, a 25-acre passive public park, and a 2-mile public promenade. In addition, Mr. Camorongan reviewed floodplain applications for numerous residential projects.
- **Land Development Review Project Manager | City of Alameda, CA**
  Mr. Camorongan provided project management and development review services for the City of Alameda. Notable projects include Clement Avenue improvements from Grand Avenue to Willow Street; The Launch Development, a 360-unit multi-family development; and The Townhomes, a 182-unit development.
- **Land Development Review Project Manager | City of Vallejo, CA**
  Mr. Camorongan has provided land development plan review and project management services for the City of Vallejo including Fairview at Northgate/Costco development and Northern Waterfront development. Both developments are mixed used (commercial and residential) projects.
- **FEMA Floodplain – related Review | Cities of Alameda, San Leandro, and Town of Colma**
  Mr. Camorongan reviewed floodplain applications for numerous residential projects in the Cities of Alameda and San Leandro; and provided support to the Town of Colma for review of Letter of Map Revision for Colma Creek.

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E. Agreement for Service

Ghirardelli has reviewed the City's Standard Master Professional Services Agreement and accepts the terms of the contract and has the required insurance that meets the minimum standards.

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F. Proposal Authorization Form

RFP# 25-083

Exhibit D

PROPOSAL AUTHORIZATION

NAME OF RESPONDENT Ghirardelli Associates, Inc.

1. The above-named Respondent is a Respondent to the Request for Qualifications / Request for Proposals of the City of Benicia for professional services to prepare **On-Call Development Engineering Services - Staff Augmentation** and possesses the legal authority to submit this Proposal.

2. The undersigned is authorized to conduct all negotiations for and legally bind the Respondent in all matters relating to this Proposal submittal.

3. The undersigned has reviewed, understands, is able to comply with and agrees to be bound by the General Conditions Governing the RFP described in Section 7 of the RFP.

4. The undersigned grants the City a right to conduct reference checks and reasonable investigation of all information provided by Respondent.

5. The undersigned certifies that this Proposal is irrevocable until 120 days after its submission date.

Signature:

Print Name: Randall Bruner, PE

Title: CEO/President

Date: 05/12/2025

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Ghirardelli ASSOCIATES

Bay Area Office:

6601 Owens Drive, Suite 155
Pleasanton, CA 94588

Office: 925-575-0417

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Minimum Number of Hours
1	Construction Inspector II	2	Hourly	$193 - $284	TBD	TBD
2	Engineering Technician II	1	Hourly	$215	TBD	TBD
3	Civil Engineer	3	Hourly	$243 - $270	TBD	TBD
TOTAL:						**TBD**

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Ghirardelli ASSOCIATES

Municipal Engineering Services Hourly Rates

Classification	2025 Hourly Rate
Senior Principal Engineer	$310
Principal Engineer	$287
Senior Project Manager	$270
Project Manager	$254
Senior Engineer	$243
Associate Engineer	$215
Assistant Engineer	$183
Senior Management Analyst	$193
Management Analyst	$166
Administrative Assistance	$100
Engineering Trainee	$89
Construction Inspector	$193 - $284

1) Services are billed on a time-and-materials basis. All hourly rates include overhead costs. Overtime services provided outside of normal business hours will be billed at 1.5x the applicable rate.
2) Any extensive reproduction or delivery service charges shall be billed at actual.
3) Rates valid through 12/31/2025 . Annual rate escalation is 5%.

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26-036

PROFESSIONAL SERVICES MASTER AGREEMENT

(DEVELOPMENT ENGINEERING STAFF AUGMENTATION)

BETWEEN

CITY OF BENICIA AND

F.J. Kennedy & Associates, Inc.

This Professional Services Master Agreement ("Agreement") is dated July 1, 2025, and is by and between the City of Benicia, a political subdivision of the State of California ("CITY") and F.J. Kennedy & Associates, Inc., a California Corporation located at 2586 Comistas Drive, Walnut Creek, California 94598, licensed to do business in California, ("CONTRACTOR") relating to Kennedy & Associates Master Service Agreement - On-Call Development Engineering Services Staff Augmentation (FY26-27) Services (“Services").

1. Agreement

1.1. 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 by the City Manager, or designee who is hereby authorized to execute any Task Order and issue a Notice to Proceed, without further action by the City Council, provided the Task Order is within the total authority of this Master Service Agreement. Amendments to this Master Service Agreement require City Council approval.

Development Engineering may include, but not be limited to:

A. Construction Inspector

B. Civil Engineer

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.

1.2. Term of Agreement

A. This Agreement will conclude on June 30, 2027 unless it is extended in accordance with paragraph B below.

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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.

1.3. 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.

1.4. Compensation

CONTRACTOR shall be compensated, a total value not to exceed $325,000 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 not to exceed 5% or the current year's February change of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Francisco-Oakland-Hayward, CA index, whichever is lower, and must seek CITY's authorization for rate changes. 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.

1.5. 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 in excess of $1,000.00, where prevailing wages are required by 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 City's Public Works 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 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. CONTRACTOR 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 CONTRACTOR shall pay federal Davis Bacon wages and comply with applicable federal requirements.

B. 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.

C. CONTRACTOR, where applicable, 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.

1.6. 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

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Agreement. If CONTRACTOR is a "design professional," as defined in California Civil Code Section 2782.8(c), CONSULTANT shall indemnify, defend, and hold the Indemnitees harmless against Liability only to the extent such Liability arises out of, pertains to, or relates to CONSULTANT's negligence, recklessness, or willful misconduct. In such an event, the cost to defend charged to CONSULTANT shall not exceed CONSULTANT's proportionate percentage of fault.

1. If CONTRACTOR is a "design professional," as defined in California Civil Code Section 2782.8(c), CONSULTANT shall indemnify, defend, and hold the Indemnitees harmless against Liability only to the extent such Liability arises out of, pertains to, or relates to CONSULTANT's negligence, recklessness, or willful misconduct. In such an event, the cost to defend charged to CONSULTANT shall not exceed CONSULTANT's proportionate percentage of fault.

B. **Patent Rights, Copyright, Trade Secrets:** CONTRACTOR 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.

A. **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 artd will survive termination of this Agreement.

B. **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.

C. **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,

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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.

D. **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.

E. **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 al I 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

1.7. 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.

1.8. 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.

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1.9. 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.

1.10. 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 based on a final invoice from the CONTRACTOR.

1.11. 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 I 101, 1102and1102.1; 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.

1.12. 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.

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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. § l8700(a) (2))

1.13. 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.

1.14. 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.

1.15. 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.

1.16. 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.

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1.17. 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.

1.18. 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.

1.19. 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.

1.20. 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.

1.21. 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: Stacy Hofacre

Senior Management Analyst

shofacre@ci.benicia.ca.us

To Contractor: Frank J Kennedy

President

fjk@kennedyandassociates.org

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1.22. 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.

1.23. 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.

2. Insurance Requirements

2.1. INSURANCE REQUIREMENTS

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated July 1, 2025, by and between F.J. Kennedy & Associates, Inc., hereinafter referred to as "Contractor", and the City of Benicia, hereinafter referred to as "City", providing for professional services.

2.2. 1. Contractor's Duty to Show Proof of Insurance

Contractor, 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 Contractor's acts, errors, or omissions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Contractor shall not perform any work under this Agreement until Contractor 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, Contractor 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, Contractor 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. Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or City as an additional insured.

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2.3. 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 Contractor'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. Contractor 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.

2.4. 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.

2.5. Workers' Compensation Insurance

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

2.6. 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.

2.7. 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.

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2.8. Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Contractor, at Contractor'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.

2.9. Insurance terms and conditions:

3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Contractor shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Contractor 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. Contractor 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 Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor 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 Contractor is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Contractor'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 Contractor'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 Contractor 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.

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3.6 Failure by Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor. City, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Contractor 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 Contractor 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 Contractor and its Subcontractors shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Contractor's fees under this Agreement (and the fee of its Subcontractors under Subcontractor agreements) shall be reduced by the amount of insurance premiums that may be avoided by Contractor and its Subcontractors 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 Contractor's and Subcontractors policies. Construction Manager and its Subcontractors shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

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

"F.J. Kennedy & Associates, Inc." By: Signed by: Franci J Kennedy 8CF8D7C342AD492... 6/19/2025

Franci J Kennedy

Its: President

"City" By: _____

Its: _____

"Department" By: _____

Its: _____

"City Attorney" By: _____

Its: City Attorney

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Exhibits List

A - Scope of Work

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Exhibit A

Scope of Work

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Kennedy & Associates
CONSULTING CIVIL ENGINEERS

Project Management
Construction Management
Program Management
Engineering Services

May 12, 2025

City of Benicia
250 East L Street
Benicia, CA 94510

Attention: Stacy Hofacre, Sr. Management Analyst

Subject: Statement of Qualifications for On-Call Development Engineering Services – Staff Augmentation

Thank you for the opportunity to present this Statement of Qualifications for On-Call Development Engineering Services – Staff Augmentation. For over 22 years Kennedy and Associates' primary focus has been to support public agencies in the Bay Area through staff augmentation in Development Plan Review, City Surveyor services, Stormwater Permit compliance, Floodplain Management, Project and Construction Management, Construction and Stormwater Inspection, and Capital Improvement Projects assistance. We have served as municipal management staff, City Surveyor and City Engineer. Currently, 100% of our work is for public agencies.

The contact for this proposal is:

Frank Kennedy, P.E., PWLF, QSD/P
(925) 932-7857
fjk@kennedyandassociates.org

F. J. Kennedy and Associates, Inc
2586 Comistas Drive
Walnut Creek, CA 94598

Kennedy and Associates is committed to performing the services stated in the On-Call Development Engineering Services – Staff Augmentation in the following capacities:

- Construction Inspector
- Civil Engineer

As we are based in Central Contra Costa County, our staff is a phone call away. Each staff member is fully equipped with a home office and is authorized to make decisions with our clients immediately, including responding to a new task order. With this form of team structure, we have the flexibility to efficiently respond as needed by our clients.

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Additionally, our staff can quickly respond on site as necessary. Kennedy and Associates has assisted clients at development applicant meetings, City Meetings from Zoning Administrator through City Council, public outreach meetings, construction inspections, as well as various stormwater support meetings and inspections.

We look forward to the opportunity to discuss how Kennedy and Associates can support the City's Public Works and Engineering staff at the City's convenience.

Very truly,

F. J. Kennedy

F. J. Kennedy, P.E., PWLF, QSD/P
President

Docusign Envelope ID: 93FDDEE7-9DD0-4D6D-8297-7661086F8FC9

10. Vendor Questionnaire

10.1. Project Organization

Kennedy & Associates (K&A) is proposing to provide On-Call Development Engineering Services and Staff Augmentation independently. No subcontractors are proposed.

Kennedy & Associates
2586 Comistas Dr
Walnut Creek, CA 94598
(925) 932-7857
fjk@kennedyandassociates.org

Corporate Officers:

Frank Kennedy, President Kennedy & Associates 2586 Comistas Dr Walnut Creek, CA 94598 Main: (925) 932-7857 Mobile: (925) 451-4294	Andrew Kennedy, Vice President Kennedy & Associates 1221 Henrietta Street Martinez, CA 94553 Main: (925) 932-7857 Mobile: (925) 451-0228

Kennedy & Associates' main office is located in Walnut Creek.

Additionally, each staff member is fully equipped with a home office including a connected network and file sharing services. This allows staff to quickly and efficiently work collaboratively with each other as well as our clients. K&A staff is equipped with software allowing project review comments and redlines to be noted directly on plan sets and returned electronically to the client and/or design engineer. K&A has well established working relationships with our local print shops enabling us to receive oversized plans electronically and simply print our own copies of plans when necessary.

It is noted that Kennedy & Associates has successfully employed this remote office model since our inception in 2002.

Additionally, our staff can quickly respond on location as necessary. Our target level of service is to be as close to responding to needs as staff in your office. We intend to be immediately available by phone or email and have staff physically present within four hours.

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10.1.1. Name of Subcontractors

K&A is not proposing subcontractors for this proposal.

10.1.2. Project Organization Chart

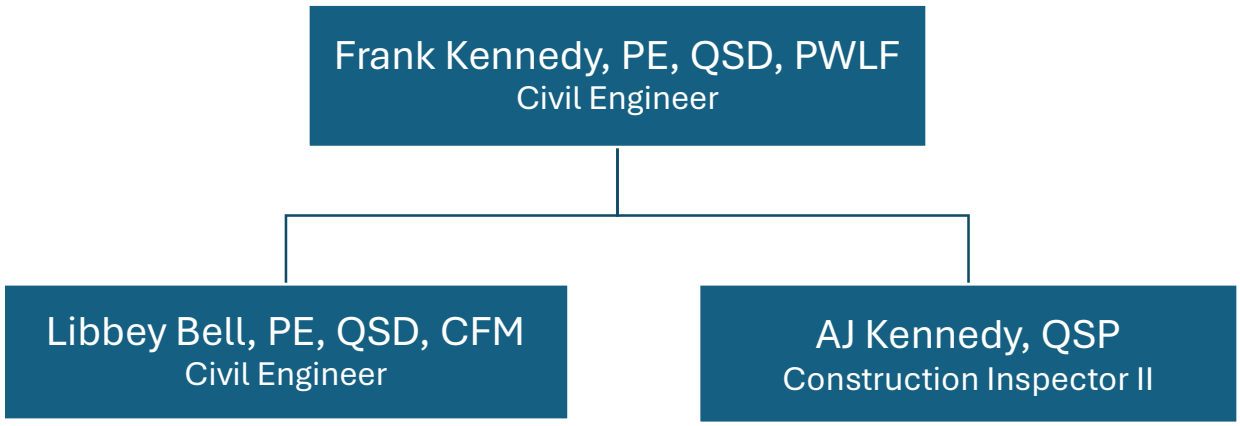
Kennedy & Associates Organizational Chart

Our key staff described in this Statement of Qualifications have specialty experience that will aid the City of Benicia. Our team consists of two licensed Civil Engineers and one Construction Inspector.

Our licensed engineering staff are experienced former city employees familiar with the internal processes of local government and working daily with the public as Current Development staff, Engineering Services Manager and City/Town Engineer. In addition, our team holds the licenses and certifications applicable to provide Engineering and City Surveyor support. Our staff regularly participates in continuing education opportunities, and sponsorship and attendance at industry group meetings such as CCEAC, APWA, ACEC, EBME and ASFPM.

Our Construction Inspector is APWA and QSP Certified.

We are a Caltrans Certified Small Business. With our size and close working style, we are able to be flexible and responsive. We have never failed to deliver a completed work product on time and on budget.



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10.1.3. Description of responsibilities

Our proposed team is as follows; complete resumes are included in section 10.4.

Frank Kennedy, **Principal in Charge, Civil Engineer**

Frank Kennedy is experienced in entitlement processing, development and stormwater plan and calculation review, and floodplain management. Additionally, Frank is the City Surveyor for Moraga, Pinole, Pleasant Hill, Concord, Vallejo and the Town of Danville. The past 5 years of experience as City Surveyor includes 58 project reviews of Parcel Maps, Subdivisions, Parcel Mergers, Lot Line Adjustments. Lot Splits, SB9 Lot Splits, Condominium Maps, Roadway Easements, and ROW Vacations. A detailed list of expertise and typical services is detailed in Section 10.2, Approach. A full list of projects and clients from 2022 to date is included as Attachment 1.

Libbey (Elizabeth) Bell, **Civil Engineer**

Libbey Bell is experienced in entitlement processing, development and stormwater plan and calculation review, and floodplain management. She also does mapping document review, including Parcel Maps, Final Maps, Chain of Title, Lot Line Adjustment under the direction of Frank Kennedy. A detailed list of expertise and typical services is detailed in Section 10.2, Approach. A full list of projects and clients from 2022 to date is included as Attachment 1.

A.J. (Andrew) Kennedy, **Construction Inspector**

A.J. Kennedy performs construction site inspections, including those required under the Construction General Permit, stormwater treatment device O&M inspections, commercial industrial cleanwater and rainy season site inspections, and On Land Visual Assessments for trash load reduction compliance. He also performs the ArcGIS Online data entry and tracking for full trash capture installation and bio-retention device installation for El Cerrito, Moraga, Hercules, Pinole, and Pleasant Hill. A full list of projects and clients from 2022 to date is included as Attachment 1.

10.1.4. Team Members

Civil Engineer:	Frank Kennedy Libbey Bell
Construction Inspector:	A.J. Kennedy

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10.2. Approach

10.2.1. Approach

Our staff's expertise in Land Development support originates from our long history as former city engineering employees. We have since used that knowledge and expertise as consultants assisting various municipalities when their staffing levels are not adequate. We have extensive first-hand experience in the processing of private development projects from the initial entitlement phase through project acceptance and warranty. We are skilled in reviewing new projects for completeness, identifying outstanding items and considerations, crafting project-specific conditions of approval where necessary, drafting staff reports, making presentations to Planning Commissions and City Councils, reviewing construction documents, reviewing mapping documents including vesting information, maps, easements and other encumbrances, reviewing against applicable floodplain requirements, performing construction inspections including C.3 and C.6 inspections, and accepting public improvements. We have provided these services for all types of development projects including commercial, industrial, residential and mixed-use projects.

K&A has served as the City Surveyor for a number of Bay Area municipalities. City Surveyor services can be applicable to development projects, either public or private, as well as stand-alone issues. We are experienced in the review of (Vesting) Tentative, Parcel and Final Maps and all associated documents related to that review including Title Reports, vesting documents, closure calculations, quit claim documents, plats and legal descriptions. Stand-alone issues could include review and processing of the documents listed above as well as lot line adjustments, parcel mergers, certificates of correction, certificates of compliance, vacations or abandonments of public right-of-way and public easements, chains of title, and plat maps and legal descriptions. K&A staff has experience and expertise in review and research of associated information as well as review against City ordinances, County ordinances and State Law (Subdivision Map Act). Frank is duly authorized to serve as City Surveyor and sign all survey-related documents on the City's behalf.

K&A has a breadth of engineering experience not specifically noted in Section 4. Scope of Work. Other areas include stormwater management support, and general civil engineering support. By nature of our business model, K&A is available to field and assist with issues on an on-call basis.

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A detailed description of services provided include:

REVIEW OF ENTITLEMENT PLANS

K&A provides review for tentative maps, and vesting tentative maps, preliminary grading and drainage, storm water control (C.3) plans, infrastructure and street improvement plans for frontage improvements as well as street improvement plans, erosion control plans, and floodplain permit applicability. Entitlement review is performed for all types of development permits – single residential, minor, and major residential subdivisions, commercial projects, industrial projects, mixed-use projects, utility improvement projects and occasionally use permit or use permit amendment projects.

CONDITIONS OF APPROVAL

Condition of Approval development support and staff report support – while most municipalities have a standard set of conditions of approval, K&A assists in crafting project / site-specific conditions necessary for the project to be entitled and constructed in compliance with local, state, and federal requirements.

CITY MEETINGS

K&A assists municipal staff with Applicant meetings with development teams and their engineers as well as City Meetings such as Zoning Administrator, Design Review Board / Architectural Review Board, Planning Commission and City Council Meetings. K&A can be available to either respond to Council questions or prepare and present materials, as necessary.

CITY SURVEYOR SERVICES

K&A performs all types of City Surveyor Services including those associated with entitled projects and standalone surveying needs. For minor and major subdivisions, K&A routinely reviews Parcel Maps and Final Maps including associated vesting documents, reference Maps, closure calculations, and necessary quit claim documents, and plats and legals for right of way dedications and easements. Additional services not always associated with a development include Lot Mergers, Record of Surveys, Lot Line Adjustments, Certificates of Correction, Plat Maps, Legal Descriptions and all associated vesting documents and calculations required for review.

CONSTRUCTION DOCUMENT REVIEW

Once a project is entitled, K&A provides complete review of construction documents through permit issuance, construction, and project completion. Construction Document Review includes review of remedial grading plans, rough grading plans, grading plans, on-site and off-site improvement plans, storm water control (C.3 SWCP) plans, SWCP Operations and Management (O&M) plans, O&M Agreements, erosion control plans, traffic control plans, and any associated calculations or studies such as drainage studies or sewer calculations. Projects are reviewed against applicable local, county, state or federal design standards and plans as well as project specific studies such as the geotechnical report for the project site. Often, a cursory review of building

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(roof) plans or landscape plans are required to confirm all plans are consistent and the project functions as designed. Project estimates are reviewed for bonding purposes.

STORMWATER SERVICES

K&A provides a full suite of stormwater services including review of stormwater control (C.3) plans for development review. This review is performed either in conjunction with review of the entire set of construction documents or separately where a municipality needs assistance only with stormwater review and compliance. In addition to the plan review K&A can also perform stormwater inspection – including C.3 Integrated Management Practices (IMP) construction inspection, Operation and Management (O&M) inspection.

FLOODPLAIN MANAGEMENT

K&A checks and confirms whether a project is located in a FEMA designated Special Flood Hazard Area (SFHA) or floodplain. When applicable, K&A reviews project plans for conformance with the municipality's flood prevention ordinance and permitting requirements as well as the minimum requirements of the National Flood Insurance Program (NFIP) requirements. K&A provides Special Flood Hazard Area (SFHA) determinations, Substantial Damage / Improvement determinations, Floodplain Application Review with respect to permitting as well as LOMA applications, CLOMR and subsequent LOMR applications and Elevation Certificate review.

CONSTRUCTION SUPPORT

K&A routinely provides engineering construction support when projects are under construction. This includes review of any proposed changes or clarifications to an approved portion of construction documents. Occasionally, field visits are requested and can be accommodated.

MITIGATION MONITORING

K&A can assist with ensuring compliance with the project's Conditions of Approval and where applicable its California Environmental Quality Act (CEQA) Mitigation Monitoring requirements. This task typically includes both tracking project submittals and approvals and construction compliance and occasional inspections or a requested combination thereof.

PHASE II SMALL MS4 GENERAL PERMIT COMPLIANCE

K&A is experienced in Permit Compliance and can assist the City with all aspects of their Phase II Small MS4 General Permit compliance.

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10.2.2. Level of Effort Letter

The nature of the City's Request for Proposals for On-Call Development Engineering Services and Staff Augmentation makes it difficult to provide a detailed staffing breakdown as the size and scope of any of the on-call work is not yet determined or communicated.

K&A is however committed to submitting to the City a bid (inclusive of work tasks, personnel, and cost proposal) electronically within five (5) to fifteen (15) working days of receiving the scope of work, as detailed in Section 4.8. Bid Procedures & Selection of the Request for Proposal.

It is understood that the City will be selecting a consultant from their contracted firms for any given project or task.

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10.3. References

10.3.1. References

K&A has provided on-call engineering, inspection and city surveyor services through similar contracts to the following Bay Area municipalities:

FRANK KENNEDY

City of Pleasant Hill – Development Engineering and Stormwater Support

Ann James
Public Works Director
925.671.4646
ajames@pleasanthillca.org

City of Pleasant Hill
100 Gregory Lane
Pleasant Hill, CA
94523

Frank performs on call development application review. The scope of work includes the completeness of the applications, technical review of the elements of the submittals and conditions of approval.

Frank also provides staff support to fully implement a compliant and functioning Stormwater program. He offers the necessary tools and programs to enable enforcement of the MRP. He currently represents the City in its committee obligations for the Contra Costa Clean Water Program and performs its O&M inspections. He supports, on request, the preparation of sections of the Annual Report.

Frank assisted the City in compliance with the Cleanwater provision on Trash Load Reduction. We make available to the City the review of development grading and improvement plans, storm water control plans and on land visual trash assessments.

City of Vallejo – Development Engineering, Stormwater Support and City Surveyor

Melissa Tigbao, P.E.
Public Works Director-Engineering
707.648.4316
melissa.tigbao@cityofvallejo.net

City of Vallejo
555 Santa Clara
Street Vallejo, CA
94590

Derek Crutchfield
Environmental Services Manager
707.648.5346
derek.crutchfield@cityofvallejo.net

Frank has provided staff support to the City of Vallejo to mobilize a fully compliant and functioning Stormwater program. Prior to the MRP issued in 2009, the City of Vallejo was subject to an NPDES permit issued in 1999 and thereby witnessed a sharp

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increase in both the number and the range of Stormwater requirements to implement. We assisted the City in responding to a Notice of Violation letter. We continue to offer the necessary tools and programs, including a municipal ordinance, to enable enforcement of the MRP. We have provided training to Engineering, Planning, Building and Maintenance staff in the compliance aspects of the MRP including: plan check, SWCP and O&M plan check, construction site controls inspection and tracking, O&M inspection of installed bio-retention facilities, corporation yard inspection, municipal maintenance practices and Integrated Pest Management. We are currently providing support for the land development review. We assisted the City in compliance with the Trash Load Reduction provision. We support, on request, the preparation of sections of the Annual Report.

Frank also provides City Surveyor services and review of the stormwater and civil portion of development applications for all projects submitted for a building permit.

LIBBEY BELL

City of Concord – Development Engineering and Stormwater Support

Mitra Abkenari
Associate Civil Engineer
925.671.3439
mitra.abkenari@cityofconcord.org

City of Concord
1950 Parkside Drive
Concord, CA 94519

Bernard Enrile, PE, QSD
Senior Civil Engineer
925.671.3031
bernard.enrile@cityofconcord.org

Having served the City of Concord as the acting Current Development Engineering Manager from 2008 until 2010, Libbey also filled the role of Stormwater Program Manager and designee to the City's Floodplain Administrator. As a consultant, she continues to provide Development Engineering Plan Review and Stormwater Program Support by conducting on-call project plan review, Stormwater Control Plan (SWCP) and O&M plan review and approval, as-needed assistance with preparation of the Annual Report, and supplemental activities.

City of Vallejo – Development Engineering, Stormwater Support and City Surveyor

Melissa Tigbao, P.E.
Public Works Director-Engineering
707.648.4316
melissa.tigbao@cityofvallejo.net

City of Vallejo
555 Santa Clara
Street Vallejo, CA
94590

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Derek Crutchfield
Environmental Services Manager
707.648.5346
derek.crutchfield@cityofvallejo.net

Libbey has provided staff support to the City of Vallejo to mobilize a fully compliant and functioning Stormwater program. Prior to the MRP issued in 2009, the City of Vallejo was subject to an NPDES permit issued in 1999 and thereby witnessed a sharp increase in both the number and the range of Stormwater requirements to implement. We assisted the City in responding to a Notice of Violation letter. She continues to offer the necessary tools and programs, including a municipal ordinance, to enable enforcement of the MRP. She has drafted training for Engineering, Planning, Building and Maintenance staff in the compliance aspects of the MRP including: plan check, SWCP and O&M plan check, construction site controls inspection and tracking, O&M inspection of installed bioretention facilities, corporation yard inspection, municipal maintenance practices and Integrated Pest Management. She is currently providing support for the land development review. She supports, on request, the preparation of sections of the Annual Report.

A.J. KENNEDY

City of Clayton - Construction Inspection

Larry Theis, PE
City Engineer
925.890.9732
larryt@claytonca.gov

City of Clayton
6000 Heritage Trail
Clayton, CA 94517

From 2022 through 2024, A.J. was the grading inspector. Additionally, he observed and verified the SWPPP QSD work as the City inspector and also performed the rainy season monthly rain event inspections.

City of Benicia – Special Inspection

Sharon Denny
Management Analyst II
707.746.4215
sdenny@ca.benicia.ca.us

City of Benicia
250 East L Street
Benicia, CA 94510

A.J. has been performing the City DTSC inspections for the Tourtelot property since 2006. This was a remediated parcel that was part of the Fromer Benicia Arsenal. The purpose is to inspect for unlawful intrusions, slope failures, evidence of unexploded

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ordinance in the previously cleared area, and for slope failures. He prepares the annual inspection report technical sections to be completed by the City Attorney's office.

City of Hercules – Stormwater Program Support

Jose Pacheco, P.E.
Associate Engineer
510.799.8247
jpacheco@herculesca.gov

City of Hercules
111 Civic Drive
Hercules, CA 94547

A.J. performs stormwater program support on an on-call basis. A.J.'s tasks include but are not limited to preparation of the Annual Report, Stormwater Specific GIS assistance and field inspection work related to Provision C.3 and C.10.

Town of Moraga – Stormwater Program Support

Shawn Knapp, P.E.
Public Works Director/Town Engineer 925.888.7027
sknapp@moraga.ca.us

Town of Moraga
329 Rheem Boulevard
Moraga, CA 94556

A.J. performs both inspection services and on-call Stormwater MRP tasks for the Town. Currently A.J. is performing rainy season site inspections, Stormwater GIS work related to post construction treatment compliance, and trash load reduction as well as assisting with the Annual Reports.

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10.4. Resumes

Frank Kennedy, P.E., PWLP, QSD/P

Development Review, City Surveyor, Stormwater Program Support

EDUCATION
M.B.A. St. Mary's College, 1982
B.S. Civil Engineer, University of Santa Clara, 1968

REGISTRATION/CREDENTIALS
Professional Civil Engineer, California, #21771, 1972; Hawaii, #15762, 2015
ITS Local Assistance - Resident Engineer Academy, 2009
Qualified Storm Water Pollution Prevention Plan Developer (QSD) #798

WORK EXPERIENCE
F. J. Kennedy and Associates, Inc., President, 2002 – present
Jacobs Civil Company, Northern California General Manager, 2000 to 2002
City of Walnut Creek, City Engineer, 1986 to 2000

Frank Kennedy has 50 years of experience in the planning, design and construction management of transportation, commercial and industrial projects. His experience includes 35 years with private and public agencies focusing on municipal infrastructure design and construction. Projects included: the review and processing of major residential and commercial development, new roadways and bridges designed to Caltrans Standards and funded with State and Federal funds, pedestrian and bike bridges and trails, new parks, park expansion and renovation, storm sewer design and construction, and review and inspection of development infrastructure. He is well experienced in coordinating projects with Caltrans, the Army Corps of Engineers, Bay Area Regional Water Quality Board, the Bay Area Air Quality Management Board, the Department of Fish and Game, and the Bay Conservation and Development Commission. As City Engineer of Walnut Creek he oversaw the development and implementation of the City's Capital Improvement Program, as well as personally managing the City's major projects. He has current experience in projects involving Caltrans right-of-way, and State funding. He represents the City of Oakley, City of Pleasant Hill and the Town of Moraga on the Contra Costa Clean Water Program Management Committee in implementation of the Municipal Regional Permit (NPDES Permit).

RELEVANT PROJECT EXPERIENCE

- City Engineer, City of Oakland for the Oakland Army Base Redevelopment 2013 to present
- Current Development Engineering Manager for the City of Concord from 2009 to 2012
- Stormwater Program Manager for Town of Moraga, City of Concord and City of Oakley
- Development review for Town of Moraga, City of Oakley, City of Concord and City of Vallejo
- City Surveyor for the Cities of Oakley and Concord and the Town of Moraga

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Libbey (Elizabeth) Bell, P.E., CFM, QSD/P

Development Services, Stormwater Program Management, Floodplain Management

EDUCATION

B.S. Civil Engineering, Minor Environmental Engineering, Pennsylvania State University, 1996

REGISTRATION/CREDENTIALS

Professional Civil Engineer, California #64004, 2002, Pennsylvania #083271, 2015
Certified Floodplain Manager #US-08-03366, 2008
Qualified Storm Water Pollution Prevention Plan Developer/Practitioner (QSD/P) #26311

WORK EXPERIENCE

Kennedy and Associates, Principal Engineer, November 2010 – Present
City of Concord, Acting Senior Civil Engineer, November 2005 – October 2010
Worldwide Land Surveys and Civil Engineering, Project Engineer, August 2003 – July 2005
Francisco and Associates, Project Engineer, December 2002 – August 2003
Berryman & Henigar, Project Engineer, January 2001 – December 2002
Williams Gas Pipelines, Project Engineer, November 1997 – January 2001

Libbey Bell has over 25 years of engineering experience. Early career experience consists of various design work including multi-million-dollar utility (high-pressure natural gas transmission lines) replacement design, municipal waterline expansion/replacement design, municipal Capital Improvement Plan (CIP) roadway and frontage improvement design, as well as residential and commercial development project design.
However, the overwhelming majority of her career, Libbey has worked either directly for a public agency or consulting to public agencies. She has expertise in Development project review from providing guidance during an initial pre-application meeting through entitlements, permit plan review, cleanwater considerations, project construction, permit compliance and final project close-out. With her range of experience, clients often reach-out to Libbey to brainstorm solutions to a wide variety of issues. She has superb research skills in stormwater resources. She also blends her resources as a Floodplain Manager with Stormwater to fill in potential gaps in the approach to project development and compliance review.

RELEVANT PROJECT EXPERIENCE

- Provide general Clean Water support
- Project Entitlement, Subdivision Map, and Construction Plan and Calculation Review
- Preparation of Annual Reports
- Develop / Implement Green Infrastructure Plan (GI) Plans
- Develop client staff Clean Water training as necessary

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A.J. Kennedy, QSP
Stormwater Plan Review, Stormwater/Public Works Inspector, Stormwater Compliance Management

EDUCATION
Diablo Valley College
Engineering Studies/Machine Technology Certificate 1999

REGISTRAION/CREDENTIALS
APWA Public Works Construction Inspection Certification 2006
QSP # 21021
CESSWI EnviroCert Certification 2011

WORK EXPERIENCE
Kennedy and Associates Engineering, Stormwater Programs Management April 2006 – Present

AJ Kennedy performed plan check for major development projects for the City of Oakland including the Oakland Army Base Redevelopment Project. He provides inspection services, QSP services and C.6 Stormwater Compliance Inspection for the City of Oakley. He has provided stormwater compliance assistance for the City of Benicia, including staff training in inspection compliance, as a Phase II permit holder. He has also provided inspection and C.10 Trash Compliance Services and training for the Cities of Vallejo, Concord, Pinole and Oakley and Pleasant Hill; all MRP Permittees. He currently is the Inspector of record and prepares the DTSC annual inspection report for the Tourtelot Site Cleanup Project (former Benicia arsenal) on behalf of the City of Benicia. Additional current duties include:

- C.3 Operation and Maintenance Inspections for the City of Oakley and Town of Moraga
- C.4 Commercial/Industrial Inspections for the City of Oakley
- C.6 Construction General Permit Inspections for the City of Oakley
- C.10 Compliance including GIS assistance for the Cities of Concord, Hercules, Pleasant Hill, Pinole, Oakley and the Town of Moraga.

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F. J. Kennedy and Associates, Inc.
Billing Rates

Effective May 1, 2022

Principal Engineer	Design and Consulting Services	$245.00/hr
	Expert Witness Deposition and Trial	$432.00/hr
Senior Engineer	Design and Consulting Services	$175.00/hr
Engineering Technician/ Sr Engineering Inspector	Design and Consulting Services	$132.55/hr
Administration	Office Support	$ 77.00/hr

Reproduction other than incidental prints or electronic media copies — Actual Cost

Travel Expenses – Local (Greater Bay Area/Driving Distance) – Included in Billing Rate

Dedicated project vehicle — $865.00/month

Rates are subject to annual review.

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10.6. Prior Litigation / Claims

A. Kennedy & Associates has not been involved in any litigation or claim, threatened or filed.

B. Kennedy & Associates has not been involved in any projects for which we have failed to complete any work awarded.

10.6.1. Litigation Claims

Kennedy & Associates has not been involved in any litigation or claim, threatened or filed.

10.6.2. Failed Project Completions

Kennedy & Associates has not been involved in any projects for which we have failed to complete any work awarded.

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10.7. Financial and Related Information

A. Kennedy & Associates confirms that we are financially qualified to undertake the Services defined by this RFP. If requested, K&A will supply financial statements for the last three fiscal years.

B. Included with this SOQ, Kennedy & Associates has provided a letter from our insurance broker attesting to the willingness to provide the required insurance coverages described in the Professional Services Agreement. A copy of our current certificate of insurance for the City of Benicia is included as Attachment 2.

10.7.1. Audited and/or reviewed financial statements

Kennedy & Associates confirms that we are financially qualified to undertake the Services defined by this RFP. If requested, K&A will supply financial statements for the last three fiscal years.

10.7.2. Letter from its insurance broker

Included with this SOQ, Kennedy & Associates has provided a letter from our insurance broker attesting to the willingness to provide the required insurance coverages described in the Professional Services Agreement. A copy of our current certificate of insurance for the City of Benicia is included as Attachment 2.

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10.8. Discretionary Supplemental Materials

10.8.1. Discretionary Supplemental Materials

City of Benicia – Tourtelot Inspection and Compliance

Kennedy and Associates has been performing the Annual Tourtelot Inspection from 2006 – 2024. This is an Annual Inspection submitted to Department of Toxic Substance Control (DTSC). Reporting includes inspection in the field as well as reporting with DTSC and City of Benicia staff.

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10.9. Agreement Requirements

10.9.1. Professional Services Agreement

Kennedy and Associates hereby agrees to sign the Professional Services Agreement substantially similar to the form of Professional Services Agreement attached to the RFP.

10.9.2. Proposed Changes to Professional Services Agreement Terms

Kennedy and Associates does not propose any changes to the City's Professional Services Agreement.

10.9.3. MyCOI Registration for Insurance Tracking

Kennedy and Associates hereby acknowledges that if we are selected, we will register with the City's digital insurance tracking platform, MyCOI, and are responsible for ensuring our insurance documentation is correctly uploaded to the system, whether by the Vendor or its insurance agent.

10.10. Forms

10.10.1. Proposal Authorization Form

Please see signed Proposal Authorization form (Exhibit D), included as Attachment 3.

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FRANK KENNEDY - City Surveyor References and Projects

January 2022-current

City of Concord – Reference: Bruce Davis

LOLA 5198 Myrtle Dr	1790 Billings PM	MM24004 Mt Diablo St PM
LOLA 1880 Market	Sub 9434 Walnut Grove	MM24006 Clayton Road Easement
Sub 9506 Clayton Rd Townhomes	929 Oak Sub	Sub 9585 the Villas on Walters
MS 06-411 Hidden Corners	2322 Bates MS	MM24003 Coast Guard Q Village
PM 08-002, La Vista Ave	3800 Cowell PM	Parcel Merger 1819 2nd
Wren Ave MS	5291 Concord Blvd, Bird Sub	MM24011 Matheson PM
PM 1700 Farm Bureau Rd	MM23001 Galindo Lot Merger	1700 Farm Bureau FPM
2201 Smith Ln FM	Wren Ave PM	4359 Cowell ROW

City of Vallejo – Reference: Melissa Tigbao

PM 15-0002, Northern Waterfront	Waterstone 2A, 2B Sub	LLA 24-002, 161 Lewis Brown
Mare Island PM	Old Cove Rd SS Easement	802-908 Kentucky LLA
Blue Rock Plat and Legal	Park Place Sub	TPM23-0005 4300 Sonoma
Porter St LLA	PM22-0005 Chick Fil A	LLA 24-0003 Browning Way
Fairview Sub, Turner Pkwy	PM24-0003, 226 Farragut	

Town of Danville – Reference: Fred Korbmacher

Subdivision 9543, Rivers Lane	MS 858-2024, 573 LaGonda Way	Pulido, Maiden and Mariposa ROW
MS 853-2022 734, El Pintado	MS 855-2025, 100 Rassai	Vacating
MS 851-2023, 854, El Pintado	MS 856-2024, Merilee Place	
MS 858-2023, Toyon Terrace	MS 854-2024, Podva Lane	

City of Pinole – Reference: KJ Madayag

Pinole Square PM	2151 Appian Way Village LLA	2548 Alamo SB Split
2151 Appian Way Village	2153 Hazel PM	SM 24-01 Tara Hill Lot Split
2801 Pinole Valley Rd TPM	1516 Fitzgerald LLA	SB9 Lot Split Nob Hill Rd
1599 San Pablo Parcel Merger	Pinole Shores PM	

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LIBBEY BELL – Engineering - References and Projects

January 2022-current

City of Concord – Reference: Mitra Abkenari

Ashbury	Wren Ave MS	Dev23005 2201 Smith Lane
MM24016 LLA	Tabernacle Preschool	Galindo St Lot Merger
MM24010 FBR	DEV23005 2201 Smith Lane	1500 Concord Shell
MM25001 4252 El Cerrito	MM23001 1774 Farm Bureau Rd	B231720 845 Ridge Dr
DEV23015 Costco Expansion	3800 Cowell Lot Split	B231580 3298 Verona Ct
2799 Clayton Rd	DEV21009 1985 N 3rd St	B231574 1309 Kansas Circle
DEV21009 1985 N 3rd St	Hampton Inn – 1785 Pine St	7995 Arnold
MM24011 Matheson	Concord Area Self Storage	2500A Bates Ave
MM24012 2nd St Merger	B23221 859 Grenola	1705 Berrywood SFR ADU
MM24003 Coast Guard	B121244 1772 Sargent	1290 Concord Ave
2512 North 6th	B231481 1195 Heather Ct	1335 Galindo
Bird Subdivision Prelim Plan	1385 Galindo St Avesta	1881 Whitman FM
DEV22018 1200 Detroit	MM23007 – 2322 Bates Ave	Muir Eye Clinic
2500 A Bates Ave	DEV23004 1981 Diamond Blvd	1313 Galindo
MM24004 Mt Diablo	GR23016 1385 Galinda St	JMMC Seismic and Modernization
MM24006 Clayton Rd SS Esmt	Mohr Lane	1335 Galindo
MM23003 1790 Billings	7995 Arnold	Wren Ave MS
1995 Arnold Ind Way, Parcel C	B232309 3100 Athene Ct	PJ 2449 Willow Pass Rd (CIP)
DEV23016-1381 Galaxy Way	DEV23012 Trader Joes	Dutch Bros / Kiddie Academy
Industrial 216 PM 42	B232387 1816 Yvonne Dr	

City of Oakley – Reference Billilee Saengchalern

Town Place Suites	Diablo Water Dist Corp Yard	Ranchettes
910 E Cypress Rd	SWCP	Summer Lakes
Cypress Preserve Phase 1	7630 DeJesus (Sellers)	Sub 9580 Golden Oak
2450 Oakley Rd MS22-976	Sub 8803 Brownstone	Woodbury
7626 Cosetti (Machado Ln)	2540 Oakley Rd	Twin Oaks
Rosewood Sub 8787	Sub 9579 Honey Creekside	Oakley Logistics Center
Wendy's 1082 E Main		

City of Vallejo – Reference: Melissa Tigbao

Stormwater Support	PM22-005 Chick-Fil-A	5190 Mini Sonoma Gateway
902-908 Kentucky	TM23-005 4300 Sonoma Blvd	

City of Pinole – Reference: KJ Madayag

SBN24-001 Nob Hill	1580 PVR Resurfacing Project	1301 Pinole Valley Rd
SM24-01 Appian Professional	2153 Hazel	Vista Woods
Office Two Lot Split	2801 Pinole Valley Rd	

City of San Pablo – Reference: Jimmy Zhou

3516 San Pablo Dam Rd (Extra Storage)	SP PD – 1050 Gateway Alvarado Gardens	2237 San Pablo Ave

City of Pleasant Hill – Reference: Laetitia Galeazzi

230-240 Cleaveland	2161 Pleasant Hill Rd	

Town of Moraga – Reference: Edrianne Aguilar

Rheem Center	Hetfield Estates, Sub 9051	1800 Donald Dr SWCP

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AJ KENNEDY – Engineering Services - References and Projects

January 2022-current

City of Clayton – Reference: Larry Theis

Grading Inspector	Environmental Inspector (SWPPP, QSP)

City of El Cerrito – Reference: Stephen Pree

Arc GIS Support	Onland Visual Trash Assessments	City Stormwater Ordinance Update

City of Martinez – Reference: Khalil Abusaba

Arc GIS Support	Onland Visual Trash Assessments	City Stormwater Ordinance Update

City of Benicia – Reference: Sharon Denney

DTSC Tortelot Annual Inspection

City of Hercules – Reference: Jose Pacheco

Arc GIS Support	Onland Visual Trash Assessments	City Stormwater Ordinance Update

City of Oakley – Reference: Billilee Saengchelern

C.4 Commercial/Industrial Inspections	Stormwater Program Support

City of Pleasant Hill – Reference: Laetitia Galeazzi

Arc GIS Support	Onland Visual Trash Assessments	Annual Report Support

Town of Danville – Reference: Bob Russell

Arc GIS Support	Onland Visual Trash Assessments	Annual Report Support

City of Vallejo – Reference: Derek Crutchfield

Stormwater Program Support

Town of Moraga – Reference: Edrienne Aguilar

Arc GIS Support	Annual Report Support

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Exhibit D

PROPOSAL AUTHORIZATION

NAME OF RESPONDENT F.J. Kennedy and Associates

1. The above-named Respondent is a Respondent to the Request for Qualifications / Request for Proposals of the City of Benicia for professional services to prepare [this statement of qualifications] and possesses the legal authority to submit this Proposal.

2. The undersigned is authorized to conduct all negotiations for and legally bind the Respondent in all matters relating to this Proposal submittal.

3. The undersigned has reviewed, understands, is able to comply with and agrees to be bound by the General Conditions Governing the RFP described in Section 7 of the RFP.

4. The undersigned grants the City a right to conduct reference checks and reasonable investigation of all information provided by Respondent.

5. The undersigned certifies that this Proposal is irrevocable until 120 days after its submission date.

Signature: F. J. Kennedy

Print Name: F.J. Kennedy

Title: President

Date: 5/12/2025

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26-038

PROFESSIONAL SERVICES MASTER AGREEMENT

(DEVELOPMENT ENGINEERING STAFF AUGMENTATION)

BETWEEN

CITY OF BENICIA AND

TRB and Associates, Inc.

This Professional Services Master Agreement ("Agreement") is dated July 1, 2025, and is by and between the City of Benicia, a political subdivision of the State of California ("CITY") and TRB and Associates, Inc., a California Corporation located at 3180 Crow Canyon Place, Suite 216, San Ramon, California 94583, licensed to do business in California, ("CONTRACTOR") relating to TRB Master Service Agreement: On-Call Development Engineering Services Staff Augmentation (FY26-27) Services (“Services").

1. Agreement

1.1. 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 by the City Manager, or designee who is hereby authorized to execute any Task Order and issue a Notice to Proceed, without further action by the City Council, provided the Task Order is within the total authority of this Master Service Agreement. Amendments to this Master Service Agreement require City Council approval.

Development Engineering Services may include, but not be limited to:

A. Construction Inspector

B. Engineering Technician

C. Civil Engineer

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.

1.2. Term of Agreement

A. This Agreement will conclude on June 30, 2027 unless it is extended in accordance with paragraph B below.

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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.

1.3. 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.

1.4. Compensation

CONTRACTOR shall be compensated, a total value not to exceed $325,000 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 not to exceed 5% or the current year's February change of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Francisco-Oakland-Hayward, CA index, whichever is lower, and must seek CITY's authorization for rate changes. 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.

1.5. 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 in excess of $1,000.00, where prevailing wages are required by 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 City's Public Works 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 subconsultants shall keep and

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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. If the Agreement exceeds $2,000 and is funded with federal funds, then CONTRACTOR shall pay federal Davis Bacon wages and comply with applicable federal requirements.

B. 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.

C. CONTRACTOR, where applicable, 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.

1.6. 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

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in addition to, and shall not in any way be limited by the insurance obligations contained in this Agreement.

B. **Patent Rights, Copyright, Trade Secrets:** CONTRACTOR 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.

C. **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 artd will survive termination of this Agreement.

D. **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.

E. **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.

F. **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.

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G. **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 al I 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

1.7. 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.

1.8. 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.

1.9. 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.

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1.10. 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 based on a final invoice from the CONTRACTOR.

1.11. 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 I 101, 1102and1102.1; 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.

1.12. 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

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2. Possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel. (2Cal. Code Regs. § l8700(a) (2))

1.13. 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.

1.14. 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.

1.15. 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.

1.16. 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.

1.17. 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.

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1.18. 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.

1.19. 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.

1.20. 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.

1.21. 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: Stacy Hofacre

Senior Management Analyst

shofacre@ci.benicia.ca.us

To Contractor: Todd Bailey

Principal

tbailey@trbplus.com

1.22. 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.

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1.23. 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.

2. Insurance Requirements

2.1. INSURANCE REQUIREMENTS

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated July 1, 2025, by and between TRB and Associates, Inc., hereinafter referred to as "Contractor", and the City of Benicia, hereinafter referred to as "City", providing for professional services.

2.2. 1. Contractor's Duty to Show Proof of Insurance

Contractor, 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 Contractor's acts, errors, or omissions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Contractor shall not perform any work under this Agreement until Contractor 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, Contractor 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, Contractor 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. Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or City as an additional insured.

2.3. 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

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for liability arising out of Contractor'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. Contractor 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.

2.4. 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.

2.5. Workers' Compensation Insurance

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

2.6. 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.

2.7. 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.

2.8. Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Contractor, at Contractor'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.

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2.9. Insurance terms and conditions:

3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Contractor shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Contractor 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. Contractor 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 Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor 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 Contractor is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Contractor'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 Contractor'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 Contractor 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 Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor. City, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Contractor agrees to reimburse City for

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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 Contractor 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 Contractor and its Subcontractors shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Contractor's fees under this Agreement (and the fee of its Subcontractors under Subcontractor agreements) shall be reduced by the amount of insurance premiums that may be avoided by Contractor and its Subcontractors 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 Contractor's and Subcontractors policies. Construction Manager and its Subcontractors shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

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

"TRB and Associates, Inc." By: Signed by: Todd Bailey 075F0172DECE462... 6/19/2025

Todd Bailey

Its: President

"City" By: _____

Its: _____

"Department" By: _____

Its: _____

"City Attorney" By: _____

Its: City Attorney

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Exhibits List

A - Scope of Work

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Exhibit A

Scope of Work

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May 12, 2025

Proposal to provide to the

City of Benicia

ON CALL DEVELOPMENT ENGINEERING SERVICES - STAFF AUGMENTATION

[RFP# 25-083]

CONTACT

Todd Bailey, PE, LEED AP, CASp, MBA
Principal-in-Charge
925.866.2633
tbailey@trbplus.com

OFFICE LOCATIONS

San Ramon
Sacramento
Burlingame
Santa Clara
Long Beach
Las Vegas

TRB + Associates

www.trbplus.com

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May 12, 2025

Rachel O'Shea, Deputy Community Development Director | Building Official
City of Benicia | 250 East L Street | Benicia, CA 94510

SUBJECT: TRB and Associates Proposal to Provide On-Call Development Engineering Services – Staff Augmentation

Dear Ms. O'Shea:

TRB and Associates, Inc. (TRB) is pleased to submit this Proposal to Provide On-Call Development Engineering Services – Staff Augmentation for your consideration. We have reviewed the contents of the City's RFP and are prepared to provide the requested scope of services. We look forward to the opportunity to build on our over 18-year work partnership with the City of Benicia Building and Safety Division providing On-Call Development Engineering Professional Services.

For this engagement, **Todd Bailey, P.E., CASp, LEED AP, and MBA** will continue to serve as the **Project Manager** responsible for ensuring timely delivery of quality support services. To confirm, Todd will be managing all services provided to the City from TRB's San Ramon office. Of note, Todd has over 18 years of personal experience providing Building and Safety support services to the City of Benicia. The balance of our proposed key staff is identified within our proposal response.

TRB provides Plan Review, Inspection, Delegate Chief Building Official, and CASp services to municipal building and public works departments throughout California. Our corporation, which comprises over 75 team members, was established in 2006 and has been a growing business since its founding. We specialize and serve exclusively in the code compliance role. We would like to highlight the following about the company:

- Our firm is engaged to provide as-needed Building Department and related services to over 75 municipalities in Northern California: including the City of Benicia. As a result, our team is very familiar with the many region-specific considerations that need to be considered when evaluating code compliance including flood zone, seismic design, wind exposure, soil/liquefaction, wildland urban interface, and landslide criteria.
- As a value-added service, Paul Armstrong will be available to provide code training to City staff and all invited guests on the California Building Codes Standards if desired by the City.
- The staff of TRB includes licensed Civil, Structural, Mechanical, Fire Protection, and Electrical Engineers; Architects; and ICC, CASp, LEED®, and SAP certified individuals who have an average 25 years of experience in the architecture-engineering-construction industry.
- Our staff are active in industry organizations such as ICC, CALBO, CBOAC, ASCE, and SEAOC. Of note, TRB+'s roster includes three ICC Chapter Presidents and a CBOAC Board Member.
- Our firm was recognized as Industry Member of the Year by the County Building Officials Association of California (CBOAC) in 2019.
- We have a strong track record of producing quality results and meeting turnaround goals, and a track record to which our clients will attest.

Our firm looks forward to the opportunity to continue to assist the City of Benicia as a Building Safety and Public Works Services provider and is prepared to enter into an agreement with the City immediately. In the documentation provided, you will find background information on the company, our building & fire life safety service offerings, representative project experience, professional references, and a fee schedule for your review. To confirm, proposed prices shall be in effect for one hundred twenty (120) days from the date of Price Proposal submission. If you have questions or need further information, please do not hesitate to contact **Todd Bailey** by phone at **(925) 866-2633** or by email at tbailey@trbplus.com. To confirm, I am authorized to bind the firm contractually. We look forward to hearing your feedback soon.

Sincerely,

TRB + ASSOCIATES, INC.

Todd Bailey, P.E., LEED AP, CASp, MBA
ICC Certified Building Plans Examiner + Combination Commercial Inspector | Principal & Project Manager
President & Secretary

ICC PREFERRED EDUCATION PROVIDER

Corporate Office
3180 Crow Canyon Place, Ste 216
San Ramon, CA 94583
Tel: 925.866.2633

Silicon Valley Office
1265 El Camino Real, Ste 209
Santa Clara, CA 95050
Tel: 408.642.1068

Burlingame Office
433 Airport Blvd, Ste 209
Burlingame, CA 94010
Tel: 925.866.2633

Sacramento Office
3841 N. Freeway Blvd, Ste 209
Sacramento, CA 95834
Tel: 916.384.0900

Southern California Office
4182 N Viking Way, Ste 213
Long Beach, CA 90808
Tel: 562.566.4144

Las Vegas Office
5955 Edmond Street, 1F
Las Vegas, NV 89118
Tel: 702.760.5881

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Company Overview

TRB and Associates, Inc. (TRB) is a California-based building and fire life safety services Corporation with offices in San Ramon, Sacramento, Burlingame, Santa Clara, Long Beach, and Las Vegas. Our firm provides Plan Review, Inspection, Building Department Administration, Delegate Chief Building Official, Disabled Access (CASp) Consulting services to public agencies throughout California.

TRB was established in 2006 and has been a growing business since its founding. The firm is owned by its Principal-in-Charge Todd Bailey, PE, LEED AP, CASp, MBA who has 30 years of experience working in the Building Safety field in California. Our over 75 team members have an average of 25 years of experience in the Architecture-Engineering-Construction industry, encompassing building safety and related services across a full range of code disciplines.

Range of Services

- ✓ Building and Fire Plan Review
- ✓ Building and Fire Inspection
- ✓ Building Department Administration
- ✓ Code Enforcement Inspection
- ✓ Consulting Chief Building Official
- ✓ Disabled Access (CASp) Consulting
- ✓ Building Standards Codes Training
- ✓ Civil & Planning Plan Review and Inspection

Capacity and Resources

TRB has extensive resources and a large pool of licensed engineers and certified building safety experts, equipped to handle a wide range of building department needs. The majority of our services are delivered on an as-needed, ongoing basis. Having a large pool of resources allows us to accommodate existing and future workload effectively. To confirm, we do not have any current or anticipated engagements which would affect our ability to staff for this assignment - we are committed to supporting the City of Manteca and have resources available for the anticipated needs noted in the City RFP.

Qualifications and Technical Capabilities

TRB team members possess multiple certifications and registrations to assure compliance with all requirements mandated by the State and local jurisdiction ordinances. Our team comprises of individuals who are either engineers or architects licensed in the State of California, or who possess ICC certifications in their respective disciplines. Of note, our team includes 8 licensed Structural Engineers. In addition, our staff includes 4 LEED® Accredited Professionals and 6 CASp certified individuals. Most of our staff possesses a combination of these industry-recognized credentials. Information on the qualifications of our proposed personnel and an Organizational Chart is provided in later Sections of our Proposal.

Our staff members are regular instructors and attendees at construction code and standards training offered through the local ICC Chapters, CALBO, CBOAC, SEAOC, AISC, ASCE, NFPA and other building industry organizations. In addition, several of our staff members are current or past board members with industry organizations and as such, are aware of many aspects of the development of relevant construction codes. Staff experience encompasses a full range of construction types and occupancies including the following:

- ✓ ADUs and JADUs
- ✓ Photovoltaic Systems
- ✓ Assembly Occupancies
- ✓ Commercial Tenant Improvements
- ✓ Detention Facilities
- ✓ Distribution Centers
- ✓ Hotels
- ✓ Industrial/Storage Warehouses
- ✓ Manufacturing Facilities
- ✓ Medical Office Buildings
- ✓ REACH Code Projects
- ✓ Battery Energy Storage Systems
- ✓ Mixed-Use Projects
- ✓ Multi-Family Dwellings
- ✓ Office Buildings
- ✓ Parking Structures
- ✓ Power Plant Facilities
- ✓ Recreation/Gymnasium Facilities
- ✓ Restaurants
- ✓ Logistics Centers
- ✓ Gas Stations
- ✓ Cannabis Facilities
- ✓ Hazardous Chemical Facilities
- ✓ High Rise Buildings
- ✓ Hospitals
- ✓ Retail Centers
- ✓ Schools
- ✓ Single Family Dwellings
- ✓ Sports Arenas
- ✓ Theaters

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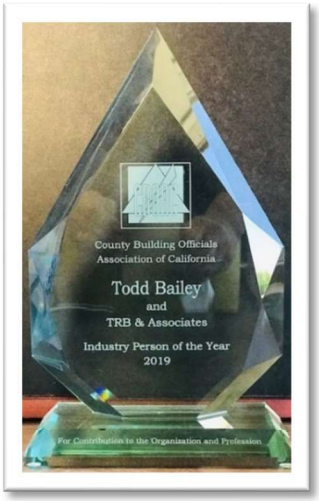
Customer Service Philosophy

TRB's customer service philosophy is simple; provide consistent quality services and represent our clients to the best of our ability. The achievement of the City's goals is at the heart of the services we provide. We have been able to consistently meet our clients' goals by implementing the following principles:

- ✓ Garnering a problem-solving attitude
- ✓ Gaining awareness of the issues that affect the community
- ✓ Applying the right expertise in a responsive manner

What you can Expect from Us



Experience

- Comprehensive understanding of the California Building Standards Codes
- Average 25 years' experience

Quality Work

- High technical competence and solutions oriented
- Balanced approach to application of adopted Codes & Standards

Responsiveness

- Close proximity to City Offices
- Staff available on 24/48-hour notice
- Critical-path awareness
- Effective workflow policies and procedures
- Emergency Response Ready

Teamwork

- Consider us your Partner – We work with you

What Sets Us Apart

TRB has a strong track record of production quality results, meeting turnaround goals and client satisfaction. Ask our clients:

> *"TRB has performed Plan-Check services for [our City] for many years now. They review 75% of all my external plan reviews, I can honestly say their services are excellent. I have used several companies over the last 23 years, TRB has outperformed them all. TRB remains responsive and in control, they meet with me and our clients when requested and constantly put in the extra effort to ensure positive outcome."* - California Municipal Chief Building Official

Our Commitment

In our firm's nearly 20 years in business, we have assembled a team of professionals that have been committed to the success of our clients. As the organization continues to grow, we have maintained our core belief in providing a welcoming environment, training, and promotional opportunities, and providing the best service possible to our clients. With TRB, the City of Benicia will continue to receive an experienced team who understands the needs of public agencies and takes pride in delivering outstanding service. Consider us your partner, and as such we are always on call and always available for everything from simple brainstorming sessions to representing you during meetings with stakeholders.

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Subconsultants

TRB will be teaming up with two subcontractor firms for this project: **Provost & Pritchard Consulting Group** and **TERP Consulting**. TRB has excellent working relationships with both subconsultant firms, and we have teamed with each successfully on municipal support assignments.

Provost and Pritchard Consulting Group (P&P) will be prepared to provide civil engineering support services on the project. TRB is currently teaming with the firm to provide grading plan reviews for the RELATED Santa Clara Project. P&P has been providing engineering services for over 50 years and possesses over 200 employees throughout California.

KEY PROJECT MEMBERS: Michael Osborn, PE, LEED AP; Brayden Lovik, PE

TERP Consulting will be prepared to provide fire protection engineering and plan review support on the project. TRB has teamed with TERP Consulting on many large-scale projects including the $1.5 billion UC Davis Health Aggie Square and RELATED Santa Clara projects. TRB's work history with TERP spans over 10 years. The firm has extensive experience in fire protection engineering including fire protection systems, master egress systems, fire hazards analysis, and smoke control systems assessments on large-scale construction projects.

KEY PROJECT MEMBERS: Jim Begley FPE, CFM, LEED AP; Bryan Douglass, FPE

TRB and Associates Office Locations:

CORPORATE OFFICE
3180 Crow Canyon Place, #216
San Ramon, CA 94583
Phone: (925) 866-2633

SOUTHERN CALIFORNIA OFFICE
4182 N. Viking Way #204
Long Beach, CA 90808
Phone: (562) 566-4144

SILICON VALLEY OFFICE
1265 El Camino Real, 209
Santa Clara, CA 95050
Phone: (408) 642-1068

BURLINGAME OFFICE
433 Airport Blvd, #209
Burlingame, CA 94010
Phone: (925) 866-2633

SACRAMENTO OFFICE
3841 N. Freeway Blvd, #136
Sacramento, CA 95834
Phone: (916) 384-0900

LAS VEGAS OFFICE
5955 Edmond Street, 1F
Las Vegas, NV 89118
Phone: (702) 760-5881

Subcontractor Office Locations

Provost and Pritchard
455 W Fir Avenue, Clovis, CA 93611
Phone: (559) 449-2700
Brayden Lovik, PE, Sr. Engineer
BLovik@ppeng.com

TERP Consulting
6080 Center Drive, Suite 646 | Los Angeles, CA 90045
Phone: (213) 459-5781
James Begley, PE, FSPE, CFM
jbegley@terpconsulting.com

Proposal Contact Information

All correspondence and questions related to this proposal may be directed to our Principal-in-Charge and designated Project Manager, Todd Bailey, via email, fax, telephone, or direct mail. Our project manager and other TRB staff are readily available to meet with applicants and City staff in-person at City Hall or virtually upon request.

Todd Bailey, PE, LEED AP, CASp, MBA
Principal & Project Manager
T (925) 866-2633
F (925) 790-0011
tbailey@trbplus.com

Corporate | Project Office Location
TRB and Associates, Inc.
3180 Crow Canyon Place
Suite 216
San Ramon, CA 94583

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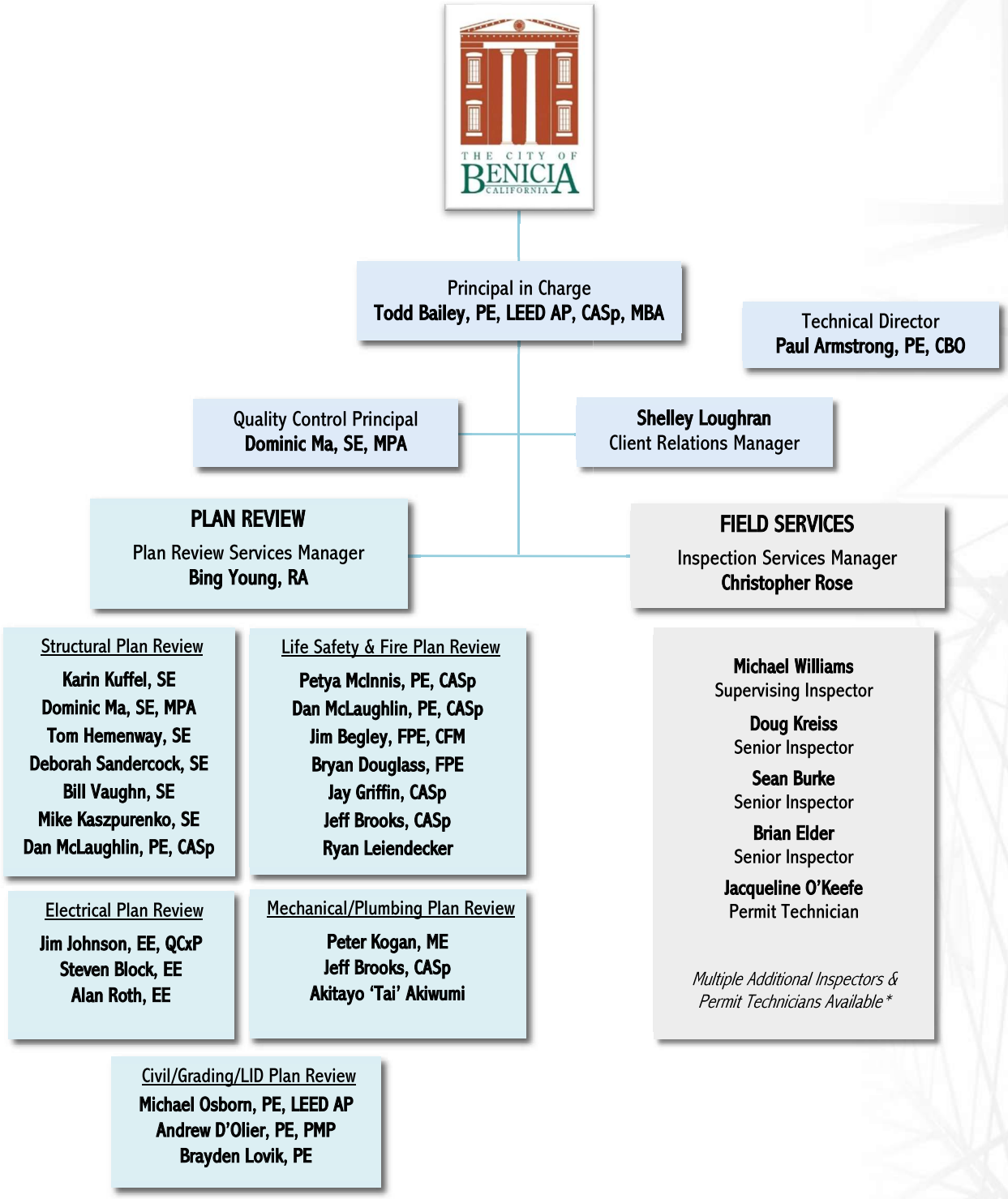
Project Organization Chart

The following **Organizational Chart** identify those individuals who may be assigned to this project. Please note that full **Resumes** for each listed individual listing project experience, licenses & certifications, and work history are included in the Resumes section of this proposal.



* Please note that information on additional staff members is available upon request.

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Description of Responsibilities of Key Personnel

Mindful of the potential complexity of projects in the City of Benicia, TRB has assembled a team with exceptional qualifications and attentiveness to quality and schedule. Our proposed team is comprised of senior-level professionals who have worked together across many projects and who possess extensive municipal support experience. We are pleased to be able to present a team with this combination of interpersonal familiarity and extensive industry experience.

PROJECT LEADERSHIP

Todd Bailey, PE, LEED AP, CASp, MBA, our company Principal and Founder, is prepared to continue to serve in the role of **Project Manager**. Todd has over 25 years of experience in the industry which includes serving as a Delegate Chief Building Official/Project Principal on over 20 large-scale fast-track design build projects in California having a combined valuation of over $30 billion. Of note, Todd's experience includes overseeing support services provided on the $9 billion RELATED Santa Clara project. Todd will work closely with our team to ensure that project goals are met and that findings are communicated in a timely and clear manner.

PLAN REVIEW TEAM LEADERSHIP

Our plan review group is led by our **Plan Review Services Manager**, **Bing Young, RA**. Bing possesses extensive experience in plan review on both residential and commercial projects and includes more than 25 years of professional experience in production, project management, construction management, energy, and accessibility analysis.

Senior Plan Review Engineer, Dan McLaughlin, PE, CASp will be available to serve as a senior plan review engineer on this assignment. Dan is a registered Civil Engineer, certified CASp, and ICC Certified Plans Examiner. Dan has been with TRB for over 10 years, specializing in plan review coordination with extensive experience on both complex commercial and residential project types.

Senior Plan Review Engineer, Petya McInnis, PE, CASp has over 24 years of experience in engineering and construction, has expertise in design, plan review, and inspection across residential, commercial, and industrial projects. Formerly a Plan Check Engineer for the City of Fairfield, she ensured code compliance, provided technical supervision, and supported Building Inspectors and Officials with code research. Petya's proactive approach has led to effective solutions, process improvements, and policy changes.

Dominic Ma, SE, MPA serves as our **Quality Control Principal**, responsible for ensuring the technical accuracy of all work performed. Dominic has more than 30 years of experience in reviewing building plans and specifications submitted for building permit applications to assure compliance with adopted building codes and reference standards.

INSPECTION AND FIELD SERVICES TEAM LEADERSHIP

Christopher Rose serves as our **Inspection and Field Services Manager**. Chris has over 20 years of inspection, plan review and administration experience serving in both public and private sector roles on a variety of projects. His experience includes serving as Building Manager for Sonoma County and coordinating document control tasks for the Apple World Headquarters project in Cupertino.

TECHNICAL DIRECTOR & INSTRUCTOR

Our **Technical Director - Paul Armstrong, PE, and CBO - is** available to provide expert code interpretation support and code instruction. With more than 30 years of building safety management experience, Paul teaches regularly for California Building Officials (CALBO). As a Chief Building Official, he managed building plan review, counter assistance, and inspection for numerous California agencies. His previous experience at International Code Council (ICC) included leading the Architectural and Engineering Services Department, International Conference of Building Officials (ICBO) Technical Services Department.

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Team Members - Experience Matrix

The following matrix lists our proposed personnel with their license and certification information. Please note that full Resumes for each is included in the Resume Section of our proposal.

NAME	ROLE	YEARS OF RELEVANT EXPERIENCE	QUALIFICATIONS & LICENSES
PROJECT LEADERSHIP			
Todd Bailey, PE, CASp, MBA, LEED	Principal-In-Charge	27	Registered Civil Engineer – California, Hawaii ICC Building Plans Examiner ICC Commercial Combination Inspector LEED Accredited Professional DSA Certified Accessibility Specialist (CASp)
Dominic Ma, SE, MPA	Quality Control Principal	30	Registered Structural Engineer – California Registered Civil Engineer – California ICC Building Plans Examiner
Bing Young, RA	Plan Review Services Manager	25	Registered Architect – California
Christopher Rose	Inspection Services Manager	20	ICC California Commercial Building Inspector ICC Commercial Building Inspector ICC Residential Building Inspector ICC California Residential Building Inspector ICC Residential Plans Examiner
Shelley Loughran	Client Relations Manager	25	FEMA Incident Command System, National Response Network
Paul Armstrong, PE, CBO	Technical Director	30	Registered Civil Engineer – California ICC Certified Building Official
PLAN REVIEW			
Structural & Civil			
Karin Kuffel, SE	Sr. Plan Review Engineer	25	Registered Structural Engineer – California Registered Civil Engineer – California
Tom Hemenway, SE	Sr. Plan Review Engineer	30	Registered Structural Engineer – California Registered Civil Engineer – California
Bill Vaughn, SE	Sr. Plan Review Engineer	30	Registered Structural Engineer – California Registered Civil Engineer – California
Deborah Sandercock, SE, CASp	Sr. Plan Review Engineer	25	Registered Structural Engineer – California Registered Civil Engineer – California DSA Certified Accessibility Specialist (CASp)
Mike Kaszpurenko, SE	Sr. Plan Review Engineer	30	Registered Structural Engineer – California Registered Civil Engineer – California
Life Safety and Fire			
Dan McLaughlin, PE, CASp	Senior Plan Review Engineer	10	Registered Civil Engineer – California ICC Building Plans Examiner DSA Certified Accessibility Specialist (CASp)
Petya McInnis, PE, CASp	Senior Plan Review Engineer	22	Registered Civil Engineer – California DSA Certified Access Specialist (CASp) ICC Building Plans Examiner
Jim Begley, CFM, FPE, LEED AP	Fire Protection Engineer	25	Licensed Fire Protection Engineer – California LEED Accredited Professional ICC Certified Fire Marshal ICC Certified Fire Plans Examiner & Fire Inspector
Bryan Douglass, FPE	Fire Protection Engineer	15	Licensed Fire Protection Engineer – California

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NAME	ROLE	YEARS OF RELEVANT EXPERIENCE	QUALIFICATIONS & LICENSES
Jay Griffin, CASp	Sr. Plans Examiner	40	DSA Certified Accessibility Specialist (CASp)
Jeff Brooks, CASp	Sr. Plans Examiner	25	DSA Certified Accessibility Specialist (CASp) ICC CA Commercial Plumbing ICC CA Commercial Mechanical
Ryan Leiendecker	Sr. Plans Examiner	14	ICC Certified Building Official ICC Certified Fire Marshall ICC Building Plans Examiner ICC Building Code Specialist ICC Residential Energy Inspector/Plans Examiner ICC Commercial Energy Plans Examiner ICC Residential Plans Examiner ICC Plumbing Plans Examiner ICC Commercial Building Inspector ICC Residential Building Inspector
Electrical			
James Johnson, EE, QCxP	Sr. Plan Review Engineer	30	Registered Electrical Engineer – Hawaii ICC Certified Electrical Plans Examiner Qualified Commissioning Services Provider(QCxP) Construction Quality Control Reviewer (CQCR)
Steven Block, EE	Sr. Plan Review Engineer	30	Registered Electrical Engineer – California, Nevada, Arizona, Hawaii
Alan Roth, EE	Sr. Plan Review Engineer	30	Registered Electrical Engineer – California
Mechanical / Plumbing			
Aaron Collins, ME, QCxP	Sr. Plan Review Engineer	10	Registered Mechanical Engineer – California Qualified Commissioning Services Provider(QCxP)
Peter Kogan, ME, LEED AP	Sr. Plan Review Engineer	30	Registered Mechanical Engineer – California Certified Energy Manager (CEM), California LEED Accredited Professional
Akitayo 'Tai' Akiwumi	Sr. Plans Examiner	20	ICC Building Plans Examiner ICC Building Inspector ICC Plumbing Inspector
Civil / Grading / LID			
Michael Osborn, PE, LEED AP	Senior Engineer	20	Registered Civil Engineer – California LEED Accredited Professional
Andrew D'Olier, PE, PMP	Associate Engineer	6	Registered Civil Engineer – California Project Management Professional (PMP)
Brayden Lovik, PE	Senior Engineer	15	Registered Civil Engineer – California
INSPECTION AND FIELD SERVICES			
Michael Williams	Supervising Inspector	15	ICC Combination Inspector
Doug Kreiss	Sr. Building Inspector	20	Multiple ICC Credentials
Sean Burke	Sr. Building Inspector	25	Multiple ICC Credentials
Brian Elder	Sr. Building Inspector	20	ICC Building Inspector, IAPMO Plumbing and Mechanical Inspector
Jacqui O'Keefe	Sr. Permit Technician	10	ICC Building Plans Examiner

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Project Understanding & Approach

TRB would like to confirm its intent to provide services in accordance with the Scope of Work identified in the City of Benicia's Request for Proposal (RFP) document. In brief, it is our understanding that the City is seeking qualified consultants to assist with **On-Call Development Engineering Services - Staff Augmentation** on a range of project types. It is understood that plan review tasks would comprise reviewing projects for adherence to the City's latest adopted Municipal Codes and Title 24 California Building Standards Codes covering structural, fire prevention, life safety, disabled access, energy conservation, green building, plumbing, mechanical, and electrical provisions.

TRB has reviewed the Scope of Services as outlined in the City's RFP and is prepared to continue to provide On-Call Development Engineering Services - Staff Augmentation including:

- ✓ Construction Inspector
- ✓ Engineering Technician
- ✓ Civil Engineer

TRB would like to confirm that it has staff appropriately certified to provide the requested scope of services. Also to confirm, all work will adhere to industry standards as determined by the California Code of Regulations, Title 24, and the City of Benicia Municipal Code (BMC). The following reflects our proposed work plan for providing the requested scope of services.

Project Approach Overview

Our approach to this engagement is centered on utilizing experienced staff and fostering open communication between our firm and the City. On an ongoing basis, our Project Manager, **Todd Bailey PE, CASp, LEED AP**, will maintain regular communication with City staff to ensure that we are kept informed of current code interpretations and policies, and to enhance our ability to quickly respond to any issues that may arise during permit counter, document review, and/or inspection activities.

We value the importance of the City's projects and are committed to meeting all project service delivery deadlines. We will diligently document and report all plan review findings, tracking information, and other reports, as required by the City.

Throughout this engagement, our key team members will be available to meet with City staff either via phone or in person to address questions that may come up during the course of a project. Our firm is committed to responding to all inquiries within 1 business day. We encourage discussions via in-person meeting, telecon, and/or WebEx/Zoom or similar formats as agreeable and necessary to achieve the most expeditious results.

Quality Control Assurance

Quality and on-time service are of paramount importance to us. Though we employ only experienced plan reviewers and expect their work to be of a high standard, we have instituted a quality control policy to ensure that this standard is maintained. At the core of our quality control approach is having a "two sets of eyes" policy in place. All work performed by staff is reviewed for quality control by senior members of our team. Our Project Manager and Quality Control Principal, **Dominic Ma SE**, hold primary responsibility for ensuring accuracy and consistency (QA/QC) in the application of adopted codes and standards for any City assignments.

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Building Code Instruction

As an additional service, TRB is prepared to provide Building Code Instruction support to the City in either classroom or field-type settings on a range of technical subjects. **Paul Armstrong PE** is an award-winning California Building Standards Codes instructor whose accolades include being named CALBO Instructor of the Year. Paul is currently providing extensive training on the California Building and Residential Codes to TRB clients, local ICC Chapters, and CALBO Education Week attendees. Paul will be available to provide tailored training for the City and its invited guests upon request.

ICC PREFERRED EDUCATION PROVIDER

Project Workplan

Project Initialization, Scheduling & Management

From our prior experience supporting municipal building departments and divisions, we know that developing a comprehensive understanding of project construction documents and supporting the timely execution of project schedules is of critical importance. To confirm, for any plan review, inspection, or permit technician assignment, TRB members will possess a thorough understanding of all applicable project documents and processes and will be committed to supporting the City with its specific project schedule needs.

Preliminary Meetings and Project Administration

Shortly after the project award, we are prepared to meet to verify project expectations, deliverables, scheduling, and logistical considerations. Our Project Manager will coordinate with our Plan Review and Inspection Services Managers, to allocate plan review, inspection, and permit technician resources appropriately. The Plan Review Manager will be responsible for oversight of all the plan review services provided, and our Inspection Services Manager will be responsible for monitoring and managing any staff augmentation activities. Regular communication between our Project Manager and the TRB team will be ongoing throughout this engagement to ensure alignment of staffing and schedule needs.

Project Communications

We understand that ongoing communication is essential to ensuring project success. We promote and endorse any tools which help enhance communications between all project participants. We have utilized regularly scheduled calls for instance as a means for TRB, designated project owner, constructor, designer representatives, and others to discuss project schedule and critical path, manpower needs, potential challenges, and other related matters. Having these types of communications allows teams to identify when additional support may be needed and how resources may be best allocated to accommodate the project schedule and critical path. Throughout this engagement, our team members will be available to attend meetings with City staff, as well as design, constructor, and owner teams as needed.

Workload Accommodation | Timeliness of Response

It is understood that there are often periods of time when the workload extends beyond what may be normally expected. We would like to highlight that our firm has a system in order to accommodate such peaks without compromising turnaround or quality. We have many qualified and experienced team members who we access to assist at times of high workload or emergency need. In the event of a local, regional, or national emergency or disaster, our assigned staff are ready and available to immediately respond to a disaster and help as needed.

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Construction Inspection Scope & Approach

TRB is prepared to perform inspection, referring to construction plans, structural plans, and material specifications for structures located within the City limits, upon 48-hour notice. Our inspectors are proficient at verifying project conformance to model code standards (Building, Electrical, Mechanical, Plumbing, Green Building and Energy & Accessibility), Grading, Stormwater, Drainage, MWELO and CFM provisions, as well as other locally adopted ordinances

TRB provides all labor and technical, administrative, professional, and other personnel; supplies, materials, equipment, and all other resources necessary to perform the specified work. TRB will use existing City forms or can develop correction sheets which meet with the approval of the City and shall maintain written lists of corrections needed to ensure conformance to codes and regulations.

Field Inspection Process

Our experienced team includes individuals with extensive field inspection experience on a range of project assignment types including municipality "Called Inspections," "Clerk of the Works," and "Inspector of Record" roles; our team can assist with a broad range of inspection responsibilities. Our scope of service areas includes infrastructure, residential, commercial, and industrial facilities, capital improvement projects, municipal agency services and infrastructure revitalization.

Our inspectors are careful to document all inspection activities, adhere to agency-adopted protocols, and follow field procedures and policies as dictated by the Building Official. TRB will maintain daily inspection records and all necessary documents on file for reference by the City. To confirm, TRB staff are available for applicant inquiries and/or conferences during normal City business hours.

Our inspectors are prepared to perform the following representative construction inspection tasks:

- Oversee Quality Assurance of the construction activities to verify conformance to plans and specifications.
- Document all work, contractor and subcontractor personnel and equipment, and field orders daily.
- Maintain onsite project log and as-built schedule report. Prepare daily reports of observations and activities.
- Maintain a daily inspection report containing a record of weather, contractors, work onsite, number of workers, work accomplished, problems encountered, solutions agreed upon, and other similar relevant data as directed by City.
- Monitor and report on applicable Erosion Control and SWPP provisions.

Our inspections can include those identified in the California Model Codes and which would be amended or modified as directed by the City:

- Foundation Inspection, Framing Inspection(s)
- Electrical, Mechanical, Plumbing systems inspection
- Lath and/or Gypsum Board Inspection
- Fire Code Inspection (if requested)
- Stormwater, Grading, Drainage
- Energy Efficiency Measures Inspections
- Green Building Inspection
- Fire Resistance Rated Construction Inspection
- Floodplain Inspection
- Civil Engineering elements as applicable

Engineering Technician Services

TRB is also prepared to provide onsite Engineering Technician staffing to the City on an as-needed basis. TRB staff are prepared to work at the City's offices as an extension of City staff under the supervision of the Chief Building Official or their designee with the knowledge, skills, and abilities to perform the following requisite functions.

- Assist the public at the front counter or by phone regarding engineering, building, and planning permit requirements, application and permit fees, application filing procedures and processing, and permit status.
- Enter permit and related data into the City permit tracking system.
- Perform plan review and inspection on simple project types.
- Accept permit and related applications and collect fees. Screen plans and application materials for completeness and for conformance with City ordinances standards, policies, and guidelines.
- Review application materials for compliance with conditions of project approval; route plans to other City departments for review; approve and issue minor permits; research and respond to public inquiries.

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Civil Engineering / Grading Plan Review Scope & Approach [Option]

The TRB team is equipped to perform civil engineering plan review and construction inspection support to the City on an as-needed basis. TRB plan reviewers and inspectors will work with City staff to ensure that all work conforms to the project construction documents, Codes and Ordinances including Grading Code, APWA Standard Specifications, AWWA Standards, State and Federal (ADA) Building Codes related to site accessibility.

Our reviews consider all relevant project documentation including plans, specifications, calculations, and other related correspondence to verify conformance to adopted local codes, ordinances, regulations, and standards. To confirm, TRB is prepared to provide all requested support services as identified in the City's RFP document.

- Plan review subdivision maps, parcel maps, and improvement drawings.
- Provide engineering advice and recommendations to Planning, Building and Public Works divisions.
- Provide consultation regarding current development review to the Chief Building Official, Planning Manager and Engineer.
- Assist City staff with code interpretation and application of state and federal regulations.
- All other tasks as identified in City RFP document.

Alternate Material and Methods

TRB recognizes that there are alternate materials and methods of construction that can be used to satisfy and comply with the provisions of the code. Our experience with the use of alternate materials, alternate design and methods of construction enhances our ability to solve specific issues that arise in design and construction.

Electronic Plan Review

To confirm, TRB is prepared to track and communicate all plan review comments and approvals through the City-designated electronic system OpenGov and BlueBeam Studio Session, or any future or anticipated electronic review platform. The staff of TRB has been leaders in the field of digital plan review and workflow management; as such, we have the experience and know-how to efficiently manage the review of electronic documents.

Online Plan Check Status and Records

As highlighted earlier, to facilitate access to plan review findings and status information, TRB is prepared to initiate its Project Website, ***Plan Track Plus®*** for use on this assignment. With our project website, all correspondence issued by our team can be posted and maintained for access by City and designated project stakeholder staff. Our postings can include plan review findings (i.e. approval/comment letters), plan review submittal status information, meeting notes, etc.; all of which may be updated on a daily basis. In addition, if so desired by the City, we can also accommodate incoming electronic document postings (i.e. electronic plans, calculations, RFI's, etc.).

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Building Official, Permit Technician, Certified Floodplain Manager, CASp, and Specialty Services including Code Enforcement [Options]

TRB is also prepared to provide the above-referenced optional support services to the City on an as-needed basis. TRB staff are prepared to work at the City's offices as an extension of City staff under the supervision of the Chief Building Official or their designee with the knowledge, skills, and abilities to perform the following requisite functions.

Building Official Support Services [Option]

- TRB will provide an experienced ICC Certified Building Official to assist the Building Official as needed. The Building Official will have a minimum of five years of experience in a public agency with development, administration, interpretation, application and enforcement of the codes. They will have a thorough knowledge of customer service, develop and maintain effective relationships with all client groups, and be able to effectively communicate with contractors, homeowners, subordinates, superiors, news media, elected officials, and civic organizations.

Permit Technician Services [Option]

- Assist the public at the front counter or by phone regarding building, planning, and engineering permit requirements, application and permit fees, application filing procedures and processing, and permit status.
- Enter permit and related data into the City permit tracking system.
- Accept permit and related applications and collect fees. Screen plans and application materials for completeness and for conformance with City ordinances standards, policies, and guidelines.
- Review application materials for compliance with conditions of project approval; route plans to other City departments for review; approve and issue minor permits; research and respond to public inquiries.

Certified Floodplain Manager (CFM) [Option]

- TRB is prepared to provide a Certified Floodplain Manager to provide technical and administrative support to the City. We understand that we may be asked to coordinate public engagement, prepare analysis, reports and presentations, and provide related technical support as needed.

Disabled Access (CASp) Services [Option]

- TRB offers Certified Accessibility Specialist (CASp) Consulting Services to assist agencies with the compliance requirements of State of California Senate Bill 1608 (Corbett). Our team is skilled at reviewing facility plans and specifications for compliance with State and Federal accessibility laws, codes, and regulations; evaluating facilities for compliance with State and Federal accessibility codes and regulations; conducting accessibility research, preparing accessibility reports, and performing accessibility inspections.

Specialty Services [Option]

- TRB will provide professional services for ongoing work or projects such as but not limited to those related to Code Enforcement and Fire review. We understand that we may be asked to coordinate public engagement, prepare analysis, reports and presentations, and provide related technical support as needed.

Code Enforcement [Option]

- Conduct field investigations; inspect properties for violations; issue and post warning notices, notices of violation, corrective notices, orders to comply, and related documentation for code violations; schedule and performing follow-up functions to gain compliance including letters, inspections, calls, meetings, discussions, and negotiations to ensure compliance with appropriate codes and ordinances.
- Maintain accurate documentation and case files on investigations, inspections, enforcement actions, and other job-related activities including accurate and detailed information regarding code enforcement activity to substantiate violations, drawing diagrams and illustrations and taking photographs.

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Integration with Other Systems, Travel and Training, Bid Procedures and Selection, and Staffing Expectations

Integration with Other Systems

- OpenGov Permitting and Licensing: TRB will work and input plan review corrections in the OpenGov permitting software during the plan review process.
- Bluebeam Integration: Plan Reviews will be done in BlueBeam Studio Session, a cloud-hosted PDF-based markup and collaboration platform. The Respondent will need the ability to complete reviews and redline plans as required within the BlueBeam collaboration session.

Travel and Training

To confirm, TRB acknowledges the following:

- TRB will solely cover the costs for all travel time and mileage to arrive at the Benicia City Hall;
- TRB will coordinate training for TRB's employees and assigned personnel, and ensure that our employees and assigned personnel maintain all training certifications as required by the State Regulation and local ordinances and/or amendments to State codes; and
- TRB agrees that it will not charge City for training, time in training, or any expenses related to training.

Bid Procedures and Selection

We understand that City staff will provide a scope of work via email to one or more contracted firms, who will be asked to submit bids (inclusive of work tasks, personnel, and cost proposal) electronically within five (5) to fifteen (15) working days, depending on the nature of the project. Selection of a consultant for any given project or task will consider multiple factors, including but not limited to skills and expertise, unique staff qualifications, similar project experience, project approach, and cost. Consultant shall not commence work until written authorization is received from the City of Benicia in the form of an executed work order.

Staffing Expectations

TRB confirms that staff proposed in this response will be available to provide the requested services. Additional staffing information and resumes will be provided as needed and/or as part of a project bid by submitting the information to the Community Development Department.

Level of Effort Statement

To confirm, TRB is prepared to provide all requested services on short notice (48-hours or less). Fixed Fee and Hourly Rates, and Reimbursables by scope of work and personnel classification are provided in the accompanying **Pricing Proposal** Section of our proposal.

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References

TRB understands the importance of maintaining a high level of quality and customer service when supporting the City of Benicia with plan review, building inspection, permitting and other Building Safety and Public Works support activities. We encourage you to contact the following references to provide testimony of our performance of work. Please note that additional references are available upon request.

Please also note that additional References and highlighted **Project Experience** in the areas of service requested is included in **Section 11** of our proposal.

City of Concord

Contact: Ryan Pursley, PE | Chief Building Official
1950 Parkside Drive, Concord, CA 94519
Email: ryan.pursley@ci.concord.ca.us
Phone: (925) 671-3119
Contract dates of service: 2008 – present [17 years]

Services Provided: Onsite Building Official, Plan Review, Permit Technician, and Building & Multifamily Inspections

City of Los Altos

Contact: Veronica Tinoco, CBO | Chief Building Official
One North San Antonio Road, Los Altos, CA 94022
Email: Veronica.Tinoco@ci.los-altos.ca.us
Phone: (650) 947-2634
Dates of service: 2008 – present [17 years]

Services Provided: Plan Review, Permit Technician, and Building Inspection Support

City of San Leandro

Contact: Tom Liao | Community Development Director
835 E 14th St, San Leandro, CA 94577
Email: tliao@sanleandro.org
Phone: (510) 577-6003
Contract dates of service: 2014 – present [11 years]

Services Provided: Plan Review, Inspection, Disabled Access Field Assessments, and Related Services

City of Redwood City

Contact: Christina McTaggart, CBO | Chief Building Official | Community Development Services Manager
1017 Middlefield Road, Redwood City, CA 94063
Email: cmctaggart@redwoodcity.org
Phone: (650) 780-7228
Dates of service: 2017– present [8 years]

Services Provided: Plan Review, Building Inspection, and Permit Technician Support

City of Santa Clara

Contact: David Tran, SE | Assistant Building Official
1500 Warburton Avenue, Santa Clara, CA 95050
Email: DTran@SantaClaraCA.gov
Phone: (408) 615-2440
Contract dates of service: 2015 – present [9 years]

Services Provided: Plan Review, Permit Technician, and Building Inspection Support

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Todd Bailey, PE, LEED AP, CASp, MBA | Principal-In-Charge | Project Manager

Education

- Master of Business Administration, *Walter Haas School of Business* University of California Berkeley
- Bachelor of Science, Civil Engineering, *Cum laude* University of California Davis

Registration

- Registered Civil Engineer California (#C-56425) Hawaii (#11647)
- ICC Certified Building Plans Examiner
- ICC Certified Commercial Building Inspector
- ICC Certified Commercial Electrical Inspector
- ICC Certified Commercial Plumbing Inspector
- ICC Certified Commercial Mechanical Inspector
- LEED Accredited Professional
- Certified Accessibility Specialist (CASp-229)
- SAP Certified

Professional Affiliations

- ICC East Bay Chapter Past President
- International Code Council

Other

Delegate Chief Building Official for the California Energy Commission – Power Plant Facilities

Todd Bailey is a registered professional engineer with nearly thirty years of experience in the Architecture / Engineering / Construction industry encompassing building code interpretation, plan review, project management, engineering design, permit center administration, and litigation support. He has extensive experience working with architects, engineers, contractors, building departments and other regulatory authorities to ensure compliance to adopted Building Code Standards and local ordinances.

Todd has provided Building Safety services to over 100 jurisdictions as a consultant and spent three years with the City of Concord performing architectural, structural, energy conservation and disabled access plan reviews for residential, commercial, and industrial structures. Todd is also approved as a Delegate Chief Building Official for the California Energy Commission responsible for verifying new power project conformance to engineering construction codes on behalf of the Commission.

Select Project Experience

Building Safety Plan Review

- RELATED Santa Clara, $9 billion valuation, Santa Clara, CA
- Santa Clara Square Apartments and Parking Structures, Santa Clara, CA
- UC Davis Health Aggie Square Project, Sacramento, CA
- UC Davis Health Midtown Medical Office and Clinic [OSHPD-3], Sacramento, CA
- Los Altos Gardens Project, Los Altos, CA
- UC Berkeley Helen Diller Anchor House Project, Berkeley, CA
- Packard Foundation Project, Los Altos, CA
- Sacramento Convention Center Project, Sacramento, CA
- NASA Moffett Federal Airfield, Historic Building Project, Mountain View, CA
- War Memorial Community Center, Daly City, CA
- Concrete Tilt-Up Shell Building (60,000 sf), Concord, CA
- New Medical Research Facility (44,000 sf.), Walnut Creek, CA
- Major Office Remodel (Three 40,000 s.f. buildings), Pleasant Hill, CA
- Rivertown Apartments, Petaluma, CA
- Spanos Park West Apartment Complex, Stockton, CA

Project Management / Administration

Have served as Delegate Chief Building Official / Engineering Manager for the California Energy Commission on thirteen natural gas fired power projects and one wind power generation facility in California having a combined valuation of over $3 billion. Responsible for oversight of plan review tasks and coordination of submittals numbering up into the thousands on these design-build projects.

- Valero Petroleum Refinery Capital Improvements, Benicia, CA
- Russell City Energy Center Project (600 MW), Hayward, CA
- Mountain View Power Project (1,056 MW), Redlands, CA
- Palomar Energy Center Project (546 MW), Escondido, CA

Work Experience

TRB + Associates Inc., Principal & Founder, 2006 – Present
Bureau Veritas, Building & Facilities Code Compliance Services, 2001 - 2006
Deloitte & Touche LLP, Construction Consulting Services, 1999 - 2001
City of Concord, California – Permit Center, 1996 - 1999
Luhdorff & Scalmanini Consulting Engineers, 1993 - 1996
Tosco Refining Company, 1991 & 1992

Dominic Ma, SE, PE, MPA | Quality Control Principal

Education

Master of Science Structural Engineering UCLA, Los Angeles, CA

Master of Public Administration, California State University, East Bay Hayward, CA

B.S. Civil Engineering University of California, Berkeley, CA

Registration

Registered Structural Engineer California (#1920)

Registered Civil Engineer California (#20018)

Certified Energy Plans Examiner Residential (#R05-94-5121) - Inactive

Certified Energy Plans Examiner Non-Residential (#NR05-94-5576) - Inactive

Dominic has more than 30 years of experience in reviewing building plans and specifications submitted for building permit applications to assure compliance with adopted building codes and reference standards. Dominic's experience includes working for more than 27 years as a plan check engineer for the City of San Leandro and 6 years as a supervising civil engineer for the City of Oakland, where he led the City's plan review division.

Dominic has considerable knowledge of civil engineering and structural engineering principles and practices, California Building Code and Title 24 provisions. His strengths include having the ability to review, analyze and evaluate plans, specifications, engineering reports and calculations; possessing knowledge to identify code deficiencies; and evaluating alternate methods and materials of construction. Dominic is adept at reviewing plans for adherence to the California Building Code, ASCE 7, and when applicable FEMA, ASCE 41, NEHRP provisions.

Select Project Experience

Building Safety Plan Review

Plan Review projects supervised in the City of Oakland

- 2121 Harrison Street. The Cathedral of Christ the Light (also called the Oakland Cathedral). A new modern Roman Catholic Cathedral with glass walls 120 ft. high. The $190 million, 224,000 square feet structure sits on 36 innovative "friction pendulum double-concave bearing isolators," consisting of two facing concave surfaces.
- 2100 Franklin Street. The $45 million, 245,000 s.f. project is 9 stories high and built with steel frames. To compensate for its slightly smaller than code required width, the interior atrium is equipped with smoke control system to provide fire protection for its occupants. Evaluated the alternate materials methods request associated with this design element.
- 100 Grand Avenue. 22 Story Condominium Building budgeted at $150 million.
- Oakland Airport (Expansion and interior remodeling). A $350 million Terminal Improvement Program.

Plan Review projects performed

- Bayfair Mall (Tenant improvements), San Leandro
- Century 21 Theatre, San Leandro
- San Leandro Dialysis Clinic
- San Leandro Honda
- San Leandro Hospital (New doctors' office building)
- Carlton Plaza of San Leandro (Assisted living facility)
- Costco Building Addition, City of Concord
- New Gas Compressor Building, Butte County
- AT&T Rooftop solar Panel Installation, City of San Ramon
- Tilt-up Warehouse Buildings (2), City of Sacramento
- Historic Building Seismic Retrofit, City of Benicia
- Cancer Treatment Facility, City of Pleasant Hill

Work Experience

TRB + Associates, Inc., Senior Plan Review Engineer, 2007 to present
City of Oakland, Supervising Civil Engineer (Building Division), 2000 – 2006
City of San Leandro, Plan Check Engineer, 1973 – 2000

Bing Young, Architect | Plan Review Services Manager

Education

Bachelor in Architecture,
California Polytechnic State University
San Luis Obispo, CA

Registration

Registered Architect, California

Professional Affiliations

National Council of Architectural Registration Boards Certified

ICC Member

Bing Young is a registered Architect with plan review experience on both residential and commercial projects. He provides comprehensive life safety, accessibility, energy, and mechanical/electrical/plumbing reviews on a variety of residential and commercial project types. Bing possesses over 25 years of professional experience which includes roles in production, project management, construction management, energy, and accessibility analysis.

Work Experience

Plan Review Architect, TRB + Associates, Inc. **2018 - Present**

- Review drawings and calculations for code compliance on behalf of client agencies
- Projects include residential subdivisions, custom homes, additions, remodels, new commercial buildings, and tenant improvements

Project Architect, PSM Architects, Inc. **2008 – 2018**

- Prepared and managed the development of comprehensive construction documents for new commercial buildings, tenant improvements, and additions
- Oversaw and directed production staff
- Performed quality control review of building permit submittal documents
- Facilitated client and permit processing meetings
- Collaborated with engineers, ancillary designers, and vendors
- Prepared and reviewed project specifications
- Reviewed shop drawings and submittals for compliance with specifications and design intent
- Performed accessibility evaluation of existing sites and buildings
- Prepared detailed accessibility reports for building and business owners
- Facilitated pre-construction and post-construction on-site meetings with construction project managers and general contractors
- Performed construction administration and project closeout duties

Staff Architect, Hollman Bologna Architecture & Planning, Inc. **1996 - 2008**

- Prepared schematic design and construction documents for single-family and multi-family residential remodels, additions, and new buildings
- Performed residential building reconnaissance for additions and remodel projects
- Prepared design review documents for planning approvals
- Facilitated building permit processing
- Prepared and reviewed Title 24 Energy Efficiency Compliance documents

Certified Energy Plans Examiner, BETA, Inc. **1993 - 1999**

- Reviewed and approved Title 24 Energy Efficiency Compliance documents for residential and non-residential buildings for local jurisdictions

Christopher Rose | Inspection & Field Services Manager

Certifications/Licenses

ICC Certified

- California Commercial Building Inspector
- Commercial Building Inspector
- Residential Building Inspector
- California Residential Building Inspector
- Residential Plans Examiner
- Building Inspector
- Permit Technician

Chris possesses over 20 years of experience in the building and construction inspection field for various jurisdications in Northern and Southern California. His experience includes inspecting commercial, residential, non-residential, multifamily, municipal, and public structures for quality control and safety to ensure buildings are up to code and comply with local ordinances. Chris has extensive experience working in the building and safety, engineering, fire, and planning departments for multiple jurisdictions as well as the United States Marine Corps. Chris has positive working relationships with clients, management, as well as his peers and maintains high levels of productivity, reliability with excellent work ethic to deliver high quality customer service.

Chris is ICC Certified in multiple areas including as a California Commercial and Residential Building Inspector, Permit Technician, Commercial and Residential Building Inspector, Residential Plans Examiner, and Building Inspector.

Chris is responsible for the oversight of field inspectors and other building department staff. He employs a customer service focus in carrying out his building safety inspection responsibilities.

Work Experience

Inspection Services Manager, TRB and Associates, Inc. **2022 – Present**

- Responsible for the oversight of field inspectors and other building department staff.
- Inspection on several large-scale projects
- Building Inspector for jurisdictions on an as needed basis responsible for inspecting residential, commercial, and industrial project types from start to finish.
- Communicates compliance elements with clients with solution driven resolve.
- Performs plan review of light commercial tenant improvements and remodel projects.
- Electronic and paper plan review.

Project Coordination, Plan Review, Inspection, and Construction Management Assignments

- **Apple World Headquarters project in Cupertino** – Document Control and coordination of an international design and permitting effort.
- **Marine Corp Air Ground Combat Center MWSS-374** - Re-construction of an Expeditionary Airfield, runway, and helicopter pads to include support buildings and clamshell hangers.
- **Marine Corp Air Ground Combat Center MWSS-374** - Construction of the Tank refueling pads and fuel farm.
- **Southern California Logistics Airport SCLA** - Remodeling and Repurposing of the existing George Air force base in Victorville California.
- **City of Hesperia City Hall, Library and Civic Center** - New Construction of a 27 Acre Civic Center Master Plan.
- **City of Hesperia Government Center** - New Construction of the County Government Building.
- **City of Hesperia Police Department Building** - New Construction of the County Government Building.
- **City of Hesperia Ranchero Road Underpass** - The Ranchero Road Grade Separation Project.
- **City of Hesperia Ranchero Interchange (HWY 15)** - Interstate 15 Ranchero Road Interchange.
- **Sonoma County** – Wildfire Recovery Operations.
- **Jackson County Oregon** – Wildfire Recovery and Program Development.

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Chief Building Official (DCBO), Private Consultant, Various Locations 2014 - 2019

Provided Project Management, Compliance, Plan Review, Inspections, Document Control and Administration for power producing industrial infrastructure projects throughout the state for California Energy Commission. Below is a list of projects:

- **Carlsbad Energy Center Project (CECP) –** Above ground storage tank demo and decommissioning.
- **Blythe Solar Power Project Units 1 & 2 (BSPP)** – New 235 MW photovoltaic facility.
- **Pio Pico Energy Center (PPEC)** – Three Units, 300 MW gas fired turbine simple cycle facility.
- **Carlsbad Energy Center Project (CECP**) – Five Units, 632 MW gas fired turbine simple cycle facility.
- **Orange Grove Energy Center (OGEC)** – Two Units, reliability and AGP upgrade project.
- **Geysers Unit 16 (Quicksilver)** – Tower wet down system and diesel fire pump project.
- **Geysers Unit 18 (Socrates)** – Tower wet down system and diesel fire pump project.
- **Geysers Unit 20 (Grant)** – Tower wet down system and diesel fire pump project.
- **Geysers Unit 17 (Sonoma)** – Low pressure steam bypass project.
- **Geysers Unit 02 (NCPA)** – Mixing tower project.
- **Roseville Energy Park (REP)** – Catwalk extension project.
- **Colusa Generating Station (CGS)** – Rotating intake screen project.
- **Los Medanos Energy Center (LMEC)** – Cooling tower chemical tanks project.
- **Colusa Generating Station (CGS)** – Stairway to condensate pumps project.
- **Calpine Otay Mesa (OMEC)** – Low pressure steam bypass project.
- **Colusa Generation Station (CGS)** – New circulation system and raw water pumps project.
- **Cosumnes Power Plant (SMUD)** – Unit 3 AGP upgrade project.
- **Ivanpah Solar (ISEGS)** – Ammonia tank replacement project.
- **Colusa Generating Station (CGS)** – Bearing enclosure fire sprinkler project.
- **Humboldt Bay Generating Station (HBGS)** - New guard shack project.
- **Cosumnes Power Plant (SMUD)** – Unit 2 AGP upgrade and filter press project.
- **Abengoa Mojave Solar (AMS)** – Fire suppression line repair project for Alpha and Beta blocks.
- **Gilroy Energy Center (GEC)** – Gas line repair and replacement project.

Paul Armstrong, PE, CBO | Technical Director & Instructor

Education

B.S. Civil Engineering California State University, Long Beach

Advanced Study, Fire Protection Engineering, Cal-Poly San Luis Obispo

Registration | Certification

Registered Professional Engineer, CA (#45464)

ICC Certified Building Official

Awards

CALBO Instructor of the Year, 2010

CALBO Course Developer Merit Award, 2014

Committees

International Association of Building Officials Board, 2018

ICC Code Correlation Committee, 2018

Orange Empire Chapter of ICC, Vice President

ICC Residential Energy Code Development Committee, Chair 2013

ICC Building Official Membership Council, Governing Committee, 2011

CALBO State Code Committee, 2011, 2012(Chair), and 2013

CALBO Building/Fire Advisory Committee, 2011

LA Basin Chapter and Orange Empire Chapter Code Committee, Chair 2011, 2012 (Chair) and 2013 (Chair)

Secretariat to the International Residential Code for One- and Two-Family Dwellings (1997-2000)

(Ctd. on next page)

Paul Armstrong is a Registered Professional Engineer with over 30 years of engineering experience. His vast experience in all manner of construction, be it industrial, commercial, and residential project types, provides our clients with a strong skill set and wealth of industry knowledge. In addition to Paul's engineering experience, he is also a Certified Building Official, serving in this capacity at the City of El Monte, as well as Laguna Hills, Signal Hill, and Palos Verdes.

A noted author and lecturer in the building life safety industry, Mr. Armstrong has earned many awards, including CALBO Instructor of the Year.

Select Project Experience

- **Apple Campus Theater, Cupertino, CA** – The plan review of the Apple Campus' Theater where new products would be announced and corporate meetings held. Mostly subterranean structure that has a glass entry lobby supporting a carbon fiber roof (disk).
- **ARTIC (Anaheim Regional Transportation Intermodal Center), Anaheim, CA** – Plan review of the fire and life safety regulations for this new transportation center. The building is a steel tube framework with a 2-story administration area with a mezzanine inside. This review included a pedestrian bridge leading to the train platforms.
- **Anaheim Convention Center Expansion, Anaheim, CA** – A very large expansion of the convention center meeting space with an associated parking garage addition.
- **Disneyland Star Wars Expansion, Anaheim, CA** – A very visible area of the Disney resort that is about to open this year.
- **Rams/Chargers NFL Stadium, Inglewood, CA** – The plan review of the newest NFL Stadium project in So CA. The stadium itself is covered by a large steel tube framed roof structure that is not connected to the stadium.
- **Rio Tinto Soccer Stadium**, **Sandy City, Utah** – The plan review of the Salt Lake area's professional soccer stadium. It included a roof canopy structure with a wave feature in the leading edge.
- **Building Official Roles:**
  - Palos Verdes Estates
  - Laguna Hills
  - Whittier (interim position)
  - Signal Hill
  - El Monte

Regional Director, Building & Safety Services, TRB + Associates **2019 – Present**
Responsible for new business development for building life safety services for various jurisdictions throughout California. Provide client relations and code assistance. Perform training lectures on building and residential codes. Participate on various local, state-wide and national committees. Building Official of the City of Signal Hill.

Group Leader, Building and Safety Services, Industry Consultant **2017 – 2019**
Responsible for the development of new business for inspection services and plan review services for various jurisdictions across the United States. Provide client care and assistance on code related issues. Give training lectures on the building and residential codes. Participate on various local, state-wide, and national committees. Building Official of the City of Palos Verdes Estates and Laguna Hills.

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Committees (Ctd.)

Author, 2013 and 2016 Significant Changes to the CBC and CRC

UL Fuel Gas Products Council (2002)

BCMC (BDMC) staff liaison (1993-2002)

Co-secretariat to the ICC Performance Based Building Code

Secretariat to the International Zoning Code (1996-2000)

Secretariat to the General Design, Administrative, Lateral Design, Fire and Life Safety and Fire Risk Code Committees of ICBO (1992-1996)

Staff secretariat responsible for the rewrite of the Means of Egress Chapter in the 1994 UBC

NIBS HHS Code Comparison Committee (1994)

FEMA Building Performance Review Team member (1993)

NIBS Flood Standards Comparison Committee (1992)

Coordinator, Pacific Rim Conference on Performance Based Codes

Various ASCE standards committees

SEAOC Code Committee liaison

ASME A17.1 Code Coordinating Committee

ANSI Construction Standards Board

Vice President, Various Industry Consultant Firms **2005 – 2017**
Responsible for the development of new business for inspection services and plan review services for various jurisdictions across the United States. Provide client care and assistance on code related issues. Give training lectures on the building and residential codes. Participate on various local, state-wide and national committees. Participate on various local, state-wide and national committees. Promotion and sales of the Firms' in-house electronic plan review system. Building Official of the City of Signal Hill. Contract Plan Review Engineer for the City of Anaheim

Chief Building Official, City of El Monte, Industry Consultant **2011 – 2012**
Responsible for the City of El Monte Building Division. Review plans for the City and issues permits. Conduct investigations of non-complying facilities frequently in conjunction with the Planning Division, Code Enforcement Division and LA County Fire Department. Develop presentations for City Council on adoption of new codes, etc.

Vice President, ICC **1991 – 2005**
Led the ICC Architectural and Engineering Services Department, responsible for technical opinions, plan review and the administration of technical contracts during the consolidation into the International Code Council. Managed ICBO Technical Services Department which was responsible for the maintenance of the code development process, plan review service and code opinion service for both external and internal customers. Represented the Council to many national, state and local organizations. Responsible for the technical image of the conference. Provided technical assistance on code related issues to both jurisdictional and professional members and non-members. Provided research on many code-related issues. Secretariat to most ICBO code development committees and the initial drafting secretariat to the ICC International Residential Code.

City of Los Angeles, Dept. of Building and Safety **1988 – 1991**
Structural Engineering Associate
Responsible for the structural, architectural and zoning review of proposed projects in the city. Chief of Coordinating Division and Preservation Coordinator. Evaluation of building products for LA code compliance.

Teaching Experience

International Code Council (ICC)
Lecturer –Non-structural Fundamentals of the 2009 IBC (domestically and internationally)
Lecturer – Non-structural Fundamentals of the 2012 IBC
Lecturer – ICC Code Development Process

California Building Officials
Lecturer- Significant Changes to the 2013 CBC and CRC for CALBO, and ICC
Lecturer – 2016 Introduction to the CBC Means of Egress
Lecturer - Updates to the 2010, 2013 and 2016 California Residential Code
Lecturer – Updates to the 2010, 2013, and 2016 California Building Code
Advanced Building Code Enterprises - Developed and presented coursework
Lecturer – Accessibility topics
Lecturer – Updates to the 2006 International Residential Code and 2007 California Building Code

Publications and Papers
ICC Significant Changes to the 2019 CBC/Significant Changes to the 2019 CRC
ICC Significant Changes to the 2016 CBC/Significant Changes to the 2016 CRC
ICC Significant Changes to the 2013 CBC/Significant Changes to the 2013 CRC
ICC Dwelling Construction under the 2007 CBC - Technical Editor
1997 Uniform Codes and UBC Handbook - Staff Technical Editor

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Karin Kuffel, SE, PE | Senior Plan Review Engineer

Education

Bachelor of Science
Civil Engineering
Purdue University; West Lafayette, Indiana

Masters of Business Administration
Saint Mary's College of California; Moraga, California

Registration

Registered Structural Engineer
California

Karin has over 30 years of structural engineering experience. Ms. Kuffel has vast structural design experience in both complex commercial and residential projects. She has managed many large-scale projects, including hospitals, OSHPD and the Chabot Space and Science Center. Her experience includes staff training, building design, and design review, as well as construction supervision and development of design and construction guidelines for new single-family residences.

Work Experience

Plan Review Engineer, TRB + Associates, San Ramon, CA **2016 - Present**

Provide structural plan check reviews of large commercial and institutional structures for multiple Bay Area building departments.

Build Change; Philippines **2014 - 2016**

Lead Engineer - Philippines. Responsible for all technical work and staff of Denver-based engineering non-profit's programs and operations throughout the Philippines, including management of Filipino engineering/technical staff comprised of engineers and builder trainers. Supervised training of local staff, building design, design review, construction supervision, and development of design and construction guidelines and recommendations for single-family homes and schools based on the National Structural Code of the Philippines.

Crosby Group; San Mateo, CA **2011 - 2014**

Senior Structural Engineer/Project Manager. Project management on multiple design-build projects, working with design team and contractor on fast-track work both in- and out-of-state. Responsible for managing project team from design through construction, developing and tracking fees, deadlines, and deliverables.

Independent Consultant **2009 - 2011**

Structural engineering consultant in San Francisco Bay Area. Consultant for small commercial and residential work. Extended contract work for Rutherford & Chekene included multiple hospital projects covering new hospital facility design, OSPHD plan-check work, and construction administration assistance.

Biggs Cardosa Associates, Inc., SF, CA **2006 - 2009**

Senior Engineer. Project management with responsibility for developing work, managing project production work, and overseeing construction administration. Representative projects include oversight for design of 8-story residential and parking structure for Santana Row Parcel 8b (San Jose, California) and the Lowe's parking structure in San Francisco.

KPFF Consulting Engineers; SF, CA **2004 - 2006**

Project Manager. Responsible for developing work and fee proposals, managing project engineering, drafting work, and overseeing construction administration. Project management included design of 5-story addition to Kaiser Santa Rosa Hospital, construction administration for 7-story addition to Modesto Memorial Hospital, and design and construction of low-income housing for South County Housing.

Thomas Hemenway, SE, PE | Senior Plan Review Engineer

Education

B.S. Civil Engineering Technology, Structural Emphasis
Metropolitan State College, Denver

Registration

Registered Structural Engineer California (#5348)

Registered Civil Engineer California (#52357)

Professional Affiliations

SEAONC Member

Tom Hemenway is a Registered Structural Engineer with over 30 years of engineering experience. Tom's experience includes providing structural, civil, and architectural design and quality control on a variety of industrial, commercial, and residential project types including multifamily podium projects, utility-scale power plant facilities, and retail buildings. He has served in design and analysis capacities for several seismic strengthening projects involving timber, steel, concrete, and masonry buildings in the greater San Francisco Bay area. His technical skills include 3D modeling and dynamic analysis for large foundations and structures.

Select Project Experience

- Lead Civil/Structural Engineer on multiple projects including the following:
  - NUMMI, Stamping Plant and Plastics Plant Expansion, Fremont
  - Vandenberg AFB housing development phases III and IV
  - 140 Geary Street seismic retrofit, San Francisco, CA
  - Amgen, Process Lab Building 99, Thousand Oaks, CA.
  - Huntington Hotel, San Francisco, CA
  - Wells Fargo Bank, Fremont Data Center, Fremont, CA.
- Responsible for Civil, Structural, and Architectural designs for industrial projects domestic and international.
- Responsible for structural analysis and design of seismic strengthening to existing timber, steel, concrete, and masonry buildings in the greater San Francisco bay area.
- Responsible for 3D model constructability review for a new GE 7FA natural gas-fired and GE A10 steam turbine, 1x1 combined cycle electric power generating facility.
- Responsible for ensuring quality of Civil, Structural, and Architectural construction activities for 600-megawatt natural gas-fired, combined cycle electric power generating facility.
- Performed dynamic structural analysis and concrete design for new steam turbine foundation.
- Designed concrete and steel structures for Kennecott Copper Smelter Modernization Project, Salt Lake City, UT using STAAD III and Microstation for PC computer.
- Designed steel pile and conventional concrete pad foundations for overland conveyor at Falkirk Mine in Underwood, North Dakota.

Work Experience

TRB + Associates, Inc., Senior Plan Review Engineer, 2016 - Present
Owner, TjHemenway Design Consultant, 2014 to 2016
Construction and Engineering Interface Manager, Kvaerner North American Construction Inc. and Parson Brinkerhoff JV, 2013
Owners Representative, Calpine, Russell City Energy Center, 2011 – 2012
Lead Structural Engineer, Aker Kvaerner, 2002 – 2003
Resident Engineer, Kvaerner, 2000 – 2002
Civil/Structural Discipline Manager, Kvaerner Metals, 1998 – 2000
Senior Structural Engineer, Kvaerner Metals, 1997
Civil/Structural Lead Engineer, The Bentley Company, 1995 – 1996
Others, 1981 – 1994

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William Vaughn, SE, PE | Senior Plan Review Engineer

Education

Bachelor of Science, Structural Engineering, Masters-level Course Work in Structural Engineering, Portland State University, Portland, Oregon

Bachelor of Arts, Economics, Course Work in Business Administration and Industrial Engineering, State University of New York, Buffalo, New York

Registration

Registered Structural Engineer, California

Registered Civil Engineer California

Professional Affiliations

Structural Engineers Association of Northern California (SEAONC)

Structural Engineers Association of California (SEAOC)

International Code Council (ICC)

East Bay Chapter of ICC

William Vaughn is a Registered Structural and Civil Engineer with over 35 years of experience in construction, structural engineering design, seismic investigation and structural peer and plan review. Bill has extensive knowledge in commercial and residential buildings as well as industrial facilities using steel, concrete, masonry and timber design. He also has a wide range of construction field experience including supervision, construction methods, product development and structural inspection. Of particular note, Bill's steel design portfolio includes 2 Moment Frame patents with HSS Steel Columns and Wide Flange Beams.

Select Project Experience

- Provided structural design and peer review services for clients with residential, multi-family, and commercial buildings using timber, steel, concrete, and masonry design.
- Produced structural designs for new buildings and provided structural designs and evaluations for alterations to existing buildings.
- Designed seismic strengthening of un-reinforced masonry buildings, wood buildings, and concrete tilt-up buildings.
- Produced repair designs for earthquake damaged facilities and for other structurally damaged buildings.
- Conducted analyses of existing buildings to assess compliance with codes and drawings.
- Performed investigations of earthquake, fire, and flood distress. Prepared reports, engineering analyses, and repair recommendations.
- Provided expert witness, structural peer review and plan review services.
- Investigated structural damage and distress for litigation preparation purposes. Prepared reports, engineering analysis, and recommendations to client. Provided design preparation and construction observations for repair designs.

Structural Peer Review

- Haas School of Business, University of California, Berkeley, CA

Structural Plan Review

- Russell City Energy Center, New $800 million Power Plan Project (for California Energy Commission), Hayward, CA
- Newell Village Mixed Use Project, Walnut Creek CA
- Terraces at Los Altos Mixed Use Project (Phase 3), Los Altos, CA
- New Family Dollar Store, Sacramento, CA

Structural Design

- Chevron Willbridge Terminal Upgrade, Portland, OR
- Chevron Eureka Terminal Upgrade, Eureka, CA
- Kaiser - Lennon Lane Mechanical & Seismic Upgrade, Walnut Creek, CA

Work Experience

TRB + Associates Inc., Senior Plan Review Engineer, 2011 – Present
Vaughn Engineering, Principal Structural Engineer, 1994 - 2011
David L. Messinger & Associates, Civil & Structural Engineer, 1990 -1994
Alan R. Horeis Structural Engineers, Civil Engineer, 1987 -1990
Others, 1971 – 1987

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Mike Kaszpurenko, SE, PE | Senior Plan Review Engineer

Education

Bachelor of Science, Civil Engineering, Clarkson University, Potsdam, New York, 1976

Registration

Registered Structural Engineer, California

Registered Civil Engineer California

Professional Affiliations

Structural Engineers Association of Northern California (SEAONC)

FEMA Structural Specialist, for Urban Search and Rescue, Task Force 7, Sacramento, CA.

California Office of Emergency Services Volunteer for post-earthquake building review.

Mike Kaszpurenko is a registered Structural and Civil engineer with over 30 years of engineering experience. His experience encompasses the plan review, design, evaluation, and retrofit of various types of building and non-building structures using concrete, steel, masonry, wood, and light-gage metal.

Mike's experience includes working for a large structural steel fabricator where he was involved in detailing of shop drawings, design of connections, and on-site field review.

Select Project Experience

Industrial, Manufacturing

- Corn Products Cogeneration Facility, Stockton, CA. Plan review of boiler building and miscellaneous foundations for new facility.
- Nine Mile Point Two Nuclear Power Plant, New York. Miscellaneous connection designs.
- Oswego Power Plant, Oswego, New York. On site engineer, for fabricator of breeching, during construction of oil-fired power plant.

Commercial / Government /Civic

- 600 Sutter, San Francisco, CA. New eight story building.
- 973 Market, San Francisco. Seismic upgrade of an existing 8 story brick and concrete building.
- Saks Fifth Avenue, San Francisco, CA. Foundation shoring for a new department store.
- El Camino Real Hotel, San Mateo, CA. Preliminary design of a new three-story hotel.
- 1989 Loma Prieta Earthquake, San Francisco, CA. Damage assessment of numerous apartment buildings and other structures for the City of San Francisco.
- City Center Rotunda, Oakland, CA. Upgrade of three, eight story adjacent buildings into one multifunction facility.

Education, Assembly / Healthcare

- Windsor Middle School, Windsor, CA. New $11 million School Campus.
- Laguna Salada School District, Pacifica, CA. Survey of 12 school campuses for Pacifica School District.
- Clovis East High School, CA. Plan check review for the Office of the Office of State Architect on several buildings of a new campus.
- Kaiser Hospital Service Building, Walnut Creek, CA. New two-story support facility for a hospital.

Multi-unit Residential

- Winterland Apartments, San Francisco, CA. Engineer of record for a 304-unit apartment complex consisting of four stories of wood framing over several levels of concrete parking.
- Park Hill Terrace, San Francisco. Upgrade and extension of former 8 story hospital building into condominiums.

Work Experience

TRB + Associates, Inc. San Ramon, CA, 2009 - Present
Structural Engineers Collaborative, San Francisco, CA, 1986—Present
Culley Associates, San Francisco, CA, 1980—1986
H. J. Degenkolb & Associates, San Francisco, CA, 1978-1980
Cives Steel Corporation, Gouverneur, New York, 1976—1978

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Daniel McLaughlin, PE, CASp | Senior Plan Review Engineer

Education

Masters in Structural Engineering
Lehigh University
Bethlehem, PA

B.S Civil Engineering
Lehigh University
Bethlehem, PA

Registration

Registered Civil Engineer, California

ICC Certified Plans Examiner

DSA Certified CASp

Professional Affiliations

American Institute of Steel Construction

Dan McLaughlin is a registered Civil Engineer and ICC Certified Plans Examiner with plan review experience on numerous residential and commercial projects. He has provided structural, life safety, and mechanical/electrical/plumbing, and energy reviews on a variety of residential and commercial project types. Project types include complex single-family homes, small to mid-sized retail shell buildings, office and mercantile tenant improvements, and large mixed-use projects. Dan possesses strong structural analysis skills and has an excellent working knowledge of ADAPT, RAM, SAP2000, AutoCAD, Revit, and MathCAD structural engineering software packages.

Work Experience

Senior Plan Review Engineer, TRB + Associates, Inc. **2014 - Present**

- Dan specializes in plan review coordination with extensive experience on both complex commercial and residential projects. Dan has served in project management and reviewer roles across many large-scale projects including Phase 1 of the $9 billion RELATED Santa Clara project, and the $1.5 billion UC DAVIS HEALTH Sacramento Campus, Aggie Square project.
- Recently participated in review of 4 story 135,000 sf wood apartment building over 2 story PT parking garage
- Participated in review of a 6 story 133,000 sf steel buckling restraint braced frame office building
- Review a variety of wood, concrete, and steel building types
- Communicate with project engineers and architects on a regular basis

Engineering Assistant, Contra Costa County Sanitary District **2011 - 2014**

- Performed submittal check to ensure use of proper materials and equipment
- Created site maps to discover location of overflows in the event of clogs in the systems
- Performed sewer line inspections to ensure proper installation by contractor
- Supervised bore sight to allow continual work when lead engineer not on site

Engineering Internship, City of Pleasant Hill, Engineering Division
2007

- Performed quality control of storm drainage system project
- Supervised ADA sidewalk installation to ensure proper installation by contractor
- Developed PowerPoint Presentation of the City department functions for the City Engineer

Residential Construction, McLaughlin Construction **2011, 2013**

- Extensive knowledge in residential wood construction. Restored Victorian home including repair and seismic retrofit of foundation, re-leveled house and conducted full replacement of electrical, plumbing and sewer line. Completed unfinished basement including framing, insulation, electrical, sheetrock and finish work

Collection System Operation Laborer, Contra Costa County Sanitary District **2009, 2010**

- Performed assigned duties on the hydro, rodding, construction, and utilities location crews

Petya McInnis, PE, CASp | Senior Plan Review Engineer

Licenses and Certifications

- Professional Engineer (P.E.)
- Certified Access Specialist (CASp)
- ICC Plans Examiner
- CalOES SAP Evaluator

Education

- MS in Structural Engineering, University of California, Davis, *2009 - 2011*
- BS in Civil & Environmental Engineering (Emphasis in Structures), California State University, Sacramento, *2007 - 2008*
- MS in Structural Engineering (One semester away from completion), University of Architecture, Civil Engineering and Geodesy, Sofia, Bulgaria, *1999 – 2003*

Skills

- Collaborative Team Player
- Detail-Oriented
- Hardworking
- Enthusiastic
- Dependable
- Quick Learner
- Proficient in Current Design Standards (e.g., ASCE7, ASCE41, ACI 318, AISC, etc.)
- Software Proficiency: Experienced in 2D/3D drafting and structural analysis software (e.g., AutoCAD, LDD, Civil 3D, SAP2000, Navisworks)
- Knowledge and experience in finite element analysis tools (e.g., ABAQUS, ANSYS)

Computer Skills

- Programming & Web Design: Matlab, SQL, C++, HTML, JavaScript
- 3D Studio MAX
- SolidWorks
- Adobe Photoshop
- Illustrator
- CorelDraw
- Macromedia Shockwave Flash

Languages

- English
- Bulgarian
- Russian

Petya McInnis possesses over 22 years of experience in engineering and construction, encompassing design, plan review, and inspection for residential, commercial, and industrial projects. In her recent role as a Plan Check Engineer for the City of Fairfield, Petya oversaw a wide range of design disciplines for projects of varying sizes and types. Her expertise spanned from simple residential additions to complex commercial and industrial developments. Petya offered invaluable assistance to stakeholders, ensuring compliance with code requirements and providing technical supervision to permit technicians and inspection staff. Her proactive approach extended to assisting Building Inspectors and Officials with code research and interpretation, resulting in effective solutions for challenging construction scenarios. Petya's contributions included recommending and implementing process and policy changes to further the city's objectives. Additionally, she prepared reports and updates for the City Council, ensuring transparency and accountability in project management.

Petya also served as a client liaison for all clients in the Sacramento region and numerous clients in the Bay Area. With exceptional interpersonal skills, high productivity, and a strong work ethic, she consistently delivered top-notch customer service.

As a professional Engineer, Petya holds ICC certification as a Building Plans Examiner and is also a certified access specialist (CASp). Petya's extensive experience and expertise make her a valuable asset to any team. With well-rounded experience in the building industry, she brings a wealth of knowledge and skills to every project she undertakes.

Work Experience

Sr. Plan Review Engineer, TRB and Associates, Inc. **2024 – Present**

- Provides building plans examination for jurisdictions on an as-needed basis. Responsible for providing plan check reviews for residential and commercial structures.
- Reviews building plans and related documents for compliance with California Building Codes, agency requirements and policies. Verifies that projects have obtained all necessary approvals; maintains records and prepares final plan sets for approval.
- Performs plan review of light commercial tenant improvements and remodel projects.

Plan Review Manager, Private Consultant **2022 - 2024**

- Oversaw daily activities of all plan review staff in the Sacramento region.
- Provided technical assistance, training, and mentorship for internal and jurisdictional staff.
- Served as a client liaison for all clients in the Sacramento region and several clients in the Bay Area.
- Reviewed all design disciplines for projects of all sizes and types.
- Specialized in reviewing large commercial projects such as mixed-use multi-family, high-rise, and podium construction.
- Prepared proposals and time estimates

Senior Plan Check Engineer, Private Consultant **2021 - 2022**

- Responsible for reviewing all design disciplines for projects of various sizes and types across multiple Cities and Counties in California, Oregon, Washington, and Massachusetts.
- Specialized in reviewing large commercial projects including mixed-use multi-family, high-rise, podium construction, shopping centers, restaurants, warehouses, big-box stores, tenant improvements, etc.
- Led "page-turning" pre-submittal sessions aimed at identifying and resolving code compliance issues before submission.
- Managed the Stanford University SLAC plan review contract.
- Provided training and performed quality control for plan review staff.
- Prepared proposals and time estimates.

Plan Check Engineer, City of Fairfield, Fairfield, CA **2014 - 2021**

- Responsible for reviewing all design disciplines for projects of various sizes and types in the City of Fairfield.
- Reviewed projects ranging from simple residential additions, alterations, ADUs, and garage conversions to complex commercial and industrial TIs and new developments.
- Assisted designers, contractors, developers, business owners, homeowners, and City staff in applying, understanding, and interpreting applicable code requirements for each project, providing guidance for potential code-compliant solutions.
- Provided technical supervision to permit technicians and inspection staff.
- Assisted Building Inspectors and Building Official with code research and interpretation on difficult or unusual construction situations.
- Recommended and created process and policy changes.
- Prepared reports and City Council updates.

Senior Structural Engineer, AIR Worldwide, San Francisco, CA **2011 - 2014**

- Served as a Senior Engineer in the Catastrophe Risk Engineering Group.
- Evaluated code compliance of proposed and existing facilities across different countries/regions worldwide.
- Reviewed structural drawings and calculations to identify potential design deficiencies.
- Developed reliable quantitative measures of site-specific natural disaster risk (e.g., seismic, wind, flood, tsunami).
- Created 3D structural models for performance-based evaluations.
- Conducted site inspections and prepared proposals, progress reports, final project reports, and presentations.
- Collaborated closely with national and international government agencies and organizations on disaster risk reduction, mitigation, and response strategies.
- Notable projects included:
  - Seismic Risk Assessment of the Solar Millennium Project at Blythe, CA
  - Hurricane Risk Assessment of Walt Disney World, Orlando, FL (Phase I, IIA, and IIB)
  - Seismic and Wind Risk Assessment of KAUST, Saudi Arabia
  - Real-time Seismic Damage Assessment for the California Earthquake Authority
  - Real-time Hurricane Risk Assessment for DOW Chemical, Freeport, TX
  - Various international multi-phase disaster risk assessment projects in collaboration with the World Bank and the Asian Development Bank.

Design Engineer, Mark Thomas & Company, Sacramento, CA **2008 –2011**

- Worked as a Design Engineer on multiple municipal transportation engineering projects, including highway interchange and bridge projects, local roadway improvements, and streetscape enhancements.
- Prepared infrastructure analyses to support the implementation of planning frameworks and design concepts for each project.
- Led the planning, geometric design, and coordination for the Sacramento City College Bicycle/Pedestrian Overcrossing Project.
- Provided construction support for the 4-mile Folsom Blvd Enhancements Project in Rancho Cordova and the historic preservation R Street Reconstruction Project in Sacramento.
- Prepared various technical reports, construction details, utility mapping and coordination, grading plans, access compliance, quantity take-offs and estimates, drainage pattern analyses, and storm drain design.
- Other projects included: I-5 / Cosumnes River Blvd Interchange PS&E, Watt Ave / HWY 50 Project, Sacramento Regional Transit SSCP2, Stockton Transportation Impact Fee Study, R Street Market Plaza, and Ramona Ave Extension.

Project Engineer / Project Manager, KHS&S Contractors, Concord, CA **2005 – 2007**

Sr. Production Operator, FedEx Kinko's SF East Bay CPC, Pleasanton, CA **2004 – 2005**

Jim Begley, FPE, CFM, LEED AP | Fire Protection Engineer

Education

Worcester Polytechnic Institute
M.S. in Fire Protection Engineering - 2006

University of Maryland at College Park
B.S. in Fire Protection Engineering - 1996

Registration | Certifications

Licensed Fire Protection Engineer:
California, Nevada, Arizona, 15 additional states

LEED Accredited Professional

ICC Certified Fire Marshal

ICC Certified Fire Plans Examiner

ICC Certified Fire Inspector

Professional Affiliations:

National Fire Protection Association (NFPA)

Society of Fire Protection Engineers (SFPE)
Member grade

SPFE
Member of International Board of Directors

Jim Begley has 20 years of experience and began his engineering career in 1993 at Lockheed Martin Energy Systems in Oak Ridge, TN. After relocating to Las Vegas in 2002, Jim was responsible for hospitality projects such as Caesars Palace, Hard Rock Hotel, the Palms Casino, Bally's and Paris Hotel Resort while managing the Las Vegas office of Schirmer Engineering Corporation. In May 2005 Jim joined JBA Consulting Engineers as the Director of Fire Protection Engineering and became Director of Domestic Business Development in 2008 prior to establishing his own firm in 2010.

Jim is a registered Fire Protection Engineer in 18 states. While at the University of Maryland, Jim was awarded membership to the Salamander honorary fire protection engineering fraternity. Jim is a past President of the Southern Nevada chapter of the Society of Fire Protection Engineers (SFPE) and currently sits on the SFPE Board of Directors on an international level.

Select Project Experience

SHRA 12-Story Building Remodel, Sacramento, CA
Russell City Energy Center Project, Hayward, CA
Lodi Energy Center Project, Lodi, CA
River Rock Casino, Healdsburg, CA
Aliante Station Hotel and Casino, Las Vegas, NV
Barona Resort & Casino, Lakeside, CA
Caesars Palace Hotel and Casino, Las Vegas, NV
Diamond Jo Casino, Northwood, IA
Diamond Jo Casino Dubuque, Dubuque, IA
Durango Station Hotel and Casino, Las Vegas, NV
Encore at Wynn Las Vegas, Las Vegas, NV
Golden Nugget Hotel & Casino, Las Vegas, NV
Legends Casino, Yakima, WA
Little Six Casino, Prior Lake, MN
Mystic Lake Casino, Prior Lake, MN
Palms Casino Resort Phase II, Las Vegas, NV
Palms Casino Resort Concert Venue, Las Vegas, NV
Snoqualmie Casino, Snoqualmie, WA
Tropicana Mega Resort, Las Vegas, NV
Wynn Las Vegas, Las Vegas, NV

Work Experience

TERPconsulting, 2010 – Present
jba consulting engineers, 2005 – 2010
Schirmer Engineering Corporation, 2001 – 2005
Fire Protection unlimited, 1999 – 2001
Performance Design Technologies, 1997 – 1998
Nexus Technical Services Corporation, 1996 – 1997
Lockheed Martin Energy Systems, 1993 – 1996

Bryan Douglass, FPE | Fire Protection Engineer

Education

Worcester Polytechnic Institute
M.S. in Fire Protection Engineering - 2007

Worcester Polytechnic Institute
B.S. in Fire Protection Engineering - 2006

Registration

Licensed Fire Protection Engineer:
California, Kansas, Louisiana, Nevada, Oregon

Professional Affiliations

Society of Fire Protection Engineers (SFPE)
Member grade, Southern Nevada Chapter – President

Bryan Douglass has over 10 years of experience and began his engineering career in 2006 as a Graduate Intern at Rolf Jensen & Associates, Inc. In January 2008, Mr. Douglass joined JBA Consulting Engineers as a Consultant, providing code consulting and conceptual design of fire protection systems for various gaming, hospitality, and commercial projects. He was eventually promoted to Senior Fire Protection Engineer and was responsible for the management of projects such as SLS Las Vegas, Marriot Grand Chateau Phase 3 Tower, and Michael Jackson Cirque Show. He also served as an MQAA special inspector for projects such as, Sam's Town, Encore at Wynn Las Vegas, and Bluegreen Timeshare.

Mr. Douglass is a registered professional Fire Protection engineer in 5 states. He is past President of the Southern Nevada Chapter of the Society of Fire Protection Engineers.

Bryan holds an M.S. degree in Fire Protection Engineering from Worcester Polytechnic Institute, MA and a B.S. degree in Mechanical Engineering from Worcester Polytechnic Institute, MA.

Select Project Experience

- Clark County Water Reclamation, Las Vegas, NV The D Casino, Las Vegas, NV
- Eclipse Movie Theater, Las Vegas, NV
- Encore at Wynn, Las Vegas, NV.
- Fashion Show Mall, Las Vegas, NV
- Henderson Vitamin Manufacturing Facility, Henderson, NV
- Horizon Hospital, Las Vegas, NV
- Isleta Casino & Resort, Albuquerque, NM
- Las Vegas Convention Center, Las Vegas, NV Le Maitre Fireworks, North Las Vegas, NV Luxor Hotel & Casino, Las Vegas, NV Mandalay Bay Resort, Las Vegas, NV
- Marriott Grand Chateau, Las Vegas, NV
- Metro Hangar, North Las Vegas, NV
- Paris Las Vegas - Master Egress, Las Vegas, NV Planet Hollywood Axis Theater, Las Vegas, NV Rebel Oil, North Las Vegas, NV
- Sam's Town, Las Vegas, NV
- SLS Las Vegas, Las Vegas, NV
- Southern Hospital, Las Vegas, NV
- Tortoise Rock Casino, Twentynine Palms, CA Treasure Island Retail Expansion, Las Vegas, NV Tropicana Resort, Las Vegas, NV
- Ulupono LPG, Hawaii
- UNLV, Las Vegas, NV

Work Experience

TERPconsulting, 2012 – Present
jba consulting engineers, 2008 – 2012
Rolf Jensen & Associates, 2006

Jay Griffin, CASp | Senior Plans Examiner

Licenses and Certifications

- Certified Access Specialist #788

Education

High School Diploma

Skills

- Communication, both written and verbal
- Critical thinking
- Technical plan review
- Creative solutions to complex problems

Jay Griffin possesses over 40 years of experience in the building industry including 20 years as a Supervising Building Inspector. He has extensive knowledge in the areas of building life safety, accessibility, plumbing, and mechanical disciplines, as well as a strong background in plan review. Jay's expertise spans across a wide range of complex projects, including commercial and residential buildings. Throughout his career, he has gained hands-on experience working in various roles, such as carpenter, lead carpenter, job foreman, superintendent, building contractor, and building inspector.

As a collaborative leader, Mr. Griffin recently provided exceptional leadership skills as the Supervising Building Inspector for the City of Sacramento Building Division. He also taught life safety and disabled access classes to city staff and provided guidance and support to plan review and inspection staff. With his expertise in resolving code-related issues and ensuring compliance with regulations, Jay maintains high levels of productivity, reliability, and customer service. He is also a certified California Access Specialist (CASp) and is passionate about continuing a career in the building life safety field.

Work Experience

Sr. Plans Examiner, TRB and Associates, Inc. **2023 – Present**

- Provides building plans examination for jurisdictions on an as-needed basis. Responsible for providing plan check reviews for residential and commercial structures. Review scope includes both structural and non-structural disciplines.
- Reviews building plans and related documents for compliance with California Building Codes, agency requirements and policies. Verifies that projects have obtained all necessary approvals; maintains records and prepares final plan sets for approval.
- Performs plan review of light commercial tenant improvements and remodel projects.

Supervising Building Inspector, City of Sacramento, Sacramento, CA **2004 – 2023**

- Reviewed incoming workload for completeness and complexity and assigned tasks to staff members as needed.
- Taught ongoing life safety and disabled access classes to city staff, ensuring that they were up-to-date on the latest regulations and requirements.
- Served as a subject matter expert on life safety and disabled access provisions of the California Building Code, providing guidance and support to city plan review and inspection staff. Resolved code-related issues as they arose, using deep knowledge and expertise to ensure compliance.
- Reviewed project plans for compliance with applicable requirements of the California Building Code for life safety and disabled access. Worked on a wide range of projects, from simple tenant improvements to high-rise buildings, complex additions to historic structures, and the Golden 1 Arena. Conducted thorough reviews and provided detailed feedback to ensure that all aspects of the code were met.
- Evaluated AMMR (Alternative Materials and Methods of Construction) requests for equivalence with prescriptive code.

Jeff Brooks, CASp | Senior Plans Examiner

Licenses and Certifications

- Certified Access Specialist
- ICC CA Commercial Pluming Inspector
- ICC CA Commercial Mechanical Inspector

Education

Cosumnes River College
Building/Home/Construction Inspection/Inspector

Honors/Awards

- Building Official Leadership Academy – CALBO
  Building Official Leadership Academy (BOLA) Award for completing the CALBO BOLA program for2017-2018.

Skills

- Municipalities
- Construction
- Code Enforcement
- Life Safety
- Building Codes
- Plan Review
- Building Inspections
- NFPA
- Interpersonal Skills

Jeff possesses over 40 years in the construction industry with 21 years as a building inspector performing commercial and residential plan review and inspections in the building life safety, accessibility, plumbing, mechanical disciplines throughout Northern California. Jeff's expertise includes the review of highly complex mechanical and plumbing systems. He also has 20 years of experience working in the trades and as a contractor building custom homes.

As a collaborative leader, Jeff recently provided exceptional leadership skills as the Cannabis Project Manager for the City of Sacramento Building Division. He also provided training and direction for other plans examiners and inspectors for legal related facilities. He works well with the public as well as his colleagues and maintains high levels of productivity, reliability with excellent work ethic to deliver high quality customer service.

Jeff is ICC certified as a Commercial Building and Electrical Inspector. In addition, he is also certified as a California Access Specialist (CASp). Jeff has well-rounded experience in the building industry.

Work Experience

Senior Plans Examiner, TRB and Associates, Inc. **2021 – Present**

- Reviews complex plan drawings and calculations for code compliance on behalf of client agencies.
- Performed comprehensive mechanical and plumbing review for new $100 million mixed use project located in the City of West Hollywood.
- Performed mechanical and plumbing review for new $1.3 billion mixed use project located in Sacramento, CA
- Reviews encompass all manner of construction, including residential, commercial, and industrial project types.

Building Inspector/Plans Examiner, City of Sacramento **2000 – 2021**

- Performed mechanical plumbing plan review for Golden 1 Center Arena, home of the Sacramento Kings.
- Provided life safety, fire systems, and mechanical and plumbing plan review on a wide range of project types during tenure.

General Contractor, Brooks Construction **1980 – 2000**

Ryan Leiendecker | Senior Plans Examiner

Certifications/Licences

ICC Certified:
- Certified Building Official
- Certified Fire Marshall
- Building Code Specialist
- Building Plans Examiner
- Residential Energy Inspector/Plans Examiner
- Commercial Energy Plans Examiner
- Residential Plans Examiner
- Plumbing Plans Examiner
- Commercial Building Inspector
- Residential Building Inspector
- Commercial Plumbing Inspector
- Building Inspector
- Permit Specialist
- Permit Technician

Training Certificates:
- Anchorage Design
- Repair Application Procedure
- Fundamentals of Concrete and Materials
- Fundamentals of Concrete Construction

Education

- Brandman University (Chapman University System), Irvine, California- Master of Public Administration
- Brandman University (Chapman University System), Irvine, California- Bachelor of Sociology

Ryan James Leiendecker possesses more than 14 years of experience in building and fire life safety, conducting plan reviews and inspections for residential and commercial projects in the public sector. In his recent role as a Senior Plan Checker at the City of Pleasanton Building and Safety Division, Ryan supervised Plan Checkers and conducted quality control reviews of consultant's plan reviews. He evaluated building and structural plans for compliance with various codes and met with stakeholders to discuss projects. Ryan conducted over-the-counter reviews for simple projects, while also effectively communicating with customers at the counter, over the phone, and via email, consistently delivering exceptional customer service. He also served as backup for the Chief Building and Safety Official, assisted in special projects, and conducted field inspections as needed.

Ryan has vast experience reviewing construction plans to ensure structural integrity and compliance with regulatory standards, covering California building, mechanical, electrical, plumbing, energy, green, fire codes, and local ordinances.

Work Experience

Senior Plans Examiner, TRB and Associates Inc. **2022 – Present**

- Senior Plans Examiner for jurisdictions on an as needed basis responsible for conducting fire and life safety plan review and inspections ensuring compliance with all applicable local, state, and federal agencies.

Senior Plan Checker, City of Pleasanton Building and Safety **2021 - 2022**

- Supervised Plan Checker and ensured quality control of consultant's plan reviews.
- Checked building and structural plans from architects, engineers, contractors, and owners for compliance with codes and regulations.
- Collaborated with stakeholders like architects, engineers, contractors, and homeowners to discuss projects.
- Conducted over-the-counter reviews for simple projects.
- Provided information and assistance to customers in person, over the phone, or via email.
- Issued building permits and participated in staff meetings to review project compliance.
- Delivered customer service at the Public Counter, including minor plan reviews, and resolving conflicts.
- Acted as backup for the Chief Building and Safety Official when needed.
- Assisted in special projects such as community studies and emergency planning.
- Conducted field inspections related to plan reviews as necessary.

Plans Examiner, County of Napa Building Division **2015 – 2021**

- Reviewed construction plans for structural integrity and compliance with the California building, mechanical, electrical, plumbing, energy, green, fire code and local ordinances.
- Assisted building inspectors with inspections concerning complex structural and life safety issues.
- Met with architects, engineers, and contractors to discuss future or ongoing projects.
- Provided over-the-counter reviews for certain simple projects.
- Provided information to customers at the counter, over the phone, or via email.

Combination Building Inspector Aide II, City of Long Beach Building & Safety **2014 - 2015**

- Assisted customers at the public counter by answering Title 24 code and permit related questions and issuing permits.
- Plan checked photovoltaic systems, signs, pools, and spas.

James Johnson, E.E., QCxP | Senior Plan Review Engineer

Registration/Certification

Registered Electrical Engineer – Hawaii

ICC Certified Electrical Plans Examiner

Qualified Commissioning Services Provider (QCxP)

Construction Quality Control Reviewer (CQCR)

Professional Affiliations

Illuminating Engineering Society (IESNA)

International Association of Electrical Inspectors

Building Commissioning Association (BCA)

International Code Council (ICC)

Volunteer Affiliations

Board Member,
Richmond High School Engineering Academy Advisory Board
2014 – Present

Volunteer Writer/Coach,
El Cerrito and Richmond High Schools
2013 – Present

James Johnson is a Registered Electrical Engineer (Hawaii), ICC Certified Electrical Plans Examiner, and Qualified Commissioning Services Provider (QCxP) with over 30 years of experience encompassing electrical engineering design and plan review. Mr. Johnson has provided electrical plan review on a variety of project types including commercial building, tenant improvements, and photovoltaic systems. In addition, Mr. Johnson has performed extensive power and lighting systems design, engineering and construction document production, and project management.

Select Skills / Project Experience

- Analyze permit submittal plan documents for conformance to adopted national, state, and city/county codes including NEC, NFPA, IBC, ICC and UFC standards.
- Conduct forensic electrical systems investigations to determine origin and cause failure of equipment and associated distribution systems including power, lighting and fire alarm with analysis and resolution of legally adopted Code compliance issues.
- Provide scheduled review as CQCR of electrical construction documentation with scheduled site inspection to assure quality construction in accordance with minimum codes and standards for U.S. government projects.
- Professionally managed a wide variety of governmental, commercial, institutional, and residential projects with associated commercial and emergency, renewable and non-renewable power, lighting, and telecommunication systems.
- Provided oversight of engineering skills development and implements of Engineers-In-Training. As a lead instructor at Leeward Community College, taught Math, English and Writing from high school through college freshman levels.
- Proficient in Microsoft Word, Excel, PowerPoint, Adobe Photoshop and Acrobat Pro, AutoDesk AutoCAD MEP 2013. Revit MEP 2013.

Work Experience

- Senior Plan Review Engineer, TRB + Associates, Inc., 2014 to Present
- Certified Electrical Plan Reviewer, City and County of Honolulu, 2013 to Present
- Senior Electrical Engineer/Project Manager, Moss Engineering, 2005 – 2013
- Office Manager, Senior Electrical Engineer, Tower Engineering, 2000 – 2005
- Senior Project Engineer/Manager, Applied Engineering, 1995 – 2000
- Lead Instructor, Office of Continuing Education and Training, Leeward Community College, Pearl City, HI, 1995 – 2000
- Senior Electrical Design/Project Manager, Bennett, Drane, Karamatsu Engineers, Honolulu, HI, 1985 – 1995

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Steven Block, E.E. | Senior Plan Review Engineer

Education

B.S. Engineering, Physics
California State University, Northridge, CA

Registration

Registered Electrical Engineer
California, Nevada, Arizona, Hawaii

Steven Block is a highly skilled electrical engineer with over 25 years' experience in the electrical engineering field. His expertise includes electrical design and plan review for compliance with the National Electrical Code, California Electrical Code, California Energy Code, local ordinances, National Electrical Safety Code, California Electrical Code, California Energy Code, local ordinances, National Electrical Safety Code, OSHA and other applicable laws, ordinances, regulations and standards (LORS).

Projects reviewed for code compliance include commercial and industrial solar power plants, commercial natural gas power plants, wastewater treatment plants, and cement plants, industrial and commercial buildings, parking structures, hotels, and municipal utilities. Designed and provided construction support for traffic signals, highway lighting, closed circuit television, traffic monitoring stations, maintenance stations, and storm water pumping stations.

Work Experience

Senior Electrical Plan Review Engineer, TRB and Associates **2016 - Present**

- Plan review for residential, commercial, and industrial installations – Phillips 66 Naval Weapons Station, OSHPD 3 reviews for the City of Sacramento, Benicia Valero Refinery Audit, Child Daycare Center in Santa Clara, new apartments in Sacramento.

Senior Electrical Engineer, Private Consulting Firm **2004 - 2016**

- Plan review for code compliance and field inspector support – Silver State North Photovoltaic Generating Station, transmission lines, and high voltage substation (Nevada), Palomar Power Project (California), Panoche Energy Center (California), Abengoa Solar Thermal Generating Station and substation (California), Genesis Solar Collector Generating Station (California), Inland Empire Energy Center (California), Distributed Energy Partners Generating Stations (Hawaii), Various Wind Power Generating Stations in Solano County, CA, and other generating stations.
- Plan review for commercial and industrial installations – FBI Honolulu, Disney Hawaii, Fort Irwin Military Housing (California), various rooftop photovoltaic installations (Hawaii), Valero Refinery Benicia (California), Transmission Line Feeder for Concrete Plant (Nevada) and Various Cellular Tower Installations (Hawaii).

Alan Roth, E.E. | Senior Plan Review Engineer

Education

B.S. Electrical Engineering
California State Polytechnic University

Registration

Registered Electrical Engineer
California

Alan Roth is a registered professional electrical engineer with over 30 years of engineering experience. His experience encompasses extensive electrical systems design, quality control, and oversight roles at power plant and other industrial facility types. Past roles include working for Calpine, Inc. and Dow USA on power generation and chemical plant projects.

Work Experience

Senior Electrical Plan Review Engineer, TRB + Associates 2016 – Present

- Conducts electrical code compliance plan review of industrial and power generation facilities. Currently assisting with plan review $1 billion petrochemical refinery expansion project.

Electrical Engineering, Calpine Corporation 1998 – 2014

During tenure at Calpine Corporation, held positions of Senior Electrical Engineer, Senior Project Engineer, Senior Operations Engineer, and Senior Electrical Engineer 3.

- Provided support for the design and construction of a new combined cycle power plants and installation of new combustion turbine generators in existing plants. Duties included:
  - Reviewed engineer's design documents for compliance with Calpine standards and proper interface with OEM documentation
  - Provided field support as required
  - Design
  - Management of capital projects
  - Analysis of protection and control systems
  - Root cause analysis and determination of corrective actions for equipment and protection system failures
  - Recommended predictive preventative maintenance
- Provided interface with consultants for complete protection reviews at 12 Calpine power plants in CA. Duties include:
  - Compiled all protection related drawings
  - Compiled any relay coordination and settings documents
  - Provided field support to consultants to verify drawings and actual protective relay settings
- Determined the preliminary conceptual design, using standard design guidelines for plants in development
- Interfaced with local utilities for new interconnections for projects in the development phase
- Represented Calpine to WECC and other regulatory bodies.
- Provided guidance to plants on maintaining compliance with regional and national reliability standards.
- Interfaced with local utilities for new interconnections for projects in the development phase.
- Represented Calpine to WECC and other regulatory bodies.
- Determine the specification of the major equipment to be selected for the projects as well as interfacing system design.
- Interfaced with utilities, steam hosts, gas suppliers, permitting agencies, consultants and other organizations involved with the development of power projects.
- Directed transmission consultants in initial studies for power plant siting.

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Peter Kogan, M.E., LEED AP | Senior Plan Review Engineer

Education

Master of Science, Mechanical Engineering, Moscow Aeronautical Institute, Russia

Registration/Certification

Registered Professional Mechanical Engineer: California, Hawaii, Nevada, Texas, Colorado, Arizona

Certified Energy Manager (CEM), State of California

LEED Accredited Professional

Peter Kogan is a licensed mechanical engineer with over 30 years of diversified experience in the construction industry. His expertise lies in the areas of design and construction administration for Heating, Ventilation and Air Conditioning, Plumbing, Fire Protection, Energy and Building Studies, and Value Engineering. In the past ten years he was responsible for the design and renovation construction of several historical preservation projects. Peter's extensive experience and personal attention to project details has always assured professional services performed within budget and to complete client satisfaction.

Peter has published several technical articles in the national magazine "Heating, Piping, Air Conditioning" and recently had an article published in the architectural magazine "Progressive Architecture". Peter has presented a technical paper on World Energy Congress in Atlanta, Georgia in 1990.

Select Project Experience

Healthcare

- New Medical Facility, Nevada Air National Guard, Reno, NV
- Radiology/ Oncology Labs Renovation, Hospital Building, UCSF, San Francisco, CA
- Renovation of Buildings 210/212 & 301, Metropolitan State Hospital, Norwalk, CA
- Sonoma State Hospital, Central Plant HVAC Modifications, Sacramento, CA

Education, Assembly

- Wet Research Laboratories in Building 74, Lawrence Berkeley Lab, Berkeley, CA
- Medical Research Laboratories, Warren Hall, UC Berkeley, CA
- Calvary Church, Los Gatos, CA. New 80,000 sq.ft., 2-story Life Center with Classrooms, Multi-Use Room, Gymnasium, Meeting Halls, etc.

Multi-unit Residential

- New Condominium Complex, San Francisco, CA. New 7 Story Condominium Complex located at 1438 Green Street
- Military Housing and Commercial Facilities, NAS Fallon, NV. New 3 Building Housing Complex comprising 126 Bachelor Enlisted Quarter units & new base Administration, Maintenance, Shop and Storage Facilities.

Commercial

- The Disney Store, New Retail Store, Winward Mall, Kaneohe, HI
- Office Building, San Francisco, CA. New 3 Story Office Building located at 325 Pacific Avenue
- New Ruth's Chris Steak House Restaurant, The Montage, Reno, NV
- Foods Pilot Plant Expansion for Clorox Corporation, Pleasanton, CA

Government, Civic

- Renovation of 3–Building Command Headquarter Complex, Travis Air Force Base, Fairfield, CA
- New 2-story Fitness Center at Naval Postgraduate School, Hayward, CA
- New International Arrival Building, Oakland Airport, CA

Work Experience

TRB + Associates, Inc, 2008-Present
Peter Kogan Associates, Owner, 1988-Present

Akitayo (Tai) Akiwumi | Senior Plans Examiner

Certifications/Licences

ICC Certified:

- Building Plans Examiner
- Building Inspector
- Plumbing Inspector

Education

- Master of Science - Mechanical Engineering, University of Manchester Institute of Science and Technology, UK.
- Bachelor of Science - Mechanical Engineering, University of Manchester Institute of Science and Technology, UK.

Training

- 2022 CBC Chapter 11A: Privately Funded Multi-Family Dwelling Accessibility.
- 2022 CBC Chapter 118: Accessibility in Public Buildings, Public Accommodations and Commercial Buildings.

Committee Representation

City representative at the Tri-Chapter Uniform Code Committee meetings.

Akitayo (Tai) Akiwumi possesses over 22 years of experience in conducting complex plan reviews for residential and commercial projects, encompassing architectural, mechanical, plumbing, and electrical aspects. In his recent role as a Plans Examiner at the City of San Ramon, he conducted thorough plan reviews for a diverse portfolio of projects, ranging from new constructions to tenant improvements and alterations. Tai's responsibilities also extended to performing over-the-counter plan checks, issuing permits, and providing invaluable code resource services to clients.

In previous roles, Tai demonstrated his proficiency by providing guidance to designers, training staff, addressing customer inquiries, conducting extensive research on code issues, and collaborating effectively with architects and designers. His dedication to ensuring compliance and safety standards has been evident throughout his career.

Tai exhibits exceptional knowledge of local, state, and federal safety standards, ensuring strict adherence to regulations. Holding ICC certifications as a Building Plans Examiner, Building Inspector, and Plumbing Inspector, he brings a well-rounded expertise to the building industry. urthermore, his background in mechanical engineering, technical supervision, general management, and project development, combined with his reliability in supporting team efforts, greatly enhances his performance in his role.

Work Experience

Senior Plans Examiner | TRB and Associates Inc. **2024 - Present**

- Senior Plans Examiner for jurisdictions on an as needed basis responsible for conducting fire and life safety plan review and inspections ensuring compliance with all applicable local, state, and federal agencies.

Plans Examiner | City of San Ramon, San Ramon, CA **2005 - 2024**

- Conducted residential and commercial architectural, mechanical, plumbing, and electrical plan reviews.
- Reviewed a wide range of projects, including:
  Non-Residential:
  - New constructions like malls, offices, and restaurants.
  - Tenant improvements for offices, restaurants, stores, warehouses, and more.

  Residential:
  - Single-family dwellings, involving both new constructions and alterations.
  - Multi-family dwellings, including new constructions and alterations.
- Performed over-the-counter plan checks, issued permits, and provided code resource services to customers via counter, email, and telephone inquiries.
- Assisted in training permit technicians and ancillary staff.
- Met with architects and designers before project submittals for review.
- Conducted field inspections as needed.

Plans Examiner I & II, Berryman & Henigar Inc. | Pleasanton, CA **2002 - 2006**

- *2005 - 2006:* Served as Plans Examiner II, conducting part-time residential and commercial architectural, mechanical, plumbing, and electrical plan reviews on an as-needed basis.
- *2002 - 2005:* Functioned as a Plans Examiner, overseeing residential and commercial architectural, mechanical, plumbing, and electrical plan reviews.
- Additional responsibilities included:
  - Provided guidance to designers on code compliance issues.
  - Assisted in training permit technicians and ancillary staff.
  - Addressed customer inquiries regarding plan checks and other matters.
  - Conducted research on code issues as requested by building departments.
  - Collaborated with architects and designers prior to project submissions for review.

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Michael Osborn, PE, LEED AP | Senior Civil Plan Review Engineer

Licenses and Certifications

Registered Civil Engineer | 66022

LEED AP, 2009

Education

Bachelor of Science, Civil Engineering
California Polytechnic University, San Luis Obispo, CA

Caltrans Local Assistance Resident Engineer (RE) Academy

Affiliations

Leadership Santa Barbara County, Board of Directors

Leadership Fresno, Class 31

American Society of Civil Engineers (ASCE)

Michael Osborn is a senior engineer at Provost & Pritchard. With over 20 years of engineering experience, Mr. Osborn has been involved in a variety of public works, residential and commercial development, and educational facility projects. His areas of expertise include site grading design, Americans with Disabilities Act (ADA) site accessibility design and assessment, stormwater management, storm drainage, sanitary sewer systems design, street design, and site development.

Work Experience

Plan Check Engineer, Grading and Drainage Plan Check Services | City of Santa Clara, CA

Mr. Osborn is currently assisting the City of Santa Clara by providing grading and drainage plan check services for various projects in the city. Mr. Osborn has been a primary plan check engineer, reviewing on-site development and associated improvements in the public right-of-way in relation to demolition, grading and drainage. Projects have varied in size from single commercial buildings to multi-family residential to the multi-phased, mixed-use Related Santa Clara project.

City Engineer | City of Mendota, CA

Mr. Osborn is the current City Engineer for the City of Mendota. His responsibilities include management and coordination of the City's state and federally-funded street projects through the Fresno County Council of Governments (FCOB) and Caltrans DLAE and coordination with the City Manager and Public Works Department on infrastructure issues with streets, water, sewer, and storm drain. Mr. Osborn has a significant role in assessing and identifying pavement conditions and storm drain infrastructure issues and needs for the City and putting that knowledge to use in assessing potential flooding issues and coordinating pavement maintenance and street reconstruction.

Project Manager, On-Call City Engineering Services | City of Dinuba, CA

Mr. Osborn provided general civil engineering services to the City of Dinuba, assisting the City's Public Works Department to complete capital improvement projects for 18 months. Projects that were included under this contract ranged from providing civil engineering and land surveying for park facility upgrades, ADA compliance, updating the City's Urban Water Management Plan, development reviews, and grant writing assistance.

Project Engineer, ADA Assessment and Barrier Transition Plan, Community Regional Medical Center | Fresno, CA

Mr. Osborn was the project engineer responsible for completing an ADA compliance site self-evaluation of the Community Regional Medical Center campus. The exterior site-evaluation consisted of the paths of travel from parking stalls to building front doors, and paths of travel between buildings. Upon completion of the evaluation and results report, a Barrier Removal Plan was prepared and included a detailed list of compliance areas that needed to be addressed.

Project Manager, Ongoing Consulting Services, Santa Barbara Community College District | Santa Barbara, CA

Mr. Osborn was responsible for providing ongoing engineering services for the Director of Facilities & Operation and Campus Development. He prepared a pavement assessment of all three campuses within the District, which led to the District's first pavement management plan. In addition, he improved approximately 30,000 square feet of pathways, repaired or resurfaced approximately 10 acres of asphalt pavement, improved the sites of 27,840 square feet or modular buildings, and improved accessible parking and routes of travel around each project. Additional scope of services included mapping existing utilities and improving potable water and sanitary sewer facilities to new buildings. Mr. Osborn also studied slope erosion and prepared "on-call" emergency slope repairs, and provided site grading, paving, utility and storm water management improvements for new building construction as the project civil engineer on several architectural teams.

Michael Williams | Supervising Inspector

Certifications/Licenses

California ICC Certified:
- Building Inspector B5
- California Residential Building Inspector
- California Commercial Building Inspector

Certified in Oregon:
- Oregon OIC-OR Inspector
- Oregon SIA-Structural Inspector A-Level
- Oregon CAS-Residential Structural Inspector

- Linhart Peterson Powers Associates (LP2A) Training Institute – Certificate
- State Of California Safety Assessment Program (CAL OES)

Education

- U.S. Army Air Defense Artillery, Army Ranger School Ranger Indoctrination Program (RIP)
- Diablo Valley College (DVC) courses in Electrical, Plumbing, and Mechanical Codes

Computer Skills

- Permit Plus
- Accela
- Permit Track
- Sweeps

Michael WIlliams possesses over 20 years of experience in inspection services for commericial and residential projects encompassing inspections of building, structural, electrical, plumbing, mechanical, overall life safety standards, IOR projects, local zoning codes, construction documant review, issuing of building permits, as well as over the counter plan review. He is able to interpret and apply pertinent Federal, State, and local laws, codes, and regulations. Michael also has experience in all aspects of the construction industry.

Mr. Williams is highly motivated, hardworking, dependable, punctual, excellent team player with a “can do” attitude. Michael works well with the public, with his colleagues, in a leadership position, or alone, with strong interpersonal skills, high levels of productivity, reliability with excellent work ethic enabling successful interaction with clients, co-workers, and supervisors.

As an ICC Certified Building Inspector, Residential and Commercial Building Inspector, Michael is motivated to continue a career in the building and life safety field, and public service.

Work Experience

Supervising Inspector, TRB and Associates, Inc. **2023 – Present**

- Building Inspector for jurisdictions on an as needed basis responsible for inspecting residential, commercial, and industrial project types from start to finish.
- Communicates compliance elements with clients with solution driven resolve.
- Provides over the counter building plans examination for jurisdictions on an as-needed basis.
- Reviews building plans and related documents for compliance with California Building Codes, agency requirements and policies. Verifies that projects have obtained all necessary approvals; maintains records and prepares final plan sets for approval as needed.
- Project types range from residential alterations to light-gauge structures in commercial buildings.
- Project Manager for Disaster Recovery Operations and Program Development.
- Cal OES SAP Inspector experienced for multiple events.

Project Manager and Building Inspector, Private Consultant, CA./OR.	**2019 - 2023**
Building Inspector, Solano County, Fairfield, CA.	**2011 - 2019**
Consultant/Project Manager, Build Rite Construction, Bay Area, CA	**2009 - 2011**
Building Inspector, Solano County, Fairfield, CA.	**2006 - 2009**
Building Inspector, Private Consultant, Elk Grove, CA.	**2005 - 2006**
Electrical Apprentice/Construction Laborer, Steiny & Co.,Vallejo, CA.	**2000 - 2005**
Sargent, U.S. Army – Fort Drum Watertown, NY.	**1993 - 1998**

Douglas Kreiss | Senior Building Inspector

Certifications/Licenses

- ICC Certified Combination Dwelling Inspector - Uniform Codes
- ICC Certified Residential Combination Inspector
- ICC Certified Commercial Electrical Inspector
- ICC Certified Mechanical Inspector
- ICC Certified Plumbing Inspector UPC
- ICC Certified Mechanical Inspector UMC
- ICC Certified Building Inspector
- ICC Certified Plumbing Inspector
- ICC Certified Electrical Inspector
- ICC Certified Combination Inspector
- ICC Certified Commercial Combination Inspector
- California State Fire Marshal Fire Prevention 1A, 1B, 1C

Education

- University of Illinois, Champaign, IL, M.S.
- University of California, Berkeley, CA, B.A.
- College of Alameda, CA. A.A.

Douglas possesses over 20 years of building industry experience as a Certified Building Inspector. Douglas' extensive knowledge includes a wide variety of project types including all aspects of single and multi-family residential, commercial, and industrial structures. He has in-depth code knowledge as is adept at the practical application of the codes working with public agencies.

Mr. Kreiss most recently served as a Building Inspector for the City of Fremont. In this role, he provided expertise, staff training and interpretation of mechanical installation and inspection in addition to combination inspection duties in special projects. This has provided him with a wealth of building industry experience. Douglas has demonstrated outstanding customer service with the public, contractors and development community.

Douglas is also ICC certified in multiple areas including as a Building Inspector, Combination Dwelling Inspector – Uniform Codes, Plumbing Inspector UPC, Mechanical Inspector UMC, Commercial Combination Inspector, Residential Combination Inspector, Commercial Electrical Inspector, Mechanical, Electrical and Plumbing Inspector. He is also certified as a California State Fire Marshal for Fire Prevention 1A, 1B, and 1C.

Work Experience

Senior Building Inspector, TRB + Associates **01/2021 - Present**

- Senior Building Inspector for jurisdictions on an as needed basis responsible for inspecting residential, commercial, and industrial project types from start to finish.
- Contract Inspector for major projects and jurisdictions on an as needed basis.
- Communicates compliance elements with clients with solution driven resolve.

Building Inspector, City of Fremont **07/2001 - 06/2020**

- Senior Specialist assigned to provide expertise, staff training and interpretation of mechanical installations and inspection in addition to combination inspection duties in special projects.
- Projects included the City of Fremont corporation yard, two story private school buildings, churches, fire stations, multi-story apartment complexes, senior housing project, all seismic upgrades per the City of Fremont ordinance, high tech and hazardous occupancies, restaurants, single family residential projects.
- Duties also included coordination of staff vehicle maintenance and revision of Building Department forms

Combination Building Inspector, City of Fremont **05/2000 - 07/2001**

- High tech, commercial and industrial inspections, including Seagate, AXT HMT, Home Depot REI, City Beach, single family residential.

Combination Building Inspector, City of Pleasanton **09/1999 - 05/2000**

- Single family residential combination inspections and commercial inspections

Combination Building Inspector, Private Consultant **03/1999 - 09/1999**

- Assigned to the City of Dublin and Town of Danville
- Single family and multi-family residential projects

Union Carpenter, Private Consultant **01/1980 - 04/1999**

- Devcon Construction, Tisys Construction, Holvick Construction, Cramer Associates. Supervision, foreman, commercial industrial new construction, tenant improvements, tilt-up, wood and metal stud framing, interior and exterior finish work, cabinets, acoustic ceilings, computer floors, residential rough and finish construction

Sean Burke | Senior Building Inspector

Certifications/Licenses

ICC Certified
Plumbing Inspector
Electrical Inspector
Building Inspector

Professional Affiliations

B.A., Religious Education Minor in Christian Education

Computer Skills

Microsoft Office
Accela Permit Services software

Sean possesses over 24 years of experience in inspection services throughout Northern California encompassing housing inspections, quality control, and combination building code inspections for residential and commercial project types. Sean also has 12 years of experience as an electrician.

Sean's recent experience as a multi-trade inspector for several commercial projects includes helping support the jurisdictions of the County of Sacramento, Town of Loomis, and City of Colfax for both inspections and minor plan review.

As a collaborative leader, Sean provided exceptional leadership skills in managing, supervising, evaluating, and training 22 personnel at one of the busiest permit counters in the region. He has positive working relationships with clients, management, as well as his peers and maintains high levels of productivity and reliability with excellent work ethic to deliver high quality customer service.

Work Experience

Combination Building Inspector, TRB and Associates, Inc. **2022 – Present**

- Building Inspector for jurisdictions on an as needed basis responsible for inspecting residential, commercial, and industrial project types from start to finish.
- Communicates compliance elements with clients with solution driven resolve.

Building Inspector, Private Consultant **2019 – 2021**

- Functioned as a multi-trade inspector for several commercial projects (Placer County's New Coroner's Facility, WellQuest of Granite Bay & Amazon Distribution Facility in Turlock, CA)
- Helped support the jurisdictions of the Town of Loomis and City of Colfax for both inspections and minor plan review.

Permit Services Manager, City of Sacramento **2014 - 2019**

- Managed and oversaw the Building Department Permit Counter.
- Supervised 16 employees permit technicians and building inspectors.
- Supervised six (6) customer service reps assisting in checking in customers and processing payments and plans management.
- Responsible for a variety of complex clerical duties, primarily related to the intake and processing of building permit applications as well as constant communication and coordination with members of the public and City staff.

Building Inspector, City of Sacramento **1998 - 2014**

- Inspected new residential construction and remodels and light commercial tenant improvements.
- Managed facilities permit program, catering to commercial building owners with frequent tenant improvement to expedite their plan submittals and streamline their inspections.
- Supervised three (3) building inspectors assigned to the program.
- Responsible for supervising, evaluating, training, and coordinating the work of building inspectors performing inspection work in all phases of construction, alteration, and repair for compliance to approved plans, specifications, and state and local codes.

Electrician, Private Sector **1987 - 1998**

- Worked as an electrician in various private sectors in Northern California, located in Truckee, Gold River, and Sacramento.

Brian Elder | Senior Building Inspector

Certifications/Licenses

- ICC Certified, Building Inspector
- ICC Certified, California Residential Building Inspector
- ICC Certified, California Commercial Building Inspector
- IAPMO Plumbing Inspector
- IAPMO Mechanical Inspector
- P.O.S.T. PC 832
- California General B CSLB Contractor License # 730875

Brian possesses over 20 years of experience providing inspection services to jurisdictions throughout Northern California. He possess extensive knowledge of the local environment including applicable codes, ordinances, climate and culture. He has inspected projects of all types and sizes and is able to inspect a wide range of residential and commercial projects.

His recent experience includes working as a Combination Building Inspector for a 550,000 sq. ft. Hotel Casino addition at Cache Creek Casino. He has also provided combination inspection services for various jurisdictions including Yolo County, the Cities of Grass Valley, West Sacramento, Sacramento, Vallejo, Winters and Town of Loomis. Brian managed and oversaw the building department and inspectors at the City of Grass Valley. As a licensed general contractor, Brian worked on a tract home construction for Shastan Homes in Chico.

Work Experience

Senior Building Inspector, TRB + Associates **11/2018 – Present**

- Contract inspector for jurisdictions on an as-needed basis responsible for inspecting residential and commercial project types

Combination Building Inspector, Private Consultant **07/2014 – 11/2018**

- Provided combination inspection services for the Cities of West Sacramento, City of Vallejo, City of Sacramento, Town of Loomis, City of winters, Yolo County and Cache Creek Casino
- Projects included single and multifamily residential, commercial, industrial buildings, large tilt up and ten story high rise buildings

Supervising Building Inspector, Private Consultant **11/2013 – 07/2014**

- Performed inspections of commercial, industrial, and residential construction (new, remodels, repairs and replacements) for conformance with applicable codes and ordinances
- Reviewed building plans and supporting material relevant to ensure compliance with various codes, ordinances and policies
- Conferred with city personnel, architects, contractors, and the general public on building code requirements and restrictions
- Reviewed records and reports of inspections for accuracy

Supervising Building Inspector, City of Orland, CA **03/2002 – 11/2013**

- Provided building, electric, plumbing, mechanical, and accessibility inspections for residential and commercial projects
- Performed inspections of all construction phases for compliance with applicable State and City codes and ordinances
- Conferred with city personnel, architects, contractors, and the general public on building code requirements and restrictions
- Verified workmanship and materials during all phases of residential, commercial and industrial construction projects and investigated violations as necessary
- Calculated building valuations and permit fees, collected fees and issued permits
- Verified contractor's licenses, and workers compensation insurance prior to issuing permits

Jacqueline (Jacqui) Powers | Senior Permit Technician

Education

Bachelor of Arts, Chico State University

Licenses/Certifications

NFPA 472 Hazardous Materials Awareness

ICC Certified Plans Examiner *(expired)*

Jacqui Powers brings more than a decade of expertise in the building industry. As a Senior Permit Technician, she excels in navigating building practices and regulatory compliance across federal, state, and local levels. Jacqui is highly proficient in data entry, project coordination, and office administration, enabling her to effectively manage multiple projects while maintaining exceptional customer service standards. This includes her extensive experience in building and life safety for numerous jurisdications throughout California.

Work Experience

Senior Permit Technician, TRB + Associates **2017 - Present**

- Assist with Document Control for various projects
- Contract Permit Coordinator for jurisdictions on an as needed basis.
- Assist clients with questions and inquiries
- Manages the demands of multiple jurisdictions
- Reviews plans for new residential, additions, improvements and light commercial projects.

Plans Examiner | Permit Technician, Bay Area Municipal Consultant **2013 –2017**

- Provided plan review of residential and commercial projects; including additions and tenant improvements.
- Contract Permit Technician for multiple jurisdictions
- Document Control for various high scale commercial and power plant projects.

Event Director | Office Manager, Bay Area Catering **2009 - 2011**

- Managed all aspects of event coordination, including preparing proposals, negotiating contracts, discussing rental upgrade options with clients, developing event timelines, creating menus, collaborating with outside vendors, and arranging rentals.
- Recruited, trained, delegated tasks to, coached, and motivated event staff. Evaluated staff performance. Entered, retrieved, and updated event setup information, and produced event reports using a computerized event management system.

Event Director | Office Manager, East Bay Golf Course **2004 - 2009**

- Served as the "Command Center" for the office, addressing issues and relaying accurate information between sales staff, chefs, employees, and the managing partner. This included details on guest counts, menus, tastings, location, and timing.
- Compiled a monthly binder detailing all events and staff schedules for the managing partner, chef, and sales staff.
- Functioned as the office administrator, handling phone calls, emails, scheduling meetings and conferences, managing transportation and travel arrangements, and processing mail.
- Demonstrated proficiency in Microsoft Office programs (Word, Excel) and various email systems (1and1, Outlook).
- Skilled in QuickBooks for invoicing, billing, payroll, bill payments, and report generation.
- Managed the office schedule for all staff, including front of house and production, and supervised sales staff appointment setting.
- Monitored all accounts payable and receivable, maintained vendor relationships, processed client payments, created budgets, tracked inventory, and completed profit and loss statements.

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Fee Schedule

TRB and Associates offers the following fixed-fee and hourly rate schedules for services provided. Please note that Building Plan Review services are rendered on either a fixed fee or hourly rate basis, as noted below. If additional services are requested such as Building Inspection, Permit Processing, Staff Augmentation and Other services (e.g. MWELO, Civil Plan Review; CASp consulting), those services can be provided on an hourly basis at rates shown in the provided Schedule of Hourly Rates and Reimbursables.

Plan Review Services

Our plan review fees may be calculated as a percentage of the Plan Check Fee collected by the City. The fee compensation shown covers three total plan review cycles – the initial plan review and two rechecks. Any further review cycles which become necessary and reviews of revisions to approved plans would be billed on an hourly basis at the Senior Plan Review Engineer/Architect rate provided in the accompanying Schedule of Hourly Rates and Reimbursables. Please note that the turnaround timeframe for providing expedited and express plan reviews would be negotiated/mutually agreed upon prior to commencement of the review. Please also note that all plan reviews are subject to a minimum $250 fee.

Turnaround Timeframe* (in business days)	Structural Only Review	M/E/P Only Review	MWELO Only Review	Certified Floodplain Manager (CFM) Only Review	Complete Building Review (Structural, Life Safety/Disabled Access, M/E/P, Green, Energy)
Standard Generally, five-to-ten-day turnaround, as mutually agreed upon	50%	50%	70%	70%	70%
Expedited** As negotiated and mutually agreed-upon	Standard fee plus an additional 50 percent	Standard fee plus an additional 50 percent	Standard fee plus an additional 50 percent	Standard fee plus an additional 50 percent	Standard fee plus an additional 50 percent

* For exceptionally large/complex projects, 15-day first check and 10 day rechecks may apply, as mutually agreed upon prior to commencement of review.

** Turnaround timeframe would be mutually agreed upon prior to commencement of work.

*** Note: For other review scope combinations not specifically identified in the above table (e.g. Electrical Only, Mechanical/ Plumbing Only, etc.), the fee compensation would be on an hourly basis.

**** Projects with Calculated Plan Reviews Fees in Excess of $10,000 are eligible for negotiated cost.

Please note that the pickup, shipment, and delivery of hardcopy and/or electronic plan documents and other relevant correspondence to the City is included in the above-noted cost.

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Schedule of Hourly Rates and Reimbursables

The following billing rates apply for services rendered on an hourly basis:

Position	Hourly Rate
Principal	$205.00
Project / Division Manager	$175.00
Building Official	$165.00
Assistant Building Official	$155.00
Supervising Plan Review Engineer/Architect	$165.00
Senior Plan Review Engineer/Architect	$150.00
Senior Plans Examiner (Building & Fire)	$140.00
Plan Review Engineer/Architect	$135.00
Plans Examiner (Building & Fire)	$125.00
Supervising Civil Engineer	$225.00
Senior Civil Engineer	$200.00
Associate Civil Engineer	$180.00
Engineering Technician	$125.00
Permit Technician III	$ 95.00
Permit Technician II	$ 85.00
Permit Technician I	$ 75.00
Clerical/Admin	$ 70.00
Fire Protection Engineer	$225.00
Geotechnical Engineer	$255.00
CASp Certified Inspector/Examiner	$165.00
Grading/Storm Water Plan Review Engineer	$195.00
QSP Storm Water Inspector	$195.00
MWELO Plan Review/Inspection	$195.00
Inspection Task Leader / Inspector of Record	$155.00
Supervising Inspector	$145.00
Senior Inspector III	$135.00
Senior Inspector II	$130.00
Senior Inspector I	$125.00
Inspector II	$120.00
Inspector I	$110.00

- Overtime, Emergency, Expedited, and After-hours work is billed at the above-noted rates plus an additional 50 percent (Note that no overtime will be charged without client authorization). Please note that for any Emergency Call Outs, a minimum 8-hour fee applies.
- Project inspections subject to prevailing wage requirements are at the above-published rates plus 30 percent.
- All requested inspection and other staff-augmentation services are subject to a minimum 4-hour fee.
- Reimbursement for direct expenses incurred in connection with the work, will be at cost plus 15 percent.
- Reimbursement for non-City vehicles used in connection with the work will be at the current IRS rate plus 20 percent per mile.
- Other in-house charges for prints, reproductions and equipment use, etc. will be at standard company rates.

The above Schedule is valid through June 30, 2026 and may be adjusted thereafter to account for CPI changes, as mutually agreed upon.

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Litigation Claims Statement

To confirm, TRB does not have any litigation or claims threatened, pending, or filed, or filed then settled, in the past five years, or for the life of the firm.

Project Completions Statement

Also to confirm, TRB does not have any projects where it failed to complete any work awarded in the past five years, or for the life of the firm.

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Financial Stability

To confirm, TRB has experienced continued growth in its nearly 20 years in business, is in sound financial standing, and has a firm footing in the municipal consulting industry.

- Of note, TRB has successfully provided Community Development Department Support Services to the City of Benicia since 2007

Also to confirm, if selected, TRB is prepared to provide financial statements for the last 3 fiscal years if requested.

City Insurance Requirements Verification

As evidence of our firm's ability to meet the City of Benicia's insurance requirements as described in the Professional Services Agreement, a copy of our Certificate of Liability Insurance which is currently on file with the City of Benicia is included on the following page. To confirm, all requested coverage types and amounts are accounted for on our current and upcoming renewal certification [Please note, total Auto Liability Coverage totals $3 million, given Umbrella Liability Policy of $2 million in concert with $1 million Auto Liability Policy]

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/06/2024

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	CONTACT NAME: David Saechao-RM
The Liberty Company Insurance Brokers Lic #0D79653 5955 De Soto Ave, Ste 250 Woodland Hills CA 91367	PHONE (A/C, No, Ext): (888) 918-3960 FAX (A/C, No): E-MAIL ADDRESS: David.Saechao@libertycompany.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : Valley Forge Ins Co	20508
INSURER C : Transportation Insurance Co	20494
INSURER D : Chubb National Insurance Company	10052
INSURER E : U. S. Specialty Insurance Co.	29599
INSURER F :	

INSURED: TRB AND ASSOCIATES, 3180 CROW CANYON PL #216, SAN RAMON CA 94583

COVERAGES — CERTIFICATE NUMBER: CL2411541740 — 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER: Cyber			2097186534	11/10/2024	11/10/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Each occur/aggregate	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO X OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			7013446068	11/10/2024	11/10/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $ 5,000
C	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			7036238862	11/10/2024	11/10/2025	EACH OCCURRENCE AGGREGATE	$ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		71815616	12/18/2024	12/18/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Professional Liability			USS2435165	11/10/2024	11/10/2025	Each claim Aggregate Retention	2,000,000 2,000,000 25,000

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

Re: Proof of Insurance

CERTIFICATE HOLDER: TRB and Associates, Todd Bailey, 3180 Crow Canyon Place,Ste 216, San Ramon CA 94583

CANCELLATION: 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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Relevant Project Experience

TRB staff members have extensive experience providing plan review, building inspection, permitting and other Building Safety and Public Works support activities to municipal agencies. To help demonstrate our depth of knowledge, please find the following large projects profiled for your reference. Please note that additional project experience information and references follow the profiled projects.

RELATED Santa Clara Mixed Use Project | Agency: City of Santa Clara, CA

Valuation: $9 billion
Completion Date: Pending
Project address/location: Santa Clara, CA
Project contact person: City of Santa Clara; David Tran SE, Asst. CBO, (408) 615-2436
Scope of work: Combination Code Compliance Plan Review, including Grading & Drainage
Highlighted Key Team Members: Todd Bailey, Dan McLaughlin, Paul Armstrong, Dominic Ma, Karin Kuffel, Jim Johnson.

TRB was selected by the City of Santa Clara to provide Life Safety, Disabled Access, Structural MEP, Energy, Green Building, Civil, Stormwater, and Grading construction code compliance services, including Alternate Material and Methods support for Phase One of the Related Santa Clara multi-phased, mixed-use project.

The project at projected full build out (ie all phases) consists of 9.2 million square feet of mixed-use development with commercial office, retail / entertainment including a food market, 1,680 residential units, 700 hotel rooms, parking facilities, new open space, and roads, new / upgraded / expanded infrastructure and utilities, and approximately 5 million square feet of corporate office space. The first phase of the project comprises an 850,000 sf garage with 2 high rise towers, 1 mid-rise building, and multiple low rise structures located above (podium construction).

Hollywood Burbank Airport Replacement Passenger Terminal Project | City of Burbank, CA

Valuation: $700 million
Completion Date: In Progress
Project address/location: Burbank, CA
Project contact person: City of Burbank, Mario Osuna, PE, Building Official, (818) 238-5241
Scope of Services Provided: Combination Code Compliance Plan Review, including Grading & Drainage, MWELO, Traffic Engineering
Highlighted Key Team Members: Todd Bailey, Dan McLaughlin, Paul Armstrong, Dominic Ma, Karin Kuffel, Jim Johnson, Jeff Brooks, Michael Osborn, Jim Begley, Chris Rose

TRB was selected by the City of Burbank to provide Life Safety, Disabled Access, Structural, MEP, Energy, Green Building, Low-Impact Development (LID), Civil, Grading, and Geotechnical code compliance services and Alternate Materials and Methods Request (AMMR) support for the Replacement Passenger Terminal (RPT) project at Hollywood Burbank Airport. Plan review will also include any post permit modifications on an expedited basis. Our team participates in monthly project team meetings and meetings to discuss specific topics (i.e. AMMR, plan check submittal walkthroughs, and plan check comment questions) set up by the design team and City.

This project is using a progressive design-build approach for permitting and construction. The scope of the project includes: a new 355,000 SF, 14-gate passenger terminal building (which will replace the current terminal building), new on-airport publicly accessible roads to include a primary entrance road, loop road, recirculation road and also a secondary access road, as well as airport service vehicle roads, and dedicated facility access roads; a new 6-Level, 700,000 SF public parking structure and an employee-only surface lot; new aircraft apron between building and active taxiway; and a newly constructed ancillary building to replace existing airline cargo and ground service equipment/terminal maintenance buildings.

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Dual Tower 26-Story and 8-Story Mixed-Use Buildings | Agency: City of Oakland, CA

Valuation: $200 million
Completion Date: In Progress
Project address/location: Oakland, CA
Project contact person: Alain Placido SE | Supervising Civil Engineer
Scope of Services Provided: Combination Code Compliance Plan Review, Including Grading
Highlighted Key Team Members: Todd Bailey, Dan McLaughlin, Dominic Ma, Karin Kuffel, Jim Johnson

TRB provided Life Safety, Disabled Access, Structural, MEP, Energy, and Green Building code compliance services Code Compliance and Grading Plan Review for a 26-Story Type 1 podium tower with 270 market rate apartment units and accompanying 8-story mid-rise 90 unit affordable apartment building. Both buildings sit on a concrete podium. The podium includes 1 level above and 2 levels below grade, containing parking at all levels and community and retail functions at grade. Occupancy Groups: A, B, F-1, R-2, S-1, S-2.; Type of Construction: I-A; Number of Stories: 26 Building 1, 8 stories Building 2.

UC Davis Health – Aggie Square Mixed-Use Project | Agency: UC Davis Health

Valuation: $1.3 billion
Completion Date: In Progress
Project address/location: Sacramento, CA
Project contact person: UC Davis Health; Paul Menard RA, Building Official, (916) 734-7416
Scope of work: Fire Life Safety, Disabled Access, MEP Code Compliance Plan Review, Grading
Highlighted Key Team Members: Todd Bailey, Dan McLaughlin, Paul Armstrong, Dominic Ma, Jim Johnson, Jeff Brooks, Jim Begley

TRB was selected to provide Building and Fire and Grading Plan Review Services for the Aggie Square Project expansion of the UC Davis Medical Center from 3.5 to 6.2 million sf. The project consists of three high-rise towers and a separate mixed-use building (1.2 million s.f. portion). This multi-phase project includes research, laboratory, housing, and commercial components.

Sacramento Convention Center Expansion & Renovation | Agency: City of Sacramento, CA

Valuation: $240 million
Completion Date: 2021
Project address/location: Sacramento, CA
Project contact person: City of Sacramento; Daniel Valencia PE, Sr. Engineer (916) 808-7877
Scope of work: Combination Code Compliance Plan Review
Highlighted Key Team Members: Todd Bailey, Dan McLaughlin, Dominic Ma, Karin Kuffel, Jim Johnson, Jim Begley

TRB was selected to provide combination Plan Review for the large-scale and high-profile expansion (245,000 s.f.) and renovation (200,000 s.f.) of the Town's convention center facility. TRB reviewed the project for adherence to adopted building standards codes in Life Safety, Structural, MEP, Accessibility disciplines. TRB's scope of work included regularly scheduled telecommunication meetings to ensure schedule alignment. In addition, our firm was engaged in the evaluation of Alternate Materials and Methods requests to address several performance-based design elements on the project. Our review included assessment of a fire modeling study presented as part of the performance-based design consideration.

The Veranda Shopping Center | Agency: City of Concord, CA

Valuation: $75 million
Completion Date: 2019
Project address/location: Concord, CA
Project contact person: City of Concord; Ryan Pursely, PE CBO, Building Official, (925) 671-3173
Scope of work: Combination Code Compliance Plan Review and Inspector of Record
Highlighted Key Team Members: Todd Bailey, Dan McLaughlin, Dominic Ma

TRB provided comprehensive Plan review and Inspection services on the construction of this 6-anchor store shopping center which encompassed core and shell; assembly, retail, and business use tenant improvements. The project includes 12 buildings of various building types (concrete tilt-up, masonry, steel frame, and wood frame construction) having a combined area of 375,000 s.f.

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Plan Review Experience

The following is a partial list of plan review projects worked on by our staff members. The project valuation for all below-referenced projects ranges from $1 million to over $1 billion.

Mixed Use

- Mixed-use Residential/Retail/Parking Garage (230,000 s.f.), Los Altos, CA
- New 39-Story High Rise Building, $110 million, 916 Broadway, Oakland, CA
- Santa Clara Square Project, $200 million, Santa Clara, CA
- Mixed-use Residential/Office, 630 I Street, Sacramento, CA
- Inglewood NFL Stadium, $1 billion, Inglewood, CA
- Agora Mixed Use Building, 1500 Newell Avenue, Walnut Creek, CA
- Anaheim Regional Transportation Center, Anaheim, CA

Government / Civic

- Packard Foundation Project, Los Altos, CA
- Veteran's Administration, Menlo Park Campus
- Sacramento Convention Center Expansion, $240 million, Sacramento, CA
- Anaheim Convention Center Expansion, Anaheim, CA
- Fire Station Remodel & Addition (12,000 s.f.), County of Marin, CA
- Performing Arts Center, County of Marin, CA
- Sonoma Academy School (99,000 sf), Santa Rosa, CA

Residential / Residential Care Facilities

- The Terraces Phase II (Res. Care Facility), Los Altos, CA
- Atria Senior Living (Residential Care Facility), Walnut Creek, CA
- Campus Crest Apartment Complex (240,000 s.f.), Sacramento, CA
- Brio Apartments, Walnut Creek, CA
- Arroyo Apartments, Walnut Creek, CA
- Valley Vista Senior Housing Complex (Res. Care Facility), San Ramon, CA

Biotechnology / Healthcare

- UC Davis Health System, Aggie Square Project, $1.3 billion, Sacramento, CA
- Kaiser Medical Office Building 2, $100 million, Redwood City, CA
- UC Davis Heath System, Midtown Clinic (100,000 s.f., I2.1 & B occs), Sacramento, CA
- Varian Inc. New Medical Research Facility (44,000 s.f.), Walnut Creek, CA
- Marin Health Campus - Buildings A-E, County of Marin, CA
- Children's Hospital TI, $37 million, Walnut Creek, CA

Commercial

- Macys Major Renovation & Addition, Walnut Creek, CA
- Major Office Remodel (Three 40,000 s.f. buildings), Pleasant Hill, CA
- Organic Material Composting Facility, $120 million, San Leandro, CA
- Santa Clara Bay Aquarium Learning Center, $42 million, Santa Clara, CA
- New Charles Schwab Building, 1231 S. California Blvd, Walnut Creek, CA
- New 6 Story Tech Campus Building, San Leandro, CA

Industrial and Power Plant Cogeneration Facilities

- Lodi Energy Center Project (300 MW), Lodi, CA
- Russell City Energy Center Project (560 MW), Hayward, CA
- Almond 2 Power Plant (300 MW), Ceres, CA
- Walnut Creek Energy Park (500 MW), Industry, CA
- SPG Solar Depot Park, Photovoltaic Array (2.1 MW), Sacramento, CA
- Shiloh Wind Farm (150 MW, 100 Turbines), Solano County

Inspection / Code Enforcement / Building Department Administration Experience

The following is a partial list of Inspection and Administrative assignments worked on by our staff members:

- **Building Official:**
  County of San Mateo, City of Concord, City of Oakley, California Energy Commission, City of Coronado, City of Signal Hill, City of Whittier, City of El Cerrito
- **Inspection:**
  City of Los Altos, City of Palo Alto, City of Sacramento, City of Vacaville, City of Richmond, City of Concord, County of Butte, City of Fairfield, City of San Ramon, City of Dixon, Town of Danville, City of El Cerrito, City of Oakley, County of San Mateo
- **Code Enforcement and Multifamily Inspection:**
  City of Petaluma, County of Solano, City of Concord, City of Antioch, City of Benicia
- **Permit Technician:**
  City of Los Altos, City of Santa Clara, City of Sacramento, County of San Mateo, City of Redwood City, City of Vallejo, City of Concord, City of Palo Alto
- **Delegate CBO Services: California Energy Commission:**
  Lodi Energy Center Project, Lodi, CA, Almond 2 Power Plant, Ceres, CA, Russell City Energy Center Project, Hayward, CA

Civil Engineering / Grading / MWELO Plan Review & Inspection Support Experience

TRB's experience providing Civil Engineering Plan Review and Inspection includes the following agencies:

- **City of Benicia**
- City of Santa Clara
- City of Burbank
- County of San Mateo
- City of Oakland
- City of Los Altos

Representative Client List

TRB staff members have extensive experience working with public agencies in California. The following is a partial list of Northern California local and State agencies served by our staff members.

LOCAL AGENCIES – NORTHERN CALIFORNIA		
City of Concord	City of Benicia	City of Richmond
City of Palo Alto	City of Redwood City	City of Sunnyvale
City of San Jose	City of Millbrae	City of San Leandro
City of Daly City	City of Burlingame	City of Walnut Creek
City of Sacramento	City of Lathrop	City of Fairfield
City of Roseville	City of Davis	County of Butte
City of Pleasanton	City of Dublin	County of Placer
City of Brentwood	City of Santa Clara	County of Sacramento
City of Pleasant Hill	City of Pinole	County of Marin
City of Hayward	City of Los Altos	County of San Mateo
City of El Cerrito	City of Martinez	County of Sonoma
STATE AGENCIES		
California Energy Commission	Division of the State Architect	Judicial Council of California
HCAi/OSHPD	UC Davis Health	UC Berkeley

Docusign Envelope ID: 08ABBCCD-8D03-4448-8FC6-8BAFB46AF1D5

Agreement Requirements

To confirm, TRB has reviewed and agrees to sign City's Professional Services Agreement substantially similar to the form of Professional Services Agreement attached to the RFP. Also to confirm, upon contract award, TRB will register with the City's digital insurance tracking platform.

Forms

TRB's completed Proposal Authorization Form (Exhibit D) is included on the following page.

Docusign Envelope ID: 08ABBCCD-8D03-4448-8FC6-8BAFB46AF1D5

Exhibit D

PROPOSAL AUTHORIZATION

NAME OF RESPONDENT TRB and Associates, Inc.

1. The above-named Respondent is a Respondent to the Request for Qualifications / Request for Proposals of the City of Benicia for professional services to prepare [On-Call Development Engineering Services - Staff Augmentation] and possesses the legal authority to submit this Proposal.

2. The undersigned is authorized to conduct all negotiations for and legally bind the Respondent in all matters relating to this Proposal submittal.

3. The undersigned has reviewed, understands, is able to comply with and agrees to be bound by the General Conditions Governing the RFP described in Section 7 of the RFP.

4. The undersigned grants the City a right to conduct reference checks and reasonable investigation of all information provided by Respondent.

5. The undersigned certifies that this Proposal is irrevocable until 120 days after its submission date.

Signature: _____

Print Name: Todd Bailey

Title: President and Secretary

Date: May 12, 2025

AGENDA ITEM
CITY COUNCIL MEETING DATE – JULY 1, 2025
CONSENT CALENDAR

TO : City Manager

FROM : Assistant City Manager

SUBJECT : **TEMPORARY RELIEF OF THE SOUND AMPLIFICATION REGULATIONS FOR AN EVENT AT LUCCA'S BAR AND GRILL, 439 FIRST STREET, ON SUNDAY, JULY 27, 2025**

EXECUTIVE SUMMARY:

The Noise Ordinance (Benicia Municipal Code (BMC) Chapter 8.20) regulates noise citywide, including the permitted hours and noise levels for sound amplification. The purpose of this agenda item is to grant temporary relief from the sound amplification regulations for an event to be held at Lucca's Bar and Grill (439 First Street) on July 27, 2025, allowing sound amplification for commercial use to occur until 9:30 pm at 80 decibels (dBs).

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) granting temporary relief from the sound amplification regulations of BMC Section 8.20.080.

BUDGET INFORMATION:

The requested action would not have any direct budgetary impact.

BACKGROUND:

The Noise Ordinance allows the use of sound amplification and regulates noise levels based on the location and hours of use. For commercial districts and along First Street, the maximum amplified sound level is 80 dBs between 9:00 am and 8:00 pm Monday through Saturday, and with a use permit, 75 dBs between 8:00 pm and 9:30 pm Monday through Thursday and 80 dBs on Friday and Saturday. On Sunday, sound amplification can occur until 6:00 pm. The ordinance does not offer an option to grant a temporary use permit or use permit for extended hours. The City Council may grant temporary relief of the sound amplification regulations pursuant to BMC Section 8.20.210.

Lucca's Bar and Grill plans to host the Memorial Show for Steve Evans on Sunday, July 27, 2025. The memorial show will include performances by fellow musicians and friends of Steve, celebrating his life and contributions to music. The requested action would grant the business temporary relief from the Noise Ordinance on Sunday, July 27, 2025

to allow sound amplification up to 80 dBs, from 9:00 am to 9:30 pm. The limited duration of this request and the modest extension of hours would not endanger the health, safety, or welfare of residents in the City.

NEXT STEPS:
If approved, temporary relief from the sound amplification regulations of BMC Section 8.20.080 will be granted.

ALTERNATIVE ACTIONS:
The Council may decline to grant temporary relief or may provide alternate direction.

CEQA Analysis	The proposed temporary relief is exempt from CEQA pursuant to the General Rule, Section 15061(3), as it grants a minimal extension from existing established standards for a single day and otherwise requires compliance will all other applicable provisions of the Noise Ordinance and therefore it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

ATTACHMENT:
1. Resolution – Temporary Relief from Sound Amplification Regulations

For more information contact: Suzanne Thorsen, Assistant City Manager
Phone: (707) 746-4280
E-mail: SThorsen@ci.benicia.ca.us

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA GRANTING TEMPORARY RELIEF OF THE SOUND AMPLIFICATION USE REGULATIONS SECTION 8.20.080 BMC FOR AN EVENT HELD AT LUCCA'S BAR AND GRILL ON SUNDAY, JULY 27, 2025

WHEREAS, the Noise Ordinance (Chapter 8.20) regulates noise citywide, including the permitted hours and noise levels for sound amplification; and

WHEREAS, the maximum amplified sound level in Commercial districts and on First Street is 80 decibels (dBs) between 9:00 am and 8:00 pm Monday through Saturday, and with a use permit 75 dBs between 8:00 pm and 9:30 pm Monday through Thursday and 80 dBs on Friday and Saturday; and

WHEREAS, sound amplification on Sundays is limited to 6:00 pm; and

WHEREAS, the City Council may, pursuant to BMC Section 8.20.210, grant temporary relief from the noise regulations for specified duration; and

WHEREAS, the granting of temporary relief would not endanger the health, welfare or safety of the residents of the city, as it would be limited to one business for a limited duration during the evening of July 27, 2025; and

WHEREAS, the proposed temporary relief is exempt from CEQA pursuant to the General Rule, Section 15061(3), as it grants a minimal extension from existing established standards for a single day and otherwise requires compliance will all other applicable provisions of the Noise Ordinance and therefore it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby grant temporary relief from the sound amplification use regulations of BMC Section 8.20.080 to Lucca's Bar and Grill for one (1) day on July 27, 2025 as follows:

Maximum Amplified Sound Levels (dB)

Noise Zone	**9:00 a.m. – 9:30 p.m.**
Commercial (all) and First Street (439 First Street only)	80

BE IT FURTHER RESOLVED that all other applicable provisions of the Noise Ordinance Chapter 8.20 BMC shall remain in full force and effect.

*****

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 1st day of July, 2025 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

AGENDA ITEM
CITY COUNCIL MEETING DATE – JULY 1, 2025
CONSENT CALENDAR

TO : City Manager

FROM : Public Works Director

SUBJECT : **INITIATE PROCEEDINGS FOR THE FORMATION OF THE BENICIA CITYWIDE PARKS, LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT FOR FISCAL YEAR 2026/27**

EXECUTIVE SUMMARY:

The City of Benicia is initiating proceedings to form a Citywide Parks, Landscape and Lighting District (District), which would consist of one zone that would incorporate the entire City. Private properties within the zone would be assessed annually to pay the cost to maintain parks, landscaping along street rights-of-way, maintenance of open space areas and maintenance and energy costs of streetlights. Staff is recommending Council initiate proceedings for the formation of a Citywide District, which would replace the current five zone District.

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) Initiating Proceedings for the Levy and Collection of Assessments for the City of Benicia Parks, Landscape and Lighting District, Fiscal Year (FY) 2026-27.

BUDGET INFORMATION:

There are no budget costs to Initiate Proceedings for the formation of a District, except for consultant costs, which are already budgeted.

BACKGROUND:

Currently, only some properties contribute through an outdated assessment district. This District consists of five zones, one of which consists of residential areas established in 1989 and lacks an annual inflation adjustment factor. As a result, funding has not kept pace with rising costs for materials, utilities, labor, and other essential services, making it increasingly difficult to maintain the level of service the community expects. The District also only funds five out of the 28 parks. To ensure consistent, reliable funding, the City is proposing a new citywide assessment to replace the current system, ensuring all property owners contribute fairly. This would create a more equitable funding approach, where everyone receiving a special benefit from Benicia's parks and landscaping pays an assessment.

At the December 3, 2023, City Council meeting, Council directed staff to pursue a Citywide assessment ballot measure.

On June 18, 2024, City Council adopted the Parks, Trails and Open Space Master Plan, which identified the need for additional funding.

The formation of a Parks, Landscape and Lighting Assessment District is governed by Proposition 218, which requires approval through a ballot proceeding by property owners (not registered voters). This process is established by the Landscaping and Lighting Act of 1972 (California Streets and Highways Code Division 15, Part 2) and Government Code Sections 53750–53754. This process ensures transparency and gives property owners a direct say in whether a new landscape and lighting assessment should be levied to fund installation, ongoing maintenance, and servicing of public improvements citywide. To form the Benicia Citywide Parks, Landscape and Lighting Assessment District, the City must follow the steps outlined below:

1. Initiate Proceedings

The process begins with the adoption of a resolution to initiate proceedings and direct the preparation of an Engineer's Report (tonight's action). The Engineer's Report will define the proposed improvements, the boundaries of the District, the estimated costs, the method of assessment, and the assessment diagram.

2. Preliminarily Approval of Engineer's Report and Set Public Hearing

Once completed, the Engineer's Report will be presented to the City Council for preliminary approval. At that time, the Council will also adopt a resolution setting the date for a public hearing (proposed for July 15, 2025). This action allows the City to proceed with formal noticing and the ballot process.

3. Mail Ballots and Public Hearing Notice

In accordance with Proposition 218, ballots and a formal notice of the public hearing will be mailed to all affected property owners (proposed on or around August 1, 2025). This timeline ensures compliance with the legal requirement to provide a minimum of 45 days' notice prior to the public hearing (proposed for October 10, 2015). Property owners may return their ballots by mail or in person at any time up to the close of the public hearing. Each ballot is weighted based on the amount of the proposed assessment for the corresponding parcel.

4. Conduct Public Hearing and Tabulate Ballots

The public hearing will be held to receive comments from property owners. After public comment, the Council will direct the City Clerk to tabulate ballots in a public and transparent manner. To allow time for this process, the Council's final action following the tabulation process will be continued to a future Council meeting (proposed for October 21, 2025).

5. Announce Results and Finalize District

At the future Council meeting, the City Clerk will present the ballot tabulation results. Under Proposition 218, approval is determined by a majority of weighted ballots received, meaning that each vote is counted in proportion to the assessment amount

assigned to each parcel. If the majority is in favor, the Council may adopt a final resolution to approve the Engineer's Report, confirm the assessment diagram, and authorize the levy of assessments.

The current survey phase, which is gathering input on property owner priorities and helping raise awareness about the upcoming measure, is underway.

NEXT STEPS:
The next step will be to Initiate Ballot Proceedings and approve the Engineer's Report at the July 15, 2025, Council meeting.

ALTERNATIVE ACTIONS:
If the ballot proceedings are not initiated and the Engineer's Report not approved, then the City will not be able to move forward with the formation of a Citywide District.

CEQA Analysis	Landscaping and Lighting District assessments are exempt from the California Environmental Quality Act (CEQA) under Guidelines Selection 15378 (b) (4), because government fiscal activities, which do not involve any commitment to any specific project, which may result in a potentially significant physical impact on the environment is not considered a project.

ATTACHMENT:
1. Resolution - Intent to Initiate Proceedings

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 INITIATING PROCEEDINGS FOR THE FORMATION OF THE BENICIA CITYWIDE PARKS, LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT FOR FISCAL YEAR 2026/27

WHEREAS, the City of Benicia ("City") desires to initiate proceedings for a Citywide Parks, Landscape and Lighting Assessment District (District) pursuant to the Landscaping and Lighting Act of 1972 (the "Act"), Division 15, Part 2, Chapter 2, Sections 22585 et. seq. of the California Streets and Highways Code, for the installation, maintenance, and servicing of landscaping and other improvements; and

WHEREAS, the City Council determines that all real property within the incorporated limits of the City will receive special benefit from the installation, maintenance, and servicing of said improvements, over and above any general benefit conferred on the public at large; and

WHEREAS, Section 22585 of the Act provides that the formation of a landscape and lighting assessment district shall be initiated by resolution; and

WHEREAS, Article XIIID, Section 4 of the California Constitution requires that written notice and ballots be provided to the record owners of each identified parcel within the proposed District, and the City intends to comply with all applicable procedural and substantive requirements.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City hereby proposes the formation of a Parks, Landscape and Lighting Assessment District pursuant to the Act. The City reserves the right to rescind this proposal at any time prior to the mailing of the ballots.

2. The purpose of the District shall be to install, maintain, and service those improvements described in Section 4 below.

3. The new District proposed in this resolution is hereby given the distinctive designation of the "Parks, Landscape and Lighting Assessment District," which is proposed to include all real property located within the incorporated boundaries of the City, excluding public rights-of-way and any parcels that may be otherwise exempt from assessment, subject to analysis and confirmation in the Engineer's Report.

4. It is proposed that the District undertake the installation, maintenance and servicing of public areas and public facilities, including, but not limited to, landscaping, sprinkler systems, park grounds, park facilities, landscape

corridors, ground cover, shrubs and trees, street frontages, playground equipment and hardcourt areas, community centers, drainage systems, lighting, fencing, entry monuments, basketball courts, tennis courts, other recreational facilities, graffiti removal and repainting, and labor, materials, supplies, utilities and equipment, as applicable, for property owned and/or maintained by the City.

a. “Installation” means the construction of recreational or landscape improvements, including, but not limited to, land preparation (such as grading, leveling, cutting and filling), sod, landscaping, irrigation systems, sidewalks and drainage, lighting, playground equipment, play courts, recreational facilities, and public restrooms.

b. “Maintenance” means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of said improvements, including: (a) repair, removal, or replacement of all or part of any improvement; (b) providing for the life, growth, health and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury; (c) the removal of trimmings, rubbish, debris, and other solid waste; and (d) the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

c. “Servicing” means the furnishing of: (a) electric current or energy, gas, or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements; and (b) water for the irrigation of any landscaping, the operation of any fountains or water features, or the maintenance of any other improvements.

5. SCI Consulting Group is hereby designated as Engineer of Work for purposes of these proceedings and is hereby ordered to prepare an Engineer's Report in accordance with Article 4 of Chapter 1 of the Act and Article XIIID of the California Constitution. The Engineer’s Report shall include a description of the improvements, the boundaries of the proposed Assessment District, the estimated costs, the proposed method of assessment, and the assessment diagram. Upon completion, the Engineer shall file the Engineer's Report with the City Clerk for submission to the City Council.

*****

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 1st day of July 2025 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

AGENDA ITEM
CITY COUNCIL MEETING DATE – JULY 1, 2025
BUSINESS ITEMS

TO : City Manager

FROM : Deputy City Manager

SUBJECT : **ADOPTION OF WORK PLAN FOR FISCAL YEAR 2025-26**

EXECUTIVE SUMMARY:

The City Council held a Goal Setting Workshop on February 21, 2025, to discuss and set its priorities for the next fiscal year, July 1, 2025– June 30, 2026 (FY 2025-26).

RECOMMENDATION:

Adopt, by minute order only, the City Council's Work Plan for FY 2025-26 (Attachment 1) and direct staff to provide regular progress updates.

BUDGET INFORMATION:

There is no impact on the budget at this time. These projects are included in the FY 25-26 Budget. Any budget impact associated with the priority projects included in the work plan will be described at the time each priority project is approved by Council at future meetings.

BACKGROUND:

Five-Year Strategic Plan for 2024-2028

In the fall of 2023, the City began the process of updating its Strategic Plan, and developing a Resiliency Plan, which provides a roadmap for the organization's next five years of work and identify the City's key priorities. On June 18, 2024, the City Council adopted the City's Five-Year Strategic Plan (Plan) for 2024-2028 (Attachment 2) which includes updated mission, vision, values, and strategic goals. This Plan incorporates the feedback provided by the public and City Council at previous meetings, as well as feedback from the Executive Management Team. This Plan will serve as the City's guidepost as it continues to face fiscal uncertainty and work toward implementing the Pathway to Resilience, a three-part plan: (1) Reduce Expenses, (2) Increase Local Revenue (taxes) and (3) Grow the City's Tax Base through New Development.

Annual Work Plan for FY 2025-26

The annual workplan is comprised of unique projects that City staff will work on, and invest additional resources in, that are outside of normal business operations, and do not occur on a routine or yearly basis. In 2024, the City Manager institutionalized holding the Annual Work Plan Review Workshop on the third or fourth Friday of the month, whichever day City Hall is open.

In 2025, the Annual Work Plan Review Workshop was held over the course of two days. At the February 18, 2025 City Council meeting, Council and staff reviewed the FY 24-25 Work Plan to recognize the accomplishments of completed projects, and discussed status updates of projects that would continue into the FY 25-26 Work Plan.

On February 21, 2025, Council along with staff, held day 2 of the Annual Work Plan Review Workshop at the Clock Tower to review the City's Resiliency Plan, discuss the Parking Lot items from the previous workshop that staff committed to discussing in 2025, staff recommended projects, and established a set of parking lot items for 2026.

After the workshop, the Executive Management Team (EMT) held a 1-day planning workshop on March 7th for the purposes of team building and identifying a new approach for showcasing and prioritizing the City Council's Annual Work Plan. The EMT worked diligently to develop such a plan and showcase the work plan with more detail and timelines for each phase of each project.

Then, on April 16th, in a press release Valero announced notice to the California Energy Commission that it would "idle, restructure, or cease refining operations at Valero's Benicia Refinery by the end of April 2026."[1] As the City's largest contributor in both revenue and jobs, responding to this announcement has become City staff's top priority.

Given the potential magnitude of this announcement's impact on the City of Benicia, staff have identified two top priorities for the upcoming fiscal year:

1. **The City's response to the Valero announcement.** This includes a wide variety of tasks including examples such as: participating in key stakeholder meetings, conducting fiscal and economic analyses of potential impacts, responding to development inquiries for the Valero-owned site, among others. Addressing these issues will require cross-departmental coordination and sustained attention.

2. **Priority Based Budgeting.** At the June 3, 2025, City Council meeting, City Council approved a contract with Priority Based Budgeting which staff will implement between July 2025 to March 2026 with the goal of having actionable data and decision-making options before the Council in April of 2026.

Therefore, the Work Plan for FY25-26 differs from previous years. Staff have adopted a tiered approach to organizing and implementing the City Council's priorities. The two items listed above are top priorities and will guide the work of all departments. Remaining Council-identified projects will be addressed based on available staff capacity and prioritized accordingly throughout the year.

Based on this, and staff's review of what is feasible to be accomplished within current capacity and budget constraints, the following projects have been added to the list to be revisited and discussed at the 2026 Goal Setting Workshop.

[1] See Valero press release at https://investorvalero.com/news/news-details/2025/Valero-Announces-Notice-to-the-California-Energy-Commission-Regarding-its-Benicia-California-Refinery/default.aspx

Items to be discussed at 2026 Goal Setting Workshop:

- Amend Tree Removal Policy
- Southern Pacific Depot, Settlement Funds, and First Street Green
- Renegotiate Port Lease
- Parking (AB 413, East E St Lot, Improve/Increase parking downtown)
- City website update
- Citywide sidewalk repair incentive program
- Community aquatics complex
- Multi-Sport complex
- Preserving historic First Street
- Visitor restroom program
- Wayfinding on First Street

Based on Council direction at the Annual Goal Setting Workshop in February, and subsequent Council direction based on the Valero announcement, the City Council established a list of 25 priority projects which directly support each of the City's five (5) strategic goals. Staff will use this Work Plan to guide the City's work over the next year.

NEXT STEPS:
City Staff across all departments will carry out the Work Plan. In the fall, the City Manager's Office will conduct a progress update on the current work plan, and review Council suggestions for the next work plan annually in February 2026.

CEQA Analysis	This report is exempt from CEQA under Section 15061(b)(3) the "general rule" exemption, which states that where it can be seen with certainty that there is no environment, the activity is exempt from CEQA.

ATTACHMENTS:

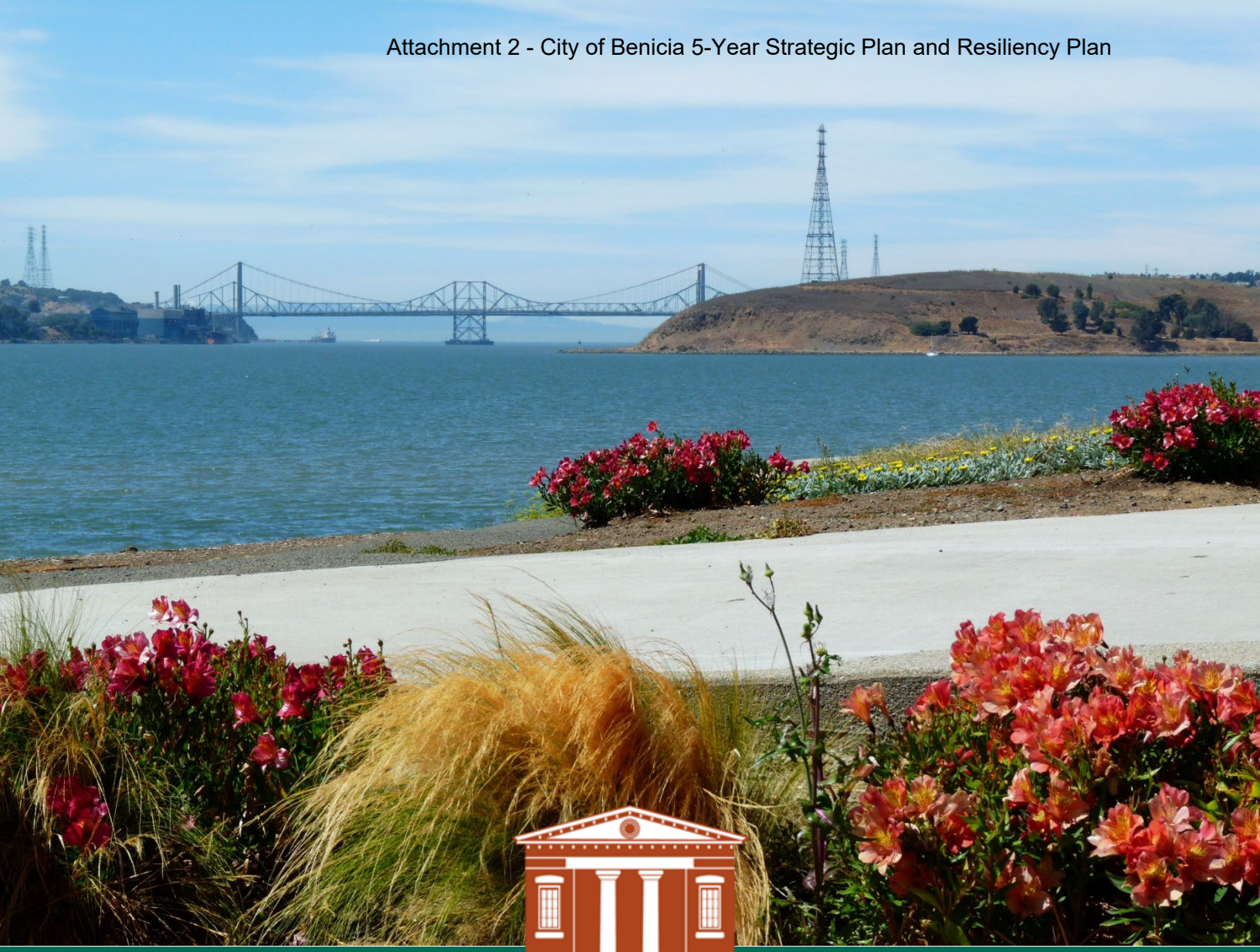
1. Work Plan FY 2025-26
2. City of Benicia 5-Year Strategic Plan and Resiliency Plan

For more information contact: Sarah Shawky, Deputy City Manager
Phone: 707.746.4200
E-mail: sshawky@ci.benicia.ca.us

	A	B	C	D	E	F
1	FY 2025-2026 Work Plan					
2	**Strategic Plan Goal Name**	**Priority**	**Work Plan Goal Objectives (Projects)**	**Project Phases**	**Workload**	**Department**
3	Achieve Financial Stability	1	City response to the Valero announcement	**Action:** Conduct financial impact analysis and economic impact analysis **Action:** Work with Valero, California Energy Commission, and Signature Development Group	Heavy	All
4	Achieve Financial Stability	1	Priority Based Budgeting - Program Evaluation Phase	**Action:** Complete each necessary phase (e.g. program inventory, program costs and revenue allocation, program impacts, scoring, etc.) to receive a program insights report including potential savings and reallocation recommendations for each program.	Heavy	All
5	Expand Economic Development	2A	LGBTQIA Art – Mural	**Action:** Locate City approved location for mural **Action:** Cost estimate for Art Project **Action:** Apply for grant funds **Action:** Go through the art approval process with the Arts & Culture Commission **Action:** Go to City Council for approval of the art project **Action:** Art work done by students and local artists **Action:** Installation of mural	Moderate/Heavy	CS
6	Maintain Community Infrastructure	2A	Implement 5-Year Road Maintenance Plan Adopted by Council May 2025	**Action:** Conduct annual bids and road construction. First Measure F project in summer of 2026.	Heavy	PW
7	Provide Effective Government Services	2A	Online Utility Billing Platform - Launch Fall 2025	**Action:** Configuration **Action:** Testing **Action:** Public Information Outreach and Implementation	Moderate	FINANCE
8	Maintain Community Infrastructure	2A	Library Basement Development - Identify Options	**Action:** Complete report from Noll and Tam presented to City Council	Moderate	CS/PW
9	Promote Community Health and Safety	2A	Industrial Safety Ordinance (ISO)	**Action:** Establish Commission **Action:** Complete fee study **Action:** Fees to Council for adoption **Action:** Build guidance document and form templates **Action:** Provide training for businesses	Moderate/Heavy	FIRE
10	Maintain Community Infrastructure	2A	BUSD Facilities Partnership - New Middle School Agreement	**Action:** Establish new Middle School Field Agreement effective through Dec 2026 **Action:** Spring 2027 BUSD completes upgrades to Middle School field and assumes maintenance **Action:** City keeps James Lemos Swim Center open in Feb and Mar 2025 - 2029	Moderate	CMO
11	Promote Community Health and Safety	2A	Pedestrian Bridge Project	**Action**: Bid opening May 13, 2025 **Action:** Award Contract May 21, 2025 **Action:** Construction in July **Action:** Project completion November 2025	Heavy	PW
12	Maintain Community Infrastructure	2A	PLLAD - Citywide Parks, Landscape, and Lighting District	**Action:** Survey 5/15-6/15 2025 **Action:** Ballot 8/1-9/15/2025 **Action:** Ballot results 10/21/25	Heavy	PW/CMO
13	Expand Economic Development	2A	Pro-Housing Designation	**Action:** Council Hearing and Resolution **Action:** Application to State Department of Housing and Community Development **Action:** Award of Pro-Housing Designation	Moderate	CDD

	A	B	C	D	E	F
2	**Strategic Plan Goal Name**	**Priority**	**Work Plan Goal Objectives (Projects)**	**Project Phases**	**Workload**	**Department**
14	Promote Community Health and Safety	2A	Bay Area Air District Settlement Funds Spending Plan	**Action:** Obtain Bay Area Air District submittal and approval process **Action:** Facilitate Board/Commission review process **Action:** Identify and propose city projects	Moderate	PW/CMO
15	Achieve Financial Stability	2B	Business License Tax Update	**Action:** Identify recommended code changes with EDB and assess fiscal impacts **Action:** Finalize analysis and recommended code changes **Action:** Council review proposed code changes **Action:** Code changes for voter consideration on 2026 ballot		CMO-ED
16	Maintain Community Infrastructure	2C	Raw Water Transmission Line	**Action:** Continue to work with FEMA for reimbursement **Action:** Complete design **Action:** Construction	Heavy	PW
17	Maintain Community Infrastructure	2C	Facility Needs Assessment	**Action:** RFQ/RFP **Action:** Facility inventory and inspection/evaluation **Action:** Report	Heavy	PW
18	Provide Effective Government Services	2C	Solid Waste and Recycling Franchise Agreement	**Action:** Get Consultant on Board for RFP ~July 2025 **Action:** RFP award by June 2026, contract expires June 2027	Moderate	PW
19	Maintain Community Infrastructure	2C	Port of Benicia Facilities and Infrastructure Modernization Planning Grant	**Action:** Consultant, in collaboration with staff and Amports, prepares multiple reports for: Existing Conditions, SWOT Analysis, Port demand and capacity, transportation and circulation analysis, decarbonization and resiliency pathways, and capital improvement plan. **Action:** Update Industrial Design Guidelines and Zoning Ordinance Amendments for Council adoption **Action:** Complete CEQA Environmental Review Process for the Plan for Council certification. **Action:** City Council adoption of Final Port of Benicia Facilities and Infrastructure Modernization Plan	Heavy	CMO/CDD/PW
20	Provide Effective Government Services	2C	Improve Transparency/Searchability with Documentation (Complete Laserfiche)	**Action:** Complete Laserfiche Templates by Department/Division (BLD, PLN, CMO) **Action:** Scan Building Safety Files **Action:** Scan Planning Division Files **Action:** Scan Clerk/CMO/CAO Files **Action:** Scan Additional Files (TBD)	Heavy	CDD/CMO
21	Expand Economic Development	2C	Eastern Gateway PDA Grant	**Action:** Background and Existing Conditions Report, Circulation Element Update Summary **Action:** Public Workshop Action: Constraints Analysis **Action:** Outreach Summary and Draft Recommendations Report **Action:** Public Review Draft Infrastructure Master Plan and Circulation Element + Public Workshop **Action:** CEQA/Tribal Consultation **Action:** Adoption of Infrastructure Master Plan and Circulation Element Amendment	Moderate/Heavy	CDD
22	Expand Economic Development	2C	Housing Element Programs	**Action:** Pre-approved PDA Plans **Action:** Zoning Update for Statutory Alignment **Action:** SF Residential Density Program **Action:** Objective Planning and Design Standards	Heavy	CDD

	A	B	C	D	E	F
2	**Strategic Plan Goal Name**	**Priority**	**Work Plan Goal Objectives (Projects)**	**Project Phases**	**Workload**	**Department**
23	Expand Economic Development	2C	Surplus Land Act for Senior Center/Scout, and Fire Museum Properties	**Action:** Senior Center/Scout RFP Bid Scoring **Action:** Senior Center/Scout Negotiations **Action:** Senior Center/Scout Land Transaction **Action:** Senior Center/Scout Permitting **Action:** Fire Museum Notice of Availability **Action:** Fire Museum Good Faith Negotiations **Action:** Fire Museum Transaction **Action:** Fire Museum Parcel Map Waiver (consolidate parcels/set property boundary) **Action:** Fire Museum Permitting	Moderate/Heavy	CDD
24	Maintain Community Infrastructure	2C	Unreinforced masonry (URM) - Establish inventory & conduct public outreach	**Action:** City response to the Valero announcement **Action:** Establish Brace Bolt Program **Action:** Public Information Outreach and Webpage - Seismic Hazards, brace bolt, etc. **Action:** Seismic Safety Ordinance	Heavy	CDD
25	Promote Community Health and Safety	2D	Electric Vehicle Charging	**Action:** Contract with consultant for Grants (EVCS) May 20th, 2025 **Action:** Infrastructure assessments for city owned property, and private property **Action:** Install	Moderate/Heavy	PW/CMO
26	Promote Community Health and Safety	2E	Benicia Abandoned Vessel and Marine Debris Removal	**Action:** Grant submitted March 2025 **Action:** Secure Funds (project total ~$6 M) **Action:** Tentative Project in FY 28/29	Moderate/Heavy	PW
27	Provide Effective Government Services	3	Special Event Ordinance	**Action:** Meet with all city departments for feedback on Draft Special Event Ordinance **Action:** Host a community workshop to meet with all Benicia based non-profit groups to discuss proposed ordinance and fees. **Action:** Take to both Community Services Commission & Economic Development Board for input and approval **Action:** Take to City Council for approval	Moderate	CS
28						
29	**Priority Definitions**					
30	1	Top 2 priorities for FY 25-26				
31	2A	In progress or getting underway, and will be completed by June 2026 (FY 25-26)				
32	2B	In progress or getting underway, and will be completed by November 2026				
33	2C	In progress or getting underway, and will be completed by June 2027 (FY 26-27)				
34	2D	In progress or getting underway, and will be completed by June 2028 (FY 27-28)				
35	2E	In progress or getting underway, and will be completed on or after June 2029 (FY 28-29)				
36	3	Next on the list. Will begin after priority 2 are complete.				
37	Red Text	New additions since Annual Workshop				
38						
39	**Workload**					
40	Light					
41	Moderate					
42	Heavy					



THE CITY OF BENICIA

THE CITY OF BENICIA

Strategic Plan

2024 – 2028

WELCOME

We are pleased to present the City of Benicia's Strategic Plan 2024-2028. As the City faces ongoing budget challenges, it is crucial that we chart a course toward fiscal resilience and long-term sustainability. Our strategic plan is more than just a document; it is our commitment to fiscal responsibility, transparency, and accountability. It is a roadmap that will guide us as we make tough choices and prioritize investments that will yield the greatest return for our community. By aligning our resources with our values, we can lay the foundation for a stronger future for our community.

Central to our strategic plan are a set of strategic goals that reflect our aspirations for the future. These goals encompass a wide range of areas, including financial sustainability, community health and safety, economic development, infrastructure, and effective government services. The strategic plan is organized as follows:

- Strategic Framework
  - Vision, Mission, Values
- Strategic Goals
  - Goal 1: Achieve Financial Stability
  - Goal 2: Promote Community Health and Safety
  - Goal 3: Expand Economic Development
  - Goal 4: Maintain Community Infrastructure
  - Goal 5: Provide Effective Government Services
- Appendix A: Annual Planning Cycle
- Appendix B: Resiliency Framework

Finally, we would like to thank all of the community members who helped to shape this plan by providing public comment, responding to surveys, attending town halls, and beyond. Our city is a vibrant community made up of diverse individuals, businesses, organizations, and institutions. Each one of us plays a vital role in shaping the character and direction of our city, and we thank you for your commitment to our community.

Steve Young
Mayor

Terry Scott
Vice Mayor

Tom Campbell
Council Member

Trevor Macenski
Council Member

Kari Birdseye
Council Member

Mario Giuliani
City Manager

STRATEGIC FRAMEWORK

OUR VISION

Benicia is a vibrant city that celebrates our rich culture, beautiful waterfront, welcoming community, and small-town feel.

OUR MISSION

Our mission is to provide sustainable city services to help our residents thrive. We strive to encourage economic opportunities, maintain sound infrastructure, and foster a safe and healthy community.

CITY VALUES

Accountable

We are honest, transparent, and committed to doing what's right.

Community-focused

We listen to our community members, adapt to changing circumstances, and communicate openly to meet our residents' needs today and in the future.

Inclusive

We foster an environment where all individuals feel welcome, respected, and empowered.

Teamwork

We work together to achieve common goals and collaborate to create the best possible services for our community.

Respectful

We act professionally, value others' perspectives, and create a supportive environment where all contributions are appreciated.

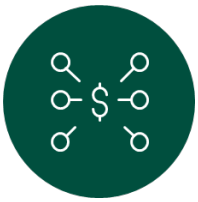
STRATEGIC GOALS

Goal 1: Achieve Financial Stability

Ensure the City has adequate and sustainable financial funding to deliver effective services to residents.

Goal 2: Promote Community Health and Safety

Protect residents' quality of life in a safe, clean, and well-maintained community.



Goal 3: Expand Economic Development

Strengthen the local economy by supporting local businesses, providing opportunities for new businesses and job seekers, and facilitating housing.

Goal 4: Maintain Community Infrastructure

Strengthen investment in public infrastructure, including City roads, buildings, facilities, and water systems.

Goal 5: Provide Effective Government Services

Sustain the efficiency and effectiveness of the City's services aligned with available resources.

Goal 1: Achieve Financial Stability

Ensure the City has adequate and sustainable financial funding to deliver effective services to residents.

- Grow near-term City revenue by proposing appropriate tax measures
- Grow long-term City revenue through a combination of the following activities:
  - Expand housing development with a focus on workforce and senior housing and in-fill development to meet the needs identified in the City's Housing Element
  - Increase grant revenue and ensure sufficient staffing resources to manage grants
  - Routinely evaluate the City's fee structure to ensure it is meeting the City's cost-recovery needs
  - Pursue economic development activities (see Economic Development goal for more details)
- Decrease City expenses through service reductions, which may include the following activities:
  - Reduce non-mandated services
  - Assess financial benefits to regionalizing/consolidating Dispatch and/or other functions
  - Assess financial benefits of creating special districts (ex: parks, port, etc.)
  - Inventory and review current City infrastructure/assets to identify opportunities to sell and/or otherwise reduce related City expenses
- Identify funding sources to support infrastructure and deferred maintenance needs (see Infrastructure goal for more details)
- Strive to implement a priority-based budgeting approach to ensure that City resources are being used in alignment with established goals

GOAL 1 PERFORMANCE MEASURES

- City revenues that support expenses
- Diversity of revenue sources
- Operating reserve fund balance
- Credit rating
- Unfunded pension liability as a percentage of General Fund revenue

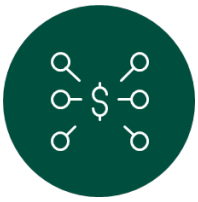
Goal 2: Promote Community Health and Safety

Protect residents' quality of life in a safe, clean, and well-maintained community.

- Strive to maintain current Police and Fire service levels
- Invest additional resources in emergency preparedness, with a focus on staff training, seismic safety, flood, extreme heat, and fire
- Pursue opportunities to increase the environmental sustainability of the City and protections for our community, with a focus on leveraging outside funds to finance projects
- Continue current efforts to provide clean and well-maintained City parks
- Strive to provide services that improve residents' quality of life, such as Recreation and Library programming

GOAL 2 PERFORMANCE MEASURES

- Maintain police and fire response times
- Property crimes per 1,000 people / Clearance rate
- Violent crimes per 1,000 people / Clearance rate
- Funding secured to support environmental sustainability projects
- Resident participation in Library and Recreation activities, programs, and services
- Resident satisfaction survey results



Goal 3: Expand Economic Development

Strengthen the local economy by supporting local businesses, providing opportunities for new businesses and job seekers, and facilitating housing.

- Expand tourism activity within the City guided by the 2023 Strategic Tourism Marketing Plan
- Attract commercial and industrial businesses that can increase employment opportunities and City revenue
- Develop a long-range strategy for use of the Port that supports the City's financial and environmental sustainability goals
- Streamline and prioritize permitting processes to ensure the City is a strong partner for businesses and development
- Improve online access to zoning, licensing, and permitting information
- Continue current efforts to provide job search assistance through Library programs and services
- Continue current efforts to maintain and implement the City's Housing Element

GOAL 3 PERFORMANCE MEASURES

- Retail sales tax revenue
- Transient Occupancy Taxes revenue
- New business licenses
- Business license renewal rates
- Number of Housing Element programs completed or in progress

Goal 4: Maintain Community Infrastructure

Strengthen investment in public infrastructure, including City roads, buildings, facilities, and water systems.

- Conduct a facilities conditions assessment to accurately capture and prioritize deferred maintenance needs
- Update the City's Capital Improvement Plan on at least a biennial basis
- Continue efforts to maintain City infrastructure by identifying funding sources and/or implementing the priorities identified in plans and policies adopted by City Council (ex: Capital Improvement Plan, Parks Master Plan, etc.)
- Identify opportunities to fund street maintenance at a level that will improve the City's Pavement Conditions Index (PCI) ratings

GOAL 4 PERFORMANCE MEASURES

- Facility conditions assessment results
- Net investment in capital assets
- Total deferred maintenance costs
- Pavement Conditions Index ratings

Goal 5: Provide Effective Government Services

Sustain the efficiency and effectiveness of the City's services aligned with available resources.

- Recruit and retain high-quality employees
- Strengthen City-wide IT governance and strategy to ensure cohesive investment in IT infrastructure
- Assess, streamline, and reduce the use of commissions and committees to ensure that these groups provide the highest possible value to the City and community
- Continue efforts to incorporate diversity, equity, and inclusion practices across City services and operations, including the work of the City's Core Equity Team
- Develop a unified customer experience strategy that accounts for both in-person and digital services
- Focus the City's community engagement and communication efforts on high-priority initiatives to increase transparency and trust
- Continue to collaborate with the Benicia Unified School District (BUSD) to support quality education

GOAL 5 PERFORMANCE MEASURES

- Employee engagement survey results
- Employee turnover rates
- Employee vacancy rates
- Resident satisfaction survey results

APPENDIX A: ANNUAL PLANNING PROCESS

Each year, the City's management team will review the Strategic Plan and select specific objectives and actions that they believe will be critical to focus on for the upcoming year. These priorities will then be reviewed and approved by City Council. Once priorities have been established, the management team will develop an Annual Work Plan. In addition, the priorities will inform the budget development process. The general timeline is included below.

OCTOBER/NOVEMBER

- Management selects objectives/actions to incorporate into the Annual Work Plan for the following fiscal year

JANUARY

- City Manager collects concepts from City Council to review for potential inclusion in the Annual Work Plan for the following fiscal year

FEBRUARY

- City Council reviews strategic priorities and Annual Work Plan on the 3rd or 4th Friday in February, whichever City Hall is open
- Management provides progress report of the current Annual Work Plan to City Council
- City Council discusses the Annual Work Plan for the following fiscal year

MARCH

- Executive Management Team retreat to review Council feedback and draft the Proposed Annual Work Plan for the following fiscal year

APRIL/MAY/JUNE

- City Council acknowledges success of current Work Plan
- City Council study session to review Proposed Annual Work Plan with budget information
- City Council adopts Annual Work Plan and any necessary budget amendments

JULY

- Based on budget allocations and emergent needs, management develops a high-level implementation plan that describes actions, related timelines, and responsible parties

OCTOBER

- The planning cycle begins again

APPENDIX B: RESILIENCY FRAMEWORK

GUIDING PRINCIPLES

As the City continues its efforts to resolve its structural budget deficit, it is likely that additional budget reductions will be necessary and new initiatives will need to be carefully considered before the City invests current resources. To support these challenging conversations, the City has developed the following guiding principles:

- **Take a Multi-Pronged Approach.** To resolve the structural budget deficit, the City has established a multi-pronged approach to grow revenue, reduce expenses, and increase sustainable development. We recognize that the long-term solution to this issue relies on employing many tactics.
- **Do the Most Important Things Well. Cut Back on the Rest.** In a time of revenue shortfalls, we recognize that the City must offer services that provide the highest value to our community, while reducing service levels, divesting, or eliminating lower value services.
- **Be Transparent and Responsive to Community Input.** Community priorities are foundational to budget decisions. Especially when faced with challenging budget reductions, we will solicit and incorporate community input in the decision-making process.

DECISION-MAKING CRITERIA

When evaluating current or potential services, programs, or projects (collectively referred to as "initiatives"), the following questions can be used to guide the decision-making. Alternatively, these questions can form the basis to quantitatively score programs—as is done within a priority-based budgeting approach.

Incorporating these questions into decision-making processes ensures a thorough and strategic approach to resource allocation, ultimately enhancing the efficiency and effectiveness of City initiatives.

- **Mandated Services:** Is the initiative mandated?
- **Strategic Alignment:** Is the initiative aligned with the City's strategic goals?
- **Mission Alignment:** Is the initiative aligned with our mission and within the City's scope/authority or General Plan? Is there another organization that is better situated to take the lead on this initiative?
- **Revenue Generation:** Does the initiative generate revenue? If so, does the generated revenue meet or exceed the expense to provide the initiative?
- **Service Reduction:** Could we provide less of the initiative and still meet baseline mandates or community expectations?
- **Outsourcing Option:** Could this service be provided more cost-effectively by outsourcing this function to be delivered by a third-party?
- **Regionalization or Partnership Option:** Could this service be provided more cost-effectively through a partnership with other governmental agencies or nonprofit organizations?

ACKNOWLEDGEMENTS

Thank you to all the people who dedicated time and provided valuable input during the development of this strategic plan, including:

- City of Benicia Community Members
- City of Benicia Council Members
- City of Benicia Management and Staff

PREPARED BY MOSS ADAMS LLP

AGENDA ITEM
CITY COUNCIL MEETING DATE – JULY 1, 2025
BUSINESS ITEM

TO : City Manager

FROM : Assistant City Manager

SUBJECT : **CONTINUATION OF APPEAL OF A PLANNING COMMISSION DECISION ON A DESIGN REVIEW APPLICATION FOR 106 WEST J STREET**

EXECUTIVE SUMMARY:

The property owner (appellant), Steffan Schulz, proposed an after-the-fact design review approval of eleven (11) triple-hung vinyl windows, on the front (north) and side (east) façades, on the second story of the building located at 106 West J Street. The structure is designated as a historic resource (landmark) in the Downtown Historic Conservation Plan. Following denial of the design review application by the Historic Preservation Review Commission (HPRC), and denial of an appeal by the Planning Commission, the property owner filed an appeal of the Planning Commission's decision to the City Council. At its regular meeting on April 2, 2024, the City Council reviewed the appeal and conducted a public hearing. There were four public comments in support of granting the appeal. Following the public hearing, the Council voted unanimously to direct Staff to bring back a resolution with the requisite findings to a date uncertain granting the appeal. Staff was also directed to prepare the necessary California Environmental Quality Act (CEQA) findings to allow the proposed vinyl window replacement, which required the applicant, at his sole expense, to provide a report by a qualified historic architect or historic librarian supporting the appropriate CEQA findings.

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) granting the appeal and overturning the Planning Commission's decision to uphold the HPRC decision to deny the Design Review application for 106 West J Street, after a public hearing and determination that the action is exempt from CEQA.

BUDGET INFORMATION:

Approval or denial of the appeal would not have a direct budgetary impact on the City.

BACKGROUND:

The appellant previously replaced existing upper floor aluminum windows with 11

California Deluxe Unplasticized Polyvinyl Chloride vinyl windows without first receiving design review approval and submitted a design review application to comply with the Downtown Historic Conservation Plan (DHCP). Exterior alterations to properties within the district must be reviewed for consistency with the adopted design guidelines of the DHCP. The proposed windows were installed as an emergency replacement, due to aluminum window failure. Existing arched masonry and wood window trim remain in place. In an effort to consider public safety, avoidance of injury, and to mitigate further damage and degradation to the historic nature of the building, the decision was made by the applicant to repair and replace the existing failing aluminum windows, with windows of the closest similar aesthetic available.

The Historic Preservation Review Commission (HPRC) conducted public hearings on October 26 and November 16, 2023 and denied the window replacement application following the public hearing. On December 5, 2023, the property owner ("appellant") filed an appeal of the HPRC's denial of a Design Review application for exterior alterations to a historic landmark structure at 106 West J Street to the Planning Commission.

The Planning Commission reviewed the appeal of the HPRC's decision to deny the Design Review application for 106 West J Street during their regular meetings of January 11, 2024 and February 8, 2024. Following denial of the application by the HPRC on November 16, 2023, and denial of the appeal by the Planning Commission on February 8, 2024, the property owner (appellant) filed an appeal of the Planning Commission's decision on February 20, 2024. The appeal was filed in accordance with Chapter 1.44 of the Benicia Municipal Code (BMC), and the item was brought before the City Council for their consideration on April 2, 2024.[1]

Appeal

On February 20, 2024, the property owner submitted an appeal of the Planning Commission's decision upholding the HPRC's decision to deny after the fact design review approval for the replacement of 11 windows. On April 2, 2024, the City Council reviewed the appeal, conducted a public hearing, and made a motion for staff to bring back a resolution with the requisite findings granting the appeal (Attachments 2 and 3).

Following the April 2 City Council meeting and throughout May 2024, staff coordinated with the appellant to engage a qualified historical professional to prepare a comprehensive historic resource assessment report of the subject property. In July 2024, the appellant secured contract services with Ackley Consulting. Ms. Laura Ackley, who is a certified architectural historian consultant under the California Historic Resources Information System, performed in-depth research and compiled necessary information for three months to prepare the comprehensive assessment report.

Analysis/Findings for Granting Appeal

[1] April 2, 2024 City Council Meeting Agenda (Item 22.A): https://granicus_production_attachments.s3.amazonaws.com/benicia/289134575cdf84da4b51c7f95a6860220.pdf

The Historic Resource Investigation Memo (Exhibit A) was submitted to the City in late 2024. The City reviewed the report and coordinated with the qualified professional over the course of several months. The report concludes that the Department of Parks and Recreation historic survey for the structure located at 106 West J Street is incorrect, and that the structure is not qualified as a historic resource or landmark, due to extensive loss of historic integrity and architectural character, with numerous architectural modifications since the 1900s. Thus, the vinyl window replacement should not be evaluated for consistency with the Secretary of Interior's Standards for rehabilitation pursuant to the CEQA and instead is statutorily exempt because of the "common sense" statute, Section 15061(b)(3), which stipulates that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The assessment concluded that the replacement of windows on a structure that has lost its historic integrity presents no possibility that the project may have a significant effect on the environment.

NEXT STEPS:
If the Council grants the appeal, the property owner would need to apply for a building permit for the replaced windows.

ALTERNATIVE ACTIONS:
The Council may deny the appeal and uphold the Planning Commission's decision.

CEQA Analysis	The activity is covered by the "common sense" exemption (Section 15061(b)(3) that applies only to projects which have no potential for causing a significant effect on the environment. 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, the activity is not subject to CEQA.

ATTACHMENTS:
1. Resolution – Granting the Appeal of a Planning Commission Decision Upholding the Decision of the Historic Preservation Review Commission Denying a Design Review Application for 106 West J Street
   Exhibit A – Historic Resource Investigation Memo
2. City Council Staff Report from April 2, 2024
3. Minutes from April 2, 2024 City Council Meeting

For more information contact: Suzanne Thorsen, AICP, Assistant City Manager
Phone: (707) 746-4280
E-mail: sthorsen@ci.benicia.ca.us

RESOLUTION NO. 25-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA GRANTING THE APPEAL OF A PLANNING COMMISSION DECISION UPHOLDING THE DECISION OF THE HISTORIC PRESERVATION REVIEW COMMISSION DENYING A DESIGN REVIEW APPLICATION FOR 106 WEST J STREET

WHEREAS, on February 27, 2023, the applicant and property owner, Steffan Schulz, submitted an application for design review after-the-fact to replace upper story windows on the "New" Benicia Masonic Lodge structure located at 106 West J Street (APN 0089-043-090) (Project); and

WHEREAS, the Benicia Masonic Lodge is distinguished between "Old" and "New"; and

WHEREAS, the "New" Benicia Masonic Lodge is the subject of this appeal and is addressed as both located at 935 First Street and 106 West J Street; and

WHEREAS, the property owner replaced eleven (11) existing aluminum windows with new triple-hung vinyl windows in December 2022 without first obtaining approval of design review pursuant to the Downtown Historic Conservation Plan (DHCP), nor issuance of a building permit pursuant to the California Building Code and subsequently applied for after-the-fact design review in February 2023; and

WHEREAS, the HPRC conducted duly noticed public hearings on October 26, 2023 and November 16, 2023, accepted public comment, reviewed the proposed Project, and found that denial of the application is exempt from CEQA as CEQA does not apply to projects which a public agency rejects or disapproves, and denied the design review for window replacement (HPRC Resolution No. 23-8); and

WHEREAS, on December 5, 2023, appellant and building owner Steffan Schulz, filed a timely appeal of the HPRC's decision; and

WHEREAS, the Planning Commission, at a regular meeting on January 11, 2024, conducted a duly noticed public hearing to consider the appeal, accept public comment, and review the proposed Project; and

WHEREAS, the appeal hearing was continued to February 8, 2024 due to the appellant's intent to provide a slide presentation as testimony to his appeal, which was not provided in advance of the hearing and therefore could not be broadcast; and

WHEREAS, the Planning Commission, at a regular meeting on February 8, 2024, conducted a duly noticed public hearing to consider the appellant's presentation, accepted public comment, and denied the appeal and upheld the HPRC's decision (PC Resolution No. 24-1); and

WHEREAS, on February 20, 2024, appellant and building owner Steffan Schulz, filed a timely appeal of the Planning Commission's decision; and

WHEREAS, the City Council, conducted a duly noticed public hearing on April 2, 2024, accepted four public comments in support of granting the appeal, and reviewed the design review application; and

WHEREAS, following the public hearing, the Council unanimously directed Staff to bring back a resolution with the requisite findings to a date uncertain granting the appeal; and

WHEREAS, Staff was also directed to prepare the necessary CEQA findings to allow the proposed vinyl window replacement, which required the applicant, at his sole expense, to provide a report by a qualified historic architect or historic librarian supporting the appropriate CEQA findings; and

WHEREAS, Ms. Laura Ackley, who is a certified architectural historian consultant under the California Historic Resources Information System (CHRIS), prepared a Historic Resource Investigation Memo in November 2024 (Exhibit A), which concluded that the Department of Parks and Recreation (DPR) historic survey for the structure located at 106 West J Street is incorrect, and that the structure is not qualified as a historic resource or landmark, due to extensive loss of historic integrity and architectural character, with numerous architectural modifications since the 1900s; and

WHEREAS, the assessment also concluded that the New Masonic Hall is exempt from the California Environmental Quality Act (CEQA) governing alterations to historic properties because of the “common sense” statute, Section 15061(b)(3), because the replacement of windows on a structure presents no possibility that the project may have a significant effect on the environment; and

WHEREAS, public notices for the continued public hearing were mailed to property owners within 500 feet of the project location on June 11, 2025, posted at City Hall on June 12, 2025, as well as published in the Benicia Herald on June 20, 2025; and

WHEREAS, the continued public hearing was held on July 1, 2025.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby find that the Project is Statutorily Exempt pursuant to Section the “common sense” statute, Section 15061(b)(3), of the CEQA Guidelines, which stipulates that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

THEREFORE, BE IT FURTHER RESOLVED THAT the City Council hereby grants the appeal and approves the design review permit, which thereby requires the property owner to apply for a building permit for the current upper floor vinyl windows.

*****

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 1st day of July 2025 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

Exhibit A
Historic Resource Investigation Memo, November 2024
[see next page]

Laura Ackley, Historian
Cultural Resources Management
248 Laurel Pl.
San Rafael, CA 94901
415-456-2327
crm@sf1915.com

Historic Resource Investigation Memo

106 West J Street, Benicia CA 94510

Conducted for

Steffan Schulz: Owner, and
City of Benicia

Prepared by:

Laura Ackley
Architectural Historian, CHRIS Consultant
November 2024

Introduction

The Introduction describes the methodology utilized by Ackley Consulting to prepare this Historic Status Memo for 106 West J Street, Benicia.

Methodology

Architectural Historian Laura A. Ackley performed archival, and online historic research, as well as interviews to investigate the history and current condition of the subject property at 106 West J Street, Benicia CA using statutes and policies that have implications for preservation planning in the City of Benicia.

Sources include historic Sanborn fire insurance maps, historic newspaper articles and photographs, the Solano County Assessor-Recorder's Office, the State Office of Historic Preservation (OHP), the Secretary of the Interior's Standards for the Treatment of Historic Properties, California's Built Environment Resource Directory, Benicia's Downtown Historic Conservation Plan (DHCP) and (Downtown Mixed-Use Master Plan (DMUMP), various local, state and national documents governing description and categorization of Historic Resources and Historical District Overlays, earlier staff reports, meeting videos and presentations to the City of Benicia regarding this project.

Online resources include Solano County surveys, GIS, and Parcel information; material from online archives including the Library of Congress, the Sonoma County Library, and the Benicia Historical Library & Museum. The preparer also had conversations and with City of Benicia Planning Department staff and reviewed relevant sections of the Benicia municipal code, and relevant federal, state, and local regulations.

Preparer Qualifications

This memo was prepared by Laura A. Ackley of Ackley Consulting, San Rafael, California. Ackley exceeds the Secretary of the Interior's Professional Qualification Standards for Architectural History and History. She is listed as a certified consultant with the California Historic Resources Information System (CHRIS). Ms. Ackley holds graduate degrees from the Harvard University Graduate School of Design and the UC Berkeley College of Environmental Design, as well as an undergraduate degree in architecture from Berkeley.

Her book, *San Francisco's Jewel City: The Panama-Pacific International Exposition of 1915* was co-published by Heyday and the California Historical Society. It won a Gold Medal at the 2015 California Book Awards, a Bronze Medal for US History from the National Independent Publisher Book Awards and the Oscar Lewis Award from the San Francisco History Association.

Executive Summary of Findings Regarding 106 West J Street, Benicia, CA

This Historic Resource Investigation Memo assesses the applicability of historic preservation restrictions on the building at 106 West J Street, Benicia, CA. This "New Masonic Hall" (or Building) was finished in 1888 as the new home of the local fraternal order of Masons. It took the functional place of the ca. 1850 "Old Masonic Hall," (or Building), which is located next door at 110 West J St.

The Old Masonic Hall is a California designated landmark, while the 106 West J Street property is neither a landmark or a named historic resource. Also, its loss of integrity over the past 136 years precludes it from being declared a California Historic Resource. The property at 106 West J St. has been wrongfully named as a Historic Resource in a variety of documents dating back two decades, based on some simple errors made in 2004.

It is, however, a contributing resource to Benicia's Downtown Historic Overlay. Such "contributing resources" are accorded far more leeway in civic decisions than for individual historic resources.

At issue is the replacement of the structure's degraded, aluminum-frame windows in early 2022. The owner of the 106 West J St., Steffan Shulz, replaced these windows without a permit or review, to which he readily admits. The basic permitting issues are not within the scope of this historic assessment.

Since then, a great deal of work, both on the part of City of Benicia Staff and the owner, has been undertaken in a sincere effort to reach a consensus on the window replacement. At the April 2, 2024 City Council Meeting, a resolution was adopted to have the owner retain the services of a qualified architectural historian to evaluate the situation. This memorandum is the result of that decision.

As those familiar with the project know, the building was red-tagged as seismically unsafe for use after the South Napa Earthquake of 2014, and even considered for demolition. The building was purchased, stabilized and declared inhabitable. However, it remained vacant and continued to deteriorate until Mr. Schulz purchased the building in August of 2019. He immediately began a series of interior improvements. These included new flooring and fully permitted new bathrooms and office spaces.

The area experienced major rain events in both 2020 and 2021, which made it clear that the existing, aluminum-frame windows had major problems. A report from 2016 noted that cracks in the stucco and masonry around the windows allowed water to enter the building. One rain event damaged the newly installed floor inside.

Many of the existing windows were loose in their apertures. Some were stuck open; others could not be opened. Piles of mortar dust had accumulated at some lower window corners. There was

significant water damage, wood rot and gapping around the existing windows. (See Figure 1and Figure 2).

At this point, Mr. Schulz decided to order and have windows installed that met the high-performance standards necessitated by his business as a multimedia producer. He did not submit the project for design review or permitting.

The findings in this report only will address the historic regulator frameworks governing this type of project on a historic contributor. They will provide definitive clarification to City and Departmental Leaders of Benicia, which show that the building at 106 West J St. is not a historic landmark using any of these criteria. It will also recommend a course of action.

This memorandum will not address the issue of the owner undertaking this project without prior and correct permitting. It will be confined to factual discussions of the building's status, and evaluating the "New Masonic Hall" per national, state, and City of Benicia regulations.

Findings Related to the 2004 Survey of 106 West J Street, Benicia, CA

Incorrect Identification of 106 West J Street as an Individual Historic Resource in the 2004 "Windshield Survey"

In 2004, a survey was undertaken to identify historic resources and contributing structures for Benicia's Downtown Historic Conservation Plan (DHCP). Several errors in the Department of Parks and Recreation Primary Record 523 forms (DPRs) for 106 West J Street and its adjacent building at 110 West J Street led to decades of confusion regarding the Historic Resource or Landmark statuses of 106 and 110 West J Street.

- The "Old Masonic Building" at 110 West J Street *is* a State Historic Resource and Landmark.
- The "New Masonic Building" at 106 West J Street *is not* an individual historic resource or landmark.

The mistake in designation was the result of what were probably simple clerical errors in the 2004 survey of the Benicia's Historic Overlay District as recorded by Carol Roland of Roland-Nawi Associates: Preservation Consultants. The author of this current document holds the creators of the 2004 survey in high regard because of their reputation, accomplishments, and overall quality of this survey.

The 2004 was a "windshield survey," covering the entire area of the historic overlay district. As its name implies, this type of survey is necessarily done quickly due to the large area it must cover. Thus, it cannot treat each structure in-depth. The DHCP itself notes the methodology on Page 5: "The consultant walked and drove the downtown area to verify the location of historically significant buildings noted in the city survey which could contribute to an historic

district. The criteria for recognizing buildings as historically significant are age, architectural integrity, and architectural/historical distinction."[1]

In its conclusion, the Summary of this survey notes that 281 properties were surveyed and DPR 523 forms prepared for 243 of them. All of the research and preparation of documents occurred in October and November of 2004.[2]

Unfortunately, errors in the 2004 survey's DPR523 forms for the properties at 106 West J Street and 110 West J Street percolated through twenty years of Benicia's treatment and listings of historic resources, causing much confusion. These mistakes also resulted in the miscategorization of 106 West J Street property as an individual historic resource.

The building is defined as a contributing resource to the historic district in the resource status code assigned by Roland-Nawi Associates on its 2004 DPR. This is important because per Benicia's Downtown Historic Conservation Plan (DHCP), changes to contributing resources may be treated with more leeway than those to designated landmarks.

Errors in the 2004 Survey Recording of 106 West J. St.

A number of critical errors were made in the 2004 Survey of the building. Here are some of the most significant:

1) The most serious mistake is that the individual Primary Records (DPRs) for both106 West J Street and 110 West J Street were assigned the same Parcel Number (APN) in the 2004 Document even though they are two different parcels. They are both listed as APN 89-043-090. This mistake was promulgated from both the individual DPRs for the two properties, and also in the City of Benicia Downtown Historic Conservation Plan (DHCP).
    a) 89-043-090 is the correct parcel number for the subject property of this memo,106 West J Street.
    b) The correct Parcel Number for 110 West J Street, the historic Old Masonic Hall, is 89-043-080
    c) This memo took into account that the two properties might have shared a single lot at the time of the 2004 survey. This possibility was researched through the Solano County Assessor-Recorder. That office was able to provide their earliest scanned Parcel Map, from 1966. This map (See Figure 3), illustrates that the parcels were separate prior to 1966.
2) Incorrect street number for 110 West J Street in the Primary Record (DPR523). The address of the "Old Masonic Temple" is wrongly as 106 West J Street, despite the fact that the street address on the building, 110, is clearly visible in the photograph on the DPR form. This has led to many City documents that cite the "New Masonic Building" at 106 West J Street as a landmark when it is not.

There is ample evidence of its 2004 DPR incorrect address assignment. The correct address for the Old Masonic Temple at 110 West J Street is listed in the National Register of Historic Places, the California Register of Historical Resources, the Benicia Downtown Mixed-Use Master Plan, as well as the Benicia Historical Society's Historic Downtown Benicia Walking Tour. There is an engraved metal plaque on a plinth in front of the building citing its status as a California Historical Landmark.

3) Incorrect street number for 106 West J Street in the Primary Record (DPR523). The building is identified as 935 First Street rather than 106 West J Street. Because of this mistake, it is difficult to find the "real" 106 West J Street on City documents. Research has proven the address encompassing the full building is 106 West J. Street. Details uncovered in this research include:

   a) This consultant believes that the individual addresses of the three shopfronts along of the ground floor facing First Street, including the "935" address, were assigned to facilitate mail delivery to the businesses therein. However, the actual address of the entire building is 106 West J. St. The building is treated as a sole structure in all current legal documents.

   b) The existing numbers for the three commercial sub-units along this east-facing street frontage have changed over time. The 1891 Sanborn Insurance Map lists the three ground floor units as 3, 2 and 1 (south to north). The 1913 Sanborn Map lists them as 933, 937 and 999 First Street. (See Figure 4) Other buildings in the area are similarly arranged.

   c) The northern and southern storefronts on the ground floor still have different addresses. The southernmost is labeled "929" in modest letters, the middle bay is assigned 931, and while northernmost is crowned by a large number "935" above its main windows. (See Figure 5).

   d) The building is typical of a Benicia Street Wall Commercial Parapet Building, as defined in the DHCP, with private space on the second floor, the address of the entire building appears on all of the land transfer documents, as 106 West J St.

   e) It was evaluated as a single structure in the 2004 Survey. The survey notes: "Like many fraternal buildings of this period it was occupied on the lower story by retail spaces with the fraternal organizations offices and ceremonial spaces reserved to the second floor."[3]

   f) The Solano County Assessor-Recorder defines the entire building as "Mixed Use Commercial & Residential," thus defining the multiple uses of the single structure.

   g) There are no records of the ground floor addresses in the Solano County Assessor-Recorder's office because they are part of the 106 West J Street building.

This evidence should resolve any lingering questions about the identification of the two properties.

Loss of Integrity at 106 West J Street

The Roland-Nawi Associates Survey of 2004 identifies 106 West J St. by its correct APN, 89-043-090, in its documentation. This APN is seen on the DPR for the building, as is a photo of the building. The DPR can be downloaded in PDF form at the link in endnote 3, noted above. The DPR reads:

"Unfortunately, the building has been substantially altered by stuccoing of the front and north facades. Other changes include the removal or covering of part of the storefront clerestory and the replacement or veneering of the lower shop walls with used brick. The building has lost a great deal of it(s) integrity as a result of these changes."

It's critical to note that many additional losses to 106 West J Street's integrity were missed in the 2004 survey. This consultant believes that these omissions were due to the speed at which survey was produced, and because many additional resources are available to researchers in 2024. Further investigation discovered an even greater degree of loss of integrity than documented in the 2004 DPR. Please see Figure 6 for a photo of 106 West J Street from around 1900.

A revised DPR would include approximately 10 other examples of loss of integrity. Just a few of these losses not noted on the 2004 DPR include:

1. 106 West J Street once possessed a massive decorative cornice. This heavily modeled feature crowned the parapet and provided a striking visual "cap" to the otherwise plain rooflines. This was perhaps the most character-defining architectural feature of the building and it has been completely removed
2. The cornice was visually supported at intervals by ornamental, paired corbels. The locations of these corbels corresponded with vertical molding strips that divided the (ground plane) between the sets of arch-topped windows on the east and north second-story facades.
3. The horizontal strip beneath the sill level of the second-floor arched windows was visually divided by masonry "panels," further emphasizing the division between the first and second stories by demarcating the height of the upper windows above the floors on the second story. These panels have been removed
4. A horizontal molding ran continuously around both the east and north façades at the height of the springing of the arched tops of the paired windows.
5. The recessed entryway at the business labeled 935 First Street has been veneered with white marble, obscuring or destroying the original windows underneath.
6. A portion of the First Street façade below the storefront windows on the First Street elevation is finished with a brick bases. Such bases are defined and even pictured in the DCHP (page 39) as examples of "Inappropriate" finishes for commercial buildings in the Benicia Historic Overlay District.

7. The three recesses for the shopfront doors on the southwest front of the building once extended vertically all the way to meet the cornice that visually indicated the division between the first and second floors. At some point, the top portion of the entire façade was fitted with a continuous band of clerestory glazing just above door level, "filling in" the upper part of the recesses. This interrupted the clear architectural demarcation afforded by the full-height entry recesses.
8. The entry to the center ground floor unit has been moved north and now directly abuts the entry to the adjacent, north unit. The original position of the entry was directly below the central double-windows on the second floor. This change represents a major loss to the building's original architecture. The original design, and the depredations to its integrity listed in points 7 and 8 can be seen in Figure 6 and Figure 7.

None of these elements is included in the DPR. The building is still regarded as contributing structure to the Downtown Historic District overlay, but its loss of integrity precludes its designation as an individual Historic Resource or Landmark at the national, state or local levels based on the regulatory frameworks for each of these.

Regulatory Frameworks for Historic Resources

This section addresses the various regulatory statutes that may apply to Benicia's Historic Overlay District overlay in general, and more specifically 106 West J Street. Of importance is that this section is ordered from the Federal Level first, then continue to the California State statutes, then those defined in Benicia's Downtown Historic Conservation Plan (DHCP) version in effect when this project was undertaken in 2021.

Federal Regulatory Frameworks

National Historic Preservation Act

"The National Historic Preservation Act (NHPA) requires historic structures that would be affected by federal projects—or by work that is federally funded—to be documented to standards issued by the Secretary of the Interior. Each state would now have its own historic preservation office and was required to complete an inventory of important sites.[4] Eligibility for the National Register of Historic Places Act was defined under code 80 Stat. 915, 16 U.S.C. 470 et seq. It specifies that districts, sites, buildings, structures, and objects significant in American history, architecture, archeology, engineering, and culture should be evaluated for potential listing in the national register."[5] Properties eligible for consideration for local or state historic designation are not eligible for the National Registry unless they meet all the criteria for the National Register as well.

National Register of Historic Places

The National Register of Historic Places (NRHP) was created under the National Historic Preservation Act of 1966. The listings are managed by the National Park Service under the Department of the Its listings comprise all identified National Historic sites, including structures, objects, site, districts and linear features.

Standards for inclusion on the National Register were developed to be flexible These requirements are set forth in "National Register Criteria (Bulletin 15), and How to Complete the National Register Registration Form (Bulletin 16A).[6]

"For a property to be listed or determined eligible for listing on the National Register., it must be demonstrated as possessing integrity and meeting at least one of the following criteria. It must be demonstrated that the resource:

The quality of significance in American history, architecture, archaeology, and culture is present in districts, sites, buildings, structures, and objects that possess integrity of location, design, setting, materials, workmanship, feeling, and association, and:

A. *that are associated with events that have made significant contribution to the broad patterns of our history; or*

B. *that are associated with the lives of persons significant in our past; or*

C. *that embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or*

D. *that have yielded, or may be likely to yield, information important in prehistory or history."*

Note that the overarching regulation defining the potential eligibility of a resource is that of integrity.

Virtually all state and local ordinances on Historic Resources devolve from these requirements, though some also include criteria specific to the local conditions. The California State registry is virtually identical to the National Registry, and the City of Benicia has also stated that it wishes to conform to national and state requirements, including the California Environmental Quality Act (CEQA).

While not part of the official code, review of the April 2, 2024 City Council Meeting Agenda Items focusing on 106 West J Street, and conversations with Benicia Planning Manager Jason Hade indicate that the City of Benicia's governing body wishes to align the City's historic resources criteria with the State and National regulatory frameworks.

This commitment is also stated in the City of Benicia Downtown District Survey Summary and Recommendations, which states:

"Under the General Plan for Benicia it is a City goal to maintain an inventory that will meet the standards of the National Park Service and the State Office of Historic Preservation and enable the City to become a Certified Local Government."[7]

Eligibility of 106 West J Street for the National Register

While it is arguable that 106 West J St. might possess the attributes of "type and/or period" (under criterion C) as a contributor to the overall character of Benicia's Downtown Historic District, its significance is not of a national level. Most critically, its integrity is too compromised to qualify as an individual historic resource the National Register.

The Secretary of the Interior's Standards for the Treatment of Historic Properties (SOIS)

The U.S. Secretary of the Interior has established standards for the treatment of historic properties. The 1995 Secretary of the Interior's Standard for the Treatment of Historic Properties document outlines specific standards and guidelines for the preservation, rehabilitation, restoration, and reconstruction of historic properties. Unless a structure is undergoing a grant-in-aid project or applying for tax incentives, these standards are not regulatory.

"The Secretary of the Interior's Standards for the Treatment of Historic Properties are regulatory only for projects receiving Historic Preservation Fund grant assistance and other federally-assisted projects."[8]

The window replacement project at 106 West J St. did not request or receive federal funding or assistance, therefore the Standards are not regulatory for the replacement. Further, the National Park Service states:

"It is important to note that the Standards are not intended to be prescriptive, but instead provide general guidance. They are intended to be flexible and adaptable to specific project conditions to balance continuity and change, while retaining historic materials and features to the maximum extent feasible. Their interpretation requires exercising professional judgment and balancing the various opportunities and constraints of any given project. Not every Standard necessarily applies to every aspect of a project, nor is it necessary to comply with every Standard to achieve compliance as a whole."[9]

The windows replaced at 106 West J Street were not historic, therefore the Secretary of the Interior's Standards are not applicable, and there was nothing to retain.

And finally:

"These guidelines have no regulatory effect"[10]

These federal stipulations, in addition to the fact that the building is not in itself a historic resource, but a contributor to a district, render 106 West J Street exempt from The Secretary of the Interior's Standards.

State Regulatory Frameworks

California Register of Historical Resources

Qualifications for inclusion on the California Register of Historical Resources (CRHR) are almost entirely derived from the national standards, generally substituting "California" for "National." Guidelines for inclusion on the State Register are set forth in the California Office of Historic Preservation's "Technical Assistance Bulletin No. 7: How to Nominate a Resource to the California Register of Historical Resources." These are:

"An historical resource must be significant at the local, state, or national level, under one or more of the following four criteria:

1. *It is associated with events that have made a significant contribution to the broad patterns of local or regional history, or the cultural heritage of California or the United States;*
2. *It is associated with the lives of persons important to local, California, or national history;*
3. *It embodies the distinctive characteristics of a type, period, region, or method or construction, or represents the work of a master, or possesses high artistic values; or*
4. *It has yielded, or has the potential to yield, information important to the prehistory or history of the local area, California, or the nation.*

In addition to having significance, resources must have integrity. Integrity is the authenticity of an historical resource's physical identity as evidenced by the survival of characteristics or historic fabric that existed during the resource's period of significance. To be eligible for listing, resources must retain enough of their character or appearance to be recognizable as historical resources and convey the reasons for their significance. Historical resources that have been rehabilitated or restored may be evaluated for listing."[11]

Again, the property at 106 West J Street in Benicia is rendered ineligible for individual nomination to the CRHR due to its loss of integrity.

Eligibility of 106 West J Street for California Register

While it is arguable that 106 West J St. might possess the attributes of "type and/or period" as a contributor to the overall character of Benicia's Downtown Historic District, its significance is not of a national level and its integrity is too compromised to qualify for the CRHR without a full rehabilitation or restoration.

California State Landmarks

Designated California Historical Landmarks are numbered sequentially as they are listed by the State Historical Resources Commission. California Historical Landmarks numbered 770 and above are automatically listed in the California Register. According to California Public Resources Code (PRC) § 5031(a), to be eligible for California Historical Landmark designation, a property must be of statewide historical importance and must demonstrate its statewide significance by meeting one of the following three requirements:

1) *The property is the first, last, only, or most significant historical property of its type in the region;*

2) *The property is associated with an individual or group having a profound influence on the history of California;*

3) *The property is a prototype of, or an outstanding example of, a period, style, architectural movement, or construction, or if it is one of the more notable works, or the best surviving work, in a region of a pioneer architect, designer, or master builder.*

The 106 West J Street building does not meet any of these criteria.

California Environmental Quality Act

The 2021 window replacement project at 106 West J Street is exempt from The California Environmental Quality Act (CEQA). CEQA is state legislation (codified at Public Resources Code [PRC] § 21000 et seq.). The law is intended to inform government decisionmakers and the public about the potential environmental effects of proposed activities and to prevent significant, avoidable environmental damage.[12]

For CEQA purposes, is exempted under the "common sense" statute. This regulation stipulates that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The simple replacement of windows presents no possibility that this project may have a significant effect on the environment; therefore, the activity is not subject to CEQA.[13]

Not only is this finding of the exemption objectively correct, it will also save the City of Benicia, as Lead Agency, a costly series of required steps, including commissioning an Environmental Impact Report. (Article 5. Preliminary Review of Projects and Conduct of Initial Study, CEQA Guidelines secs. 15060 TO 15065).

The California Built Environment Resource Directory (BERD)

The California Built Environment Resource Directory (BERD) is designed to capture an up-to-date list of resources either currently on or eligible for the California Register. Due to the ever-changing nature of the historic preservation landscape, it is not canonical. However, by comparing the absence of properties included on the list with properties on the list that were surveyed at approximately the same time, it is possible to discern whether the subject property is regarded as an historic or potential historic resource. There are 105 Benicia properties on the

current BERD. The following table includes all the Benicia properties listed in the Solano County section of the BERD. The data has been reformatted for legibility in this report, but has not been edited. (See Figure 8).

The Old Masonic Hall at 110 West J Street is listed as a Historic Landmark. The New Masonic Hall is not listed.

Local Regulatory Frameworks

Benicia Downtown Mixed-Use Master Plan (DMUMP)

The Benicia Downtown Mixed-Use Master Plan (DMUMP) was adopted by the City of Benicia in September 2007. It provides a focused look at issues and opportunities related to land use and physical development within Benicia. The DMUMP includes sections that overlaps with the Benicia's Downtown Historic Conservation Plan (DHCP). For instance, the Old Masonic Hall is listed in the DMUMP as a landmark building, including its correct address. However, the DHCP is the overarching document regarding Historic Preservation within Benicia.

The Downtown Historic Conservation Plan

The City of Benicia has adopted a set of design guidelines for its locally designated historic districts. These guidelines are set forth in the Downtown Historic Conservation Plan, or DHCP. For this report, the version of the DHCP in effect at the time of the project, 2021, will be used.

The DHCP, originally produced in 1990 and revised several times since, is of excellent quality, having Sally B. Woodbridge as one of its lead authors. The late Ms. Woodbridge was a highly respected Bay Area historian and author of several books that have become definitive research sources.

The DHCP starts by summarizing the historical development of the built environment of Benicia, and goes on to discuss the reason for, purpose and background of the plan itself. The document then describes some of the types of historic buildings common in Benicia. The New Masonic Hall is of "Type 1: Street Wall Buildings with Parapet," per the DHCP.

The DHCP's section on methodology again echoes the criteria for national- and state-eligible historic buildings. It says, "The second criterion, architectural integrity, requires that buildings retain enough of their original materials and stylistic character to convey a strong impression of their period. Those buildings which, through alterations, additions, and deterioration no longer convey a strong impression of their style or period have lost their integrity."[14]

To correctly assess the 106 West J St. building, its status as a contributing structure in the Downtown Historic Overlay must be confirmed. As described in detail earlier in this report, its status is made clear in the 2004 Roland-Nawi Associates survey, which assigned the building a "contributing," (not a "historic resource" or "landmark") resource code. This is the survey utilized by the current DHCP, and is definitive.

The City of Benicia Downtown Historic District Survey and Recommendations states: "Landmarks are defined as buildings which are recognized through listing on a national or state register or list or which were identified as Landmarks in the Benicia Historic Survey. Potential Landmarks were defined as buildings which needed more research. Contributing buildings were defined as buildings of an age and/or [that are] representative of common styles and building types in the district, but which are not outstanding enough to merit individual recognition."[15]

The DPR for 106 West J St., which, as shown previously, features the correct APN and a photo of the correct building in the DPR, but the wrong address of 935 First St.

Benicia's list of "Downtown Historic Properties" lists the New Masonic Building, with its correct APN, 89-043-090, as a contributing resource, but again uses the incorrect address.[16] (See Figure 9, where the New Masonic Building listing is indicated with a red box). This entry is labeled "C" for "contributing.

DHCP Guidelines:

The DHCP provides guidelines for any changes to buildings in Benicia historic overlay districts.

Although most alterations to buildings within such a district, some were exempted within the DHCP. While these alterations still required appropriate permitting, which was not obtained before this project, some were exempt from the design review process.

"Applicability and Exemptions

The policies outlined above with respect to the design review process apply equally to individual designated landmark properties as well as all structures and sites in designated historic districts. Replacement of existing building features or elements with identical ones and routine maintenance are exempt from design review as are repairs of emergency nature to rehabilitate an unsafe building. Painting is administrative review for nonhistorical single-family residences and duplexes in the Central Area only. The following are specific examples of routine maintenance and repairs which are exempt from design review. These examples apply only to designated historic structures.

- Painting
- Reroofing with the same material
- Replacement of existing siding or trim or siding or trim of the same material and appearance
- Replacement of existing windows or doors with windows or doors of the same dimension, finish and overall appearance
- Other repairs or replacements as determined by planning staff."[17]

Applicability and Exemptions

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- Painting
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- Replacement of existing windows or doors with windows or doors of the same dimension, finish and overall appearance
- Other repairs or replacements as determined by planning staff.

Exemptions provisions for windows with requirements in the Benicia DHCP

Note: This provision, which was present in the contemporary version of the DHCP available when the project was undertaken, has now been removed. Interpretation of this project should be considered in light of the then-current DHCP.

The replacement vinyl windows exactly duplicated the older aluminum windows' dimensions and overall appearance. Although the finish could not be anything but different given the differing materials, the change in the appearance of the windows is virtually undiscernible.

Photos taken before and after the 2022 window replacement, including images from Google Street View in 2007, 2008, 2011, 2016, 2018, 2019, 2021 and 2023 show that they are nearly indistinguishable.

The DHCP also features design guidelines for historic structures and structures that contribute the historic district. The document stipulates that (the guidelines) "are applicable to all landmarks and potential landmarks, to contributing buildings and to potentially contributing buildings to the extent that it is still feasible to implement them. Therefore, their application to this last group of buildings would be more discretionary."[18]

This is a crucial statement. First, it notes that guidelines are to be applied as "it is still feasible to implement them." It was no longer feasible to replicate the unknown original windows. The

composition, design, construction techniques and finish of the original 1888 windows is not known. Although it is not pertinent to the replacement windows discussed here since the project is exempt from SOIS, The Secretary of the Interior's Guidelines caution against speculative reconstruction. For replacement of missing features, the guidelines recommend against

"Creating an inaccurate appearance because the replacement for the missing feature is based upon insufficient physical or historic documentation; is not a compatible design, or because the feature did not coexist with the features currently in the setting."[19]

Appendix Six to the Secretary of the Interior's Standards also asserts that "Replacement of missing features will be substantiated by documentary and physical evidence."[20]

The cited DHCP text also underscores that if a Benicia building is not eligible for landmark status, it can be treated with more flexibility. These provisions relate to the guidelines in the Benicia Municipal Code 17.108.030(B)—Review Responsibilities in an H Historic Overlay District.

Relevant Local Meetings and Documents

On August 26, 2021, a few months before the windows were installed, a Staff Report was presented to the city's Historic Preservation Review Commission. A portion of that report addressed window replacements in historic resources:

"To date, the City has not been able to conclude that replacement vinyl or aluminum clad windows can replicate the "dimension, finish and overall appearance" of wood windows. Recent advances in material technology have resulted in alternate window materials that present durability advantages, can closely match the appearance of wood windows, and may meet the guideline requirements for a painted finish. Accordingly, the HPRC has recently approved composite replacement windows for properties that are considered Historic District contributors in the Downtown Historic District, in a limited application. However, the unique factors of these windows, such as whether the specific model may retain paint or may accommodate the addition of an ogee lug to match the historic appearance, require a level of review and discretion beyond what might otherwise be appropriate for an exemption."[21]

The windows at 106 West J Street had already undergone significant loss of integrity before their replacement in 2022, and it would not be possible to restore them to their appearance during the building's "period of significance," defined the DHCP as 1847-1940. The windows installed prior to their 2022 replacement were already aluminum replacements of the originals. The original windows were almost certainly made of wood. Unfortunately, there is insufficient documentary or photographic evidence to determine the exact type, design details or construction techniques used in the original windows. Replications of these are necessary for adherence to historic preservation standards. The current owner of 106 West J Street exactly duplicated the rail and stile configuration of the lower, rectangular windows present when he purchased the building.

The features around and above the new windows are historic. The existing wood exterior casing is quite deep and elaborate. This casing is old, possibly original and was not disturbed in the window replacement. Nor were the smaller lites in the arch above the main windows. Those panes also may be original, or perhaps only the glass has been replaced as necessary within the existing muntins. Because of these two factors, only the outside frames and central stile of the new, replaced windows are visible from the street. Because these are set deep within their historic frames, they comprise a fraction of the entire section of the window installation and are commensurately unobtrusive. (See Figure 10Figure 11).

Most Recent Hearing Regarding the Project, April 2, 2024

The project was discussed most recently in a City Council Meeting on April 2, 2024. After a thorough and detailed discussion and public comments that were universally supportive of retaining the new windows, the City Council resolved that the owner should retain a qualified architectural historian to evaluate 106 West J Street, primarily with regard to its possible exemption from the Secretary of the Interior's Standards for Treatment of Historic Properties (SOIS). This was agreed to by all parties.[22]

Conclusions and Recommendations

Through use of the National, State and City of Benicia regulatory frameworks, it can be determined that 106 West J St. does not qualify as an individual historic resource. It lacks features that qualify it for local, state or national registers. Further and most critically, it has experienced substantial degradation of its integrity since its Period of Significance, rendering it ineligible for consideration for registry status. It is, however, a contributing resource to the Benicia Downtown Historic Overlay.

Conclusions

This report has shown the following:

1) Detailed investigation uncovered and explained clerical errors in the 2004 Roland-Nawi Associates Benicia Downtown Historic District survey were promulgated through City records for the past 20 years. These errors included failure to accurately assign the correct, distinct Parcel Numbers to the two adjacent plots at 106 and 110 West J Street

2) The survey also assigned the incorrect addresses to both the Old Masonic Hall at 110 West J Street and the New Masonic Hall at 106 West J Street

3) Extensive loss of integrity at 106 West J Street was described, including substantially more deterioration and loss of architectural character than was documented in the 2004 survey

4) The "New Masonic Hall" building at 106 West J Street, Benicia, CA is not included, nor eligible to be included on the National Register of Historic Places. As such, it is not subject to requirements imposed by inclusion on the National Register

5) The property is exempt from evaluation under The Secretary of the Interior's Standards for the Treatment of Historic Properties (SOIS). It is exempt because: no stakeholder is applying for federal monies to support the project, it was not feasible or even possible to retain historic materials on the windows because they had already been replaced with non-historic windows, the SOIS guidelines are not regulatory, and Benicia's "New Masonic Hall" is not a listed individual historic resource at any level

6) The "New Masonic Hall" building at 106 West J Street, Benicia, CA is not included, nor eligible to be included on the California Register of Historical Resources (CRHR). Thus, it is also not bound by rules encompassing resources on the state register.

7) The "New Masonic Hall" building at 106 West J Street, Benicia, CA is exempt from the California Environmental Quality Act governing alterations to historic properties because of the "common sense" statute

8) The "Old Masonic Hall" building at 110 West J Street, Benicia, CA is listed on both the National Register and the California Register. It is also included in the California Built Environment Resource Directory (BERD)

9) The "New Masonic Hall" building at 106 West J Street, Benicia, CA currently is not included in The California Built Environment Resource Directory (BERD)

10) The "New Masonic Hall" building at 106 West J Street was designated as a contributing resource to the Benicia Downtown Historic Overlay District in the 2004 Roland-Nawi Associates Survey. Subsequently, it was entered under the wrong address on the list of Benicia's Downtown Historic Properties

11) The "New Masonic Hall" building at 106 West J Street is subject to the provisions of the Benicia Downtown Historic Conservation Plan governing "contributing resources" to the Downtown Historic District Overlay

12) In its memo of August 26, 2021, Benicia's Historic Preservation Review Commission acknowledged that "advances in material technology have resulted in alternate window materials that present durability advantages, can closely match the appearance of wood windows, and may meet the guideline requirements for a painted finish," and that such materials could be considered appropriate for historic structures

Recommendations

1) As the "New Masonic Hall" building at 106 West J Street is a contributing resource to a district, not an individual historic resource, civic authorities can treat it with greater flexibility than buildings that are distinguished as unique historic resources

2) The "New Masonic Hall" has undergone a major loss of integrity, and details of the original details, designs and exact materiality is not known. Further, the windows replaced in 2022 were defective and ahistoric. Thus, it is not feasible to return the windows to their original state. The change in the appearance of the building following installation of the new windows is nearly undetectable due to the close adherence to the dimensions, color and overall appearance of the prior windows, in addition to their placement within deep, detailed and historic apertures. For these reasons it is recommended owner should be allowed to retain the likely superior performing windows, which adhere to almost all of the DHCP's requirements, excepting "finish," because they are not aluminum windows. However, the city's own past Historic Preservation Review Commission was already supportive of the potential use of high-performing composite-material windows. So, it is recommended that the new windows not be rejected on the basis of material

3) Based on the discoveries in this report, the supporting documentation, and the discussions at the Benicia City Council Meeting on April 2, 2024, this consultant recommends that the owner be allowed to retain the windows installed in 2022. These windows certainly provide better protection for the contributing resource building than the previous, non-historic windows; and are virtually identical in appearance

4) The owner of 106 West J Street, Benicia CA should work with the City to apply for a retroactive permit and work in cooperation with the City to determine the cost of such a permit

5) New Primary Record (DPR523) forms should be created for both 106 and 110 West J Streets; the "New" and "Old" Masonic Halls. Any copies of the factually incorrect forms should be removed from the City's online presence, and filed hardcopies should be marked as superseded

6) The City's list of Downtown Historic Properties should be edited so that the "Old Masonic Hall" at 110 West J Street is correctly listed as a landmark. The address of the "New Masonic Hall" should be corrected to be 106 West J Street, and retain its designation as a contributing resource

7) An effort should be made to correct the various online resources that have used the incorrect addresses for the two buildings. All references to the "Old Masonic Hall" should be corrected to 110 West J Street, and all references to the "New Masonic Hall" to 106 West J Street

In conclusion, this consultant would like to restate that it is abundantly clear that both the owner and the City of Benicia's representatives have spent many hours and much effort to produce clear and detailed documentation and analysis for the project at 106 West J Street. These resources were very helpful, as will be evident in the endnotes to this document. I would like to offer my thanks and appreciation for all of the work you have done.

Figures

Figure 1. Typical Water Damage Around Windows at 106 West J Street Prior to 2022 Replacement

Figure 2. Gaps with Failing Mortar Next to Aluminum Windows Due to Water Intrusion

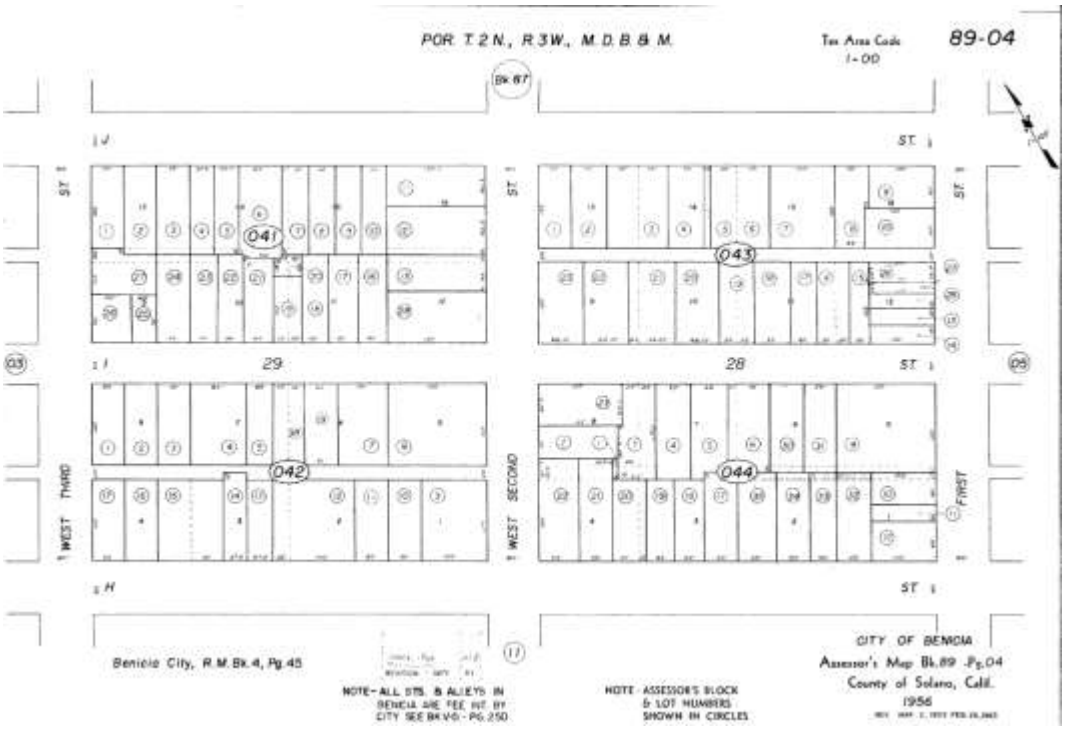

Figure 3. 1966 Solano County Assessor-Recorder's Parcel Map Showing 106 and 110 West J Street as separate parcels with different APNs.

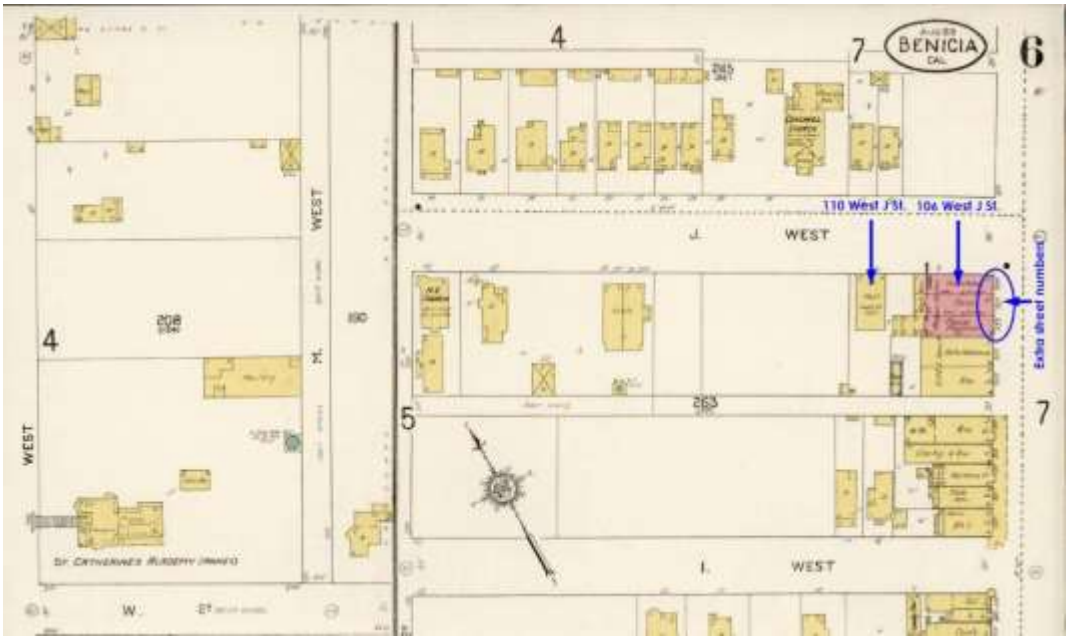

Figure 4. 1913 Sanborn Fire Insurance Map illustrating three different addresses on First St. side of 106 West J Street and New Masonic Hall above.

Figure 5. Photos of Current Renumbered Ground Floor Street Addresses

Figure 6. Late 19th or Early 20th c. Photo of 106 West J Street. Source: Benicia Historical Museum

Figure 7. 1965 Image of 106 West J Street Illustrating Loss of Integrity: Lost cornice, corbels, trim at springing of the arches, “box” trim under windows. Added band of clerestory windows above entry recesses. Relocation of central entryway north to abut adjacent entry.

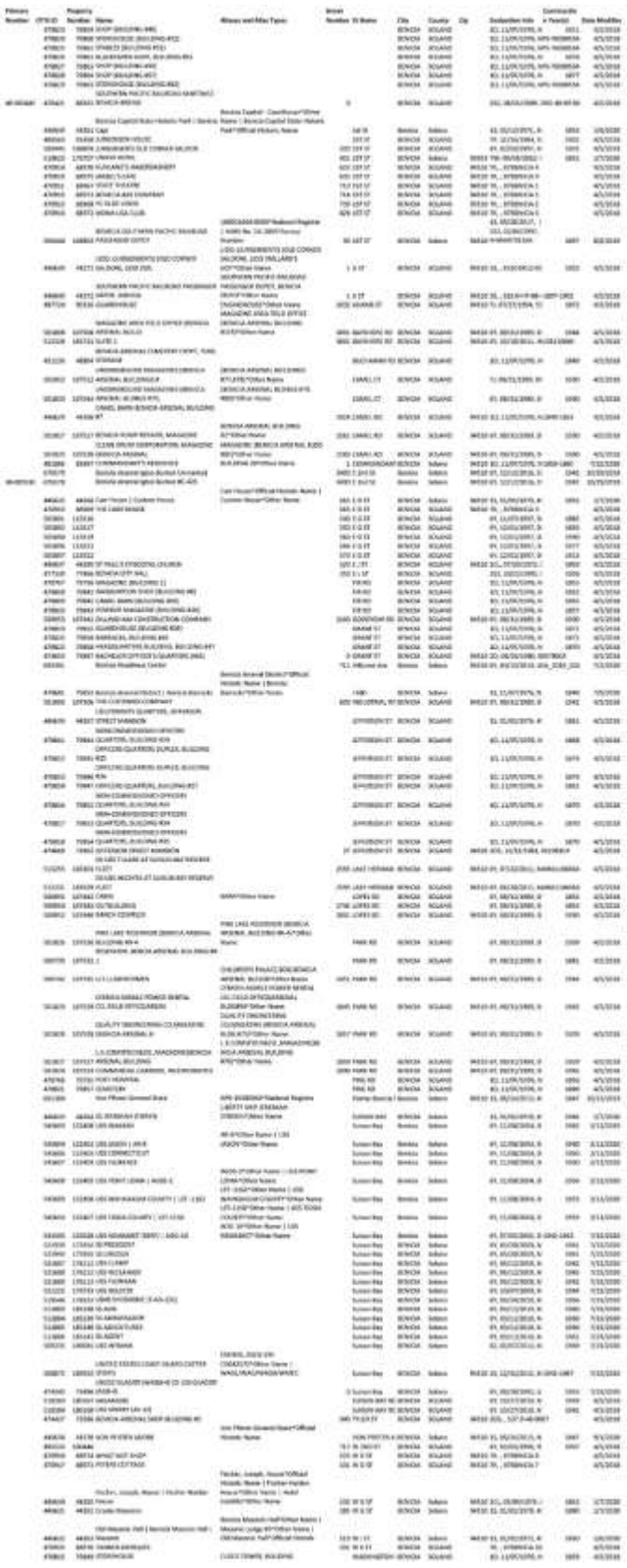

Figure 8. Current list of Benicia sites on California's Built Environment Resources Directory

0089-052-200	820	First Street	C
0089-052-010	828	First Street	L
0089-043-140	901-903	First Street	C
0089-043-130	905-907	First Street	C
0089-043-270	915	First Street	C
0089-043-260	917-919	First Street	C
0089-043-090	935	First Street	C
0088-142-120	1036	First Street	C
0088-142-110	1040	First Street	C
Second Street			
0089-343-010	600	E. Second Street	6L
0089-343-020	610	E. Second Street	6L
0089-343-030	622	E. Second Street	C
0089-343-040	640	E. Second Street	C
0089-111-250	717	W. Second Street	C

Figure 9. APN 089-043-090 (106 West J Street) Listed as "C," or a Contributing Resource to a Historic District in Benicia's List of Historic Resources

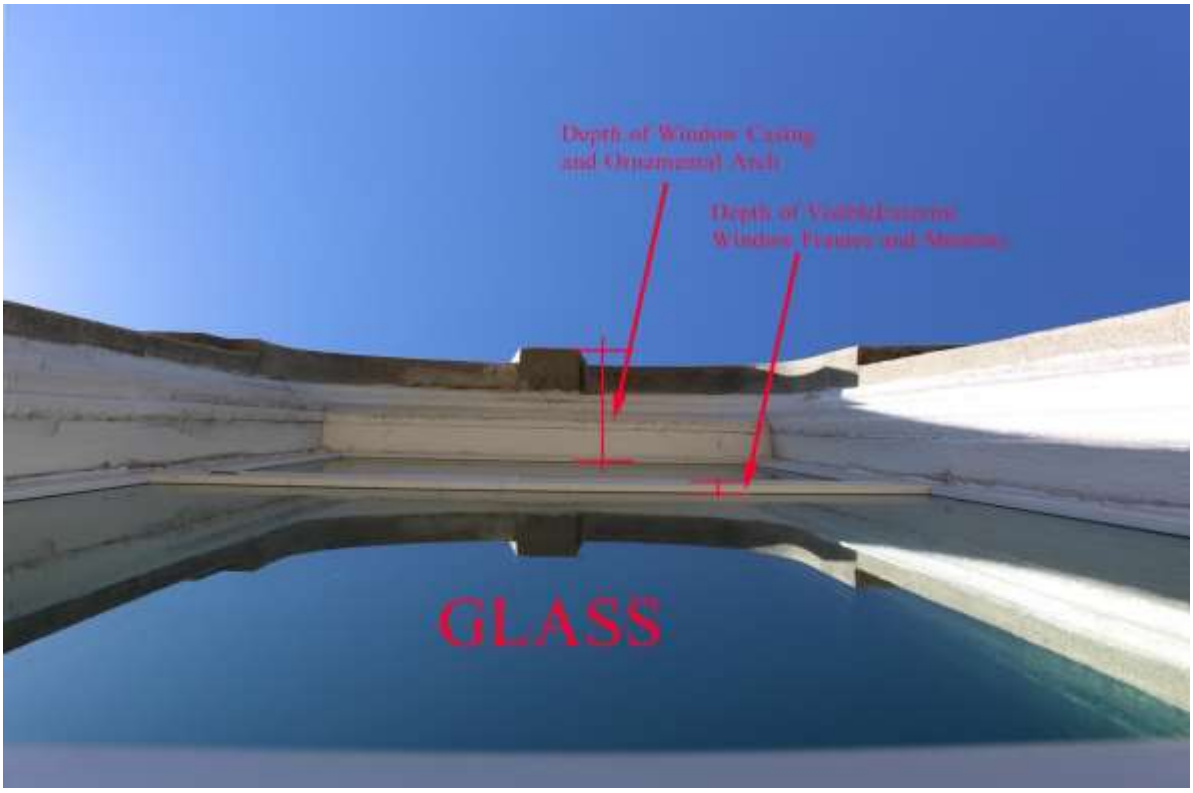

Figure 10. Thicknesses of New Window Exterior Frames and Surrounding Vintage Casing and Ornamental Arch

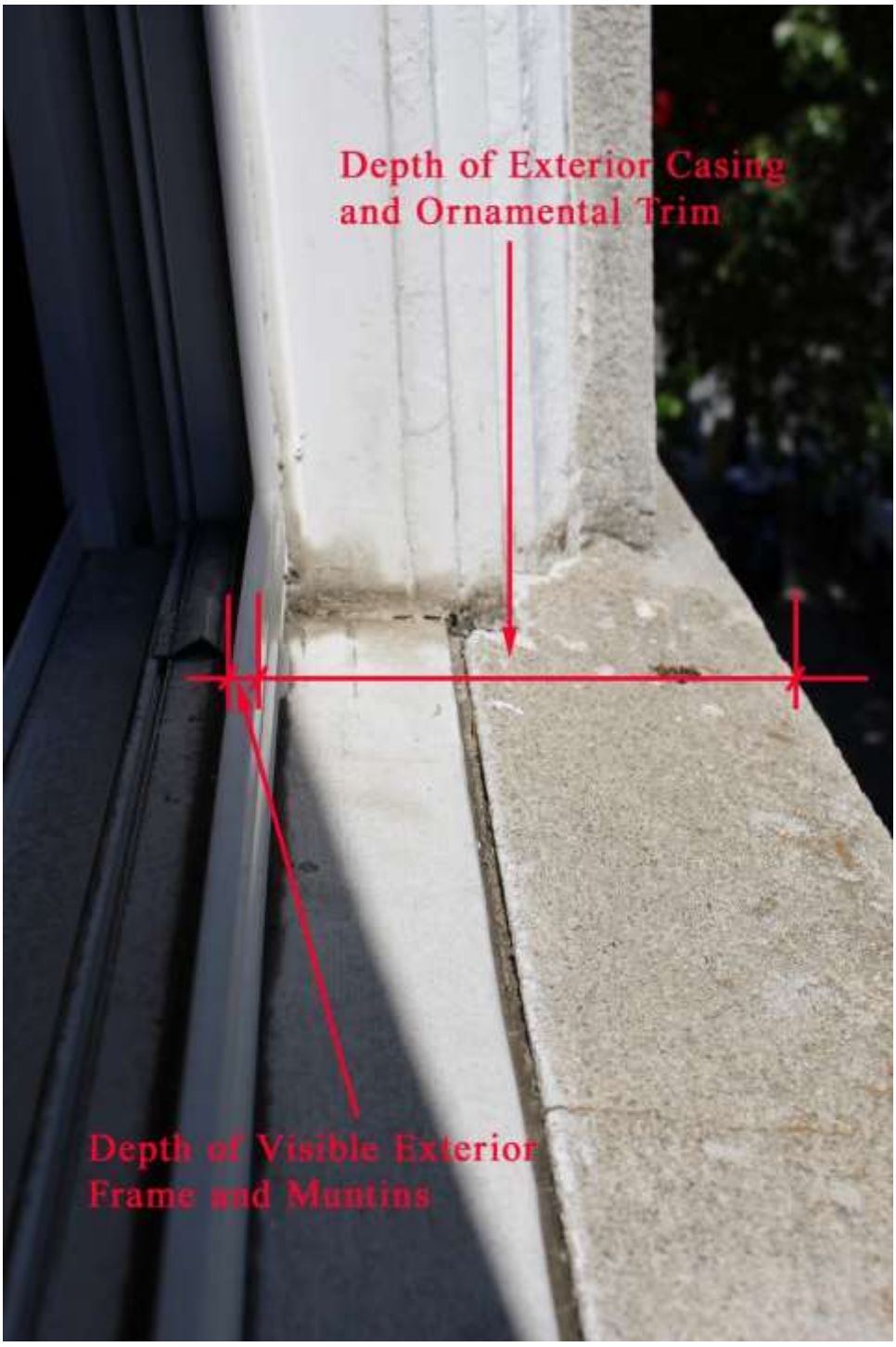

Figure 11. Relative Depths of Visible New Window Frame and Vintage Casing

Notes

[1] Woodbridge, Sally B., and Cannon Design Group, Downtown Historic Conservation Plan § Benicia, CA (1990-2023), 4.
[2] Roland-Nawi Associates, "City of Benicia Downtown District Survey Summary and Recommendations," accessed November 1, 2024, https://www.ci.benicia.ca.us/vertical/sites/%7BF991A639-AAED-4E1A-9735-86EA195E2C8D%7D/uploads/Survey_report_summary_and_recommendations.pdf. 5, 8
[3] Carol Roland, Department of Parks and Recreation (DPR) Primary Record "New Masonic Lodge," accessed November 1, 2024, https://tinyurl.com/2s3p63jv. (This URL has been shortened for convenience using tinyurl.com). 1.
[4] "National Historic Preservation Act." National Parks Service. Accessed November 1, 2024. https://www.nps.gov/subjects/historicpreservation/national-historic-preservation-act.htm.
[5] "16 U.S.C. 470." U.S. General Services Administration. Accessed November 1, 2024. https://www.gsa.gov/reference/statutes/national-historic-preservation-act-of-1966.
[6] National Park Service. National Register Bulletin No. 15: How to Apply the National Register Criteria for Evaluation. National Park Service, 1995, p. 44.
[7] Roland-Nawi Associates, "City of Benicia Downtown District Survey Summary and Recommendations," accessed November 1, 2024, https://www.ci.benicia.ca.us/vertical/sites/%7BF991A639-AAED-4E1A-9735-86EA195E2C8D%7D/uploads/Survey_report_summary_and_recommendations.pdf. 5
[8] National Park Service, and National Park Service, The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, & Reconstructing Historic Buildings § (2017).1.
[9] "The Secretary of the Interior's Standards for the Treatment of Historic Properties." National Parks Service. Accessed November 1, 2024. https://www.nps.gov/orgs/1739/secretary-standards-treatment-historic-properties.htm.
[10] National Park Service, 63 Federal Register, The Secretary of the Interior's Standards and Guidelines for Federal Agency Historic Preservation Programs Pursuant to the National Historic Preservation Act § (1998).
[11] California Office of Historic Preservation. *Technical Assistance Bulletin No. 7: How to Nominate a Resource to the California Register of Historical Resources*. California Office of State Publishing, September 4, 2001.
[12] California, State of. "CEQA: The California Environmental Quality Act." CEQA: The California Environmental Quality Act - Office of Land Use and Climate Innovation. Accessed November 1, 2024. https://lci.ca.gov/ceqa/.
[13] Cal. Code Regs. Tit. 14, § 15061(b)(3), the "Common Sense" Exemption
[14] Woodbridge, Sally B., and Cannon Design Group, Downtown Historic Conservation Plan § Benicia, CA (1990-2023), 5.
[15] Roland-Nawi Associates, "City of Benicia Downtown District Survey Summary and Recommendations," accessed November 1, 2024, https://www.ci.benicia.ca.us/vertical/sites/%7BF991A639-AAED-4E1A-9735-86EA195E2C8D%7D/uploads/Survey_report_summary_and_recommendations.pdf.
[16] City of Benicia, "Downtown Historic District," accessed November 1, 2024, https://www.ci.benicia.ca.us/vertical/sites/%7BF991A639-AAED-4E1A-9735-86EA195E2C8D%7D/uploads/Downtown_Historic_Properties.pdf
[17] Woodbridge, Sally B., and Cannon Design Group, Downtown Historic Conservation Plan § Benicia, CA (1990-2023), 37.
[18] Woodbridge, Sally B., and Cannon Design Group, Downtown Historic Conservation Plan § Benicia, CA (1990-2023), 25.
[19] "The Secretary of the Interior's Standards for the Treatment of Historic Properties." National Parks Service. Accessed November 1, 2024. https://www.nps.gov/orgs/1739/secretary-standards-treatment-historic-properties.htm. 146
[20] The Secretary of the Interior's Standards for the Treatment of Historic Properties, Appendix 6. National Parks Service. Accessed November 1, 2024. https://www.nps.gov/orgs/1739/secretary-standards-treatment-historic-properties.htm. 2.
[21] City of Benicia. Historic Preservation Review Commission and Staff, Zoning Administrator's Interpretation of Design Review Exemption for Windows in the Historic Districts § (August 26, 2021). 2.

AGENDA ITEM
CITY COUNCIL MEETING DATE – APRIL 2, 2024
BUSINESS ITEM

TO : City Manager

FROM : Community Development Director

SUBJECT : **APPEAL OF A PLANNING COMMISSION DECISION ON A DESIGN REVIEW APPLICATION FOR 106 WEST J STREET**

EXECUTIVE SUMMARY:

The property owner, Steffan Schulz, has proposed an after-the-fact design review approval of eleven (11) triple-hung Unplasticized Polyvinyl Chloride (UPVC) vinyl windows, on the front (north) and side (east) façades, at the second story of the building. The structure is designated as a historic resource (landmark) in the Downtown Historic Conservation Plan (DHCP).

Following denial of the application by the Historic Preservation Review Commission (HPRC) on November 16, 2023, and denial of the appeal by the Planning Commission on February 8, 2024, the property owner (appellant) filed an appeal of the Planning Commission's decision on February 20, 2024. The appeal was filed in accordance with Chapter 1.44 of the Benicia Municipal Code (BMC).

RECOMMENDATION:

Adopt a resolution (Attachment 1) denying the appeal and upholding the Planning Commission's decision to uphold the HPRC decision to deny the Design Review application for 106 West J Street, after a public hearing and determination that the action is exempt from CEQA.

BUDGET INFORMATION:

Approval or denial of the design review application would not have a direct budgetary impact.

PUBLIC NOTICING:

The appeal of the Planning Commission's decision was submitted on February 20, 2024. BMC Section 1.44.090 (Notice of appeal, rehearing or review), BMC section 17.108.040(C)(2) (Notice and public hearing), and California Government Code Section 65091 govern the noticing requirements for this appeal. Accordingly, notice provided as follows:

February 20, 2024	Appeal was submitted.
February 22, 2024	The appeal was deemed complete.
March 8, 2024	Notice posted within City Hall.
March 15, 2024	Notice posted at the project site.
March 17, 2024	Notice posted in the Benicia Herald.
March 22, 2024	Public hearing notices were mailed.
April 2, 2024	Public hearing before the City Council

In accordance with BMC Chapter 1.44, the City Council's decision is final.

PROJECT DESCRIPTION:

The masonry historic landmark building known as the "New" Masonic Lodge, was constructed circa 1900, and addressed as 935 First Street for the purposes of preparing the City's Department of Parks and Recreation (DPR) historic property survey form in 2004. 106 West J Street is addressed and located on the upper floor of "New" Masonic Lodge at 935 First Street, as specified in the Clarifying Memo re: 106 West J Street & 935 First Street (dated October 23rd, 2023) (Attachment 2).[1]

The subject property is a historic commercial and masonic lodge building located at the southwest corner of First Street and West J Street. The property is bounded by commercial and assembly uses. The site is relatively flat with a small landscape area along the front façade. Two mature canary island date palm trees are located on the West J Street frontage along with a historical marker. The property adjoins an alley and the original historic Masonic Temple building along the rear property line and provides paved parking for approximately three vehicles.

Figure 1 – Location Map

[1] The "New" Masonic Lodge is part of a Masonic Lodge complex, which includes the "Old" Masonic Lodge structure, which was constructed circa 1850, and is an adjacent Greek Revival historic landmark building located at 110 West J Street.

In 2022, the applicant replaced existing upper floor aluminum windows with new vinyl windows without first receiving design review approval. The design review application was submitted on February 27, 2023 to comply with the design review requirements of the historic district.

Figure 2 – 106 West J Street (2004 DPR Form Image)

Figure 3 – 106 West J Street (Present Day Image)

Figure 4 – Pre-Window Replacement (left) and Post-Window Replacement (right) front elevation (fronting First Street)

Figure 5 –Pre-Window Replacement (left) and Post-Window Replacement (right) side elevation (fronting West J Street)

Historic Property Information

The subject property is designated as a Historic Landmark Building in the Downtown Historic Conservation Plan (DHCP). Descriptions of the structure were provided as part of the survey process for the Downtown Historic District provided by Roland-Nawi Associates (see DPR Form 523A, Attachment 3):

> "The Masonic Lodge is a two-story rectangular plan building of imposing proportions. Like many fraternal buildings of this period it was occupied on the lower story by retail spaces with the fraternal organizations offices and ceremonial spaces reserved to the second floor. The building has a flat roof. It is visually divided into three bays by vertical trim details. This emphasizes the building's organization into three shop spaces at the first floor level and three symmetrically arranged banks of long arched windows above.

The elongated front upper story windows have six lights and are emphasized by applied terra cotta arches which have been covered on the front by stucco. The north façade of the building repeats the tripartite window arrangement on the second story with small terra cotta trimmed window openings on the first floor. The lower shops each have a recessed entry and canted display windows. A vertically emphasized clerestory above the shop windows has been partially covered. The building is of brick masonry construction, but has been partially stuccoed. The blank brick south elevation indicates that at the time of its design and construction it abutted directly against another building."

Various historic images of the building are provided for reference, below.

Figure 6 – "New" Masonic Lodge Historic Image (Undated #1)

Image Provided By: Museum of History Benicia

Figure 7 – "New" Masonic Lodge Historic Image (Undated #2)

Image Provided By: Museum of History Benicia

Figure 8 – "New" Masonic Lodge Historic Image (Circa 1940s)

Image Provided By: Museum of History Benicia

Figure 9 – "New" Masonic Lodge Historic Image (1965)

Image Provided By: Museum of History Benicia

BACKGROUND:

Chapter 1.44 BMC provides procedures for appeals and states that an appeal of a decision of the HPRC shall be made to the Planning Commission. Similarly, an appeal of a decision of the Planning Commission shall be made to the City Council. An appeal hearing shall consist of a new (i.e., *de novo*) hearing on the matter based on the following evidence:

1. Any relevant evidence, including staff reports, etc., submitted at the time of the prior decision and at the appeal hearing, and
2. Findings, if any, and decision of the person or body whose decision is being appealed.

De novo review means that the City Council may weigh all evidence, documentation, recommendations, and comments anew and need not determine whether the Commissions decided erroneously. Additionally, Section 1.44.040(E) of the BMC states that, "if the original decision being appealed involved issuance of any permit, license, or other entitlement or approval or requested some action by the city, the applicant for the original decision shall have the burden of proof to support the granting of the requested issuance, approval, or action at the appeal." The applicant for the original decision is the property owner, Steffan Schulz.

A brief summary of the design review hearing and first appeal hearing are described below, followed by an analysis of the appeal to the City Council that is the subject of this hearing.

Design Review in the Downtown Historic District

The HPRC is responsible for conducting design review of restoration, remodeling, and development projects in historic overlay zones in accordance with the Benicia Municipal Code (BMC) and the Secretary of the Interior's Standards for the Treatment of Historical Properties. The HPRC is required to ensure that these projects comply with the criteria in the general plan as well as the adopted historic conservation plans for each district, and must support its decisions with specific findings based on these criteria. The DHCP is the adopted historic conservation pertaining to the subject property. The DHCP provides design guidelines that address various aspects of historic preservation, rehabilitation and integrity, including façade elements, details, materials, and colors. Generally, except for maintenance and repair activities, exterior alterations to properties within the district must be reviewed for consistency with the adopted design guidelines of the DHCP.As stated above, consistency with the DHCP is a required finding for the approval of exterior alterations in the Downtown Historic District.

Additionally, the BMC requires that projects conform to the stated purposes of design review provided in section 17.108.010:

A. Ensure that the location and configuration of structures are visually harmonious with their sites and with surrounding sites and structures, and do not unnecessarily block scenic views from other buildings or public parks or dominate their surroundings to an extent inappropriate to their use;
B. Ensure that the architectural design of structures, their materials and colors are visually harmonious with surrounding development and with the natural landforms and vegetation of the areas in which they are proposed to be located;
C. Ensure that plans for the landscaping of open spaces conform with the requirements of this title, and that they provide visually pleasing settings for structures on the site and on adjoining and nearby sites and blend harmoniously with the natural landscape;
D. Prevent excessive and unsightly grading of hillsides, and preserve natural landforms and existing vegetation where feasible;
E. Ensure the provision of adequate, safe and efficient parking and circulation areas, which conform to the requirements of this title;
F. Provide a functional, efficient, and attractive site design which is sensitive to existing uses in the area and to the topography and conditions of the site;
G. Ensure that new development is consistent with specific design guidelines developed for use within the community, where applicable, and to any specific plan or planned development plan.

BMC Section 17.54.100.B states that the HPRC shall “consider the proposed […] alteration in the context of […] the architectural or historical value and significance of the site and structure in relation to the overlay district.” These considerations shall include the visual relationship of proposed architectural design elements to the surrounding area, including scale, height, rhythm of spacing, pattern of windows and doorways, building siting and relationship to landscaping, roof pitch, architectural style, and structural details, materials, colors, and textures.

The applicable guidelines of the DHCP can be found in the guidelines for Type 1 and 2 Commercial Buildings (Policy 1: Scale, Proportion and Façade Composition) and Historic Buildings (Policy 3: Integrity of Materials and Policy 4: Appropriate Materials, Color and Finishes). The most applicable guidelines are provided by reference below and as an excerpt in Attachment 4:

Guideline 1.5 for Type 1 and 2 Commercial Buildings
Guideline 3.3 for Historic Buildings
Guideline 4.1 for Historic Buildings
Guideline 4.2 for Historic Buildings
Guideline 4.3 for Historic Buildings

Proposed rehabilitation projects must also be reviewed for consistency with the Secretary of the Interior's Standards for Rehabilitation, pursuant to the California Environmental Quality Act (CEQA). The Standards are a series of concepts for maintaining, repairing, and replacing historic materials, as well as designing new additions or making alterations. The Standards for Rehabilitation include:

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property would be unimpaired.

Design Review of 106 West J Street

This project was deemed complete on September 12, 2023, and first heard by the HPRC on October 26, 2023 (see HPRC Staff report from October 26, 2023, Attachment 5). During the public hearing, staff made a presentation and recommended that the HPRC deny the project based on its inconsistency with the DHCP design guidelines and Secretary of Interior's Standards. Following the presentation, Commissioners commented on the application, noting that no conjectural features were added with the window replacement, and thus Secretary of Interior's Standard 4 could be used in staff's analysis, as Standard 4 applies only to changes to a property that have acquired historic significance in their own right to be retained and preserved. As the applicant has indicated the windows replaced due to an emergency, the Commission requested additional clarifying information regarding the nature of the emergency window replacement and building permit history, indicated that the window alterations impacted historically significant properties, and noted appropriate justification for the alterations was not provided. The HPRC continued the public hearing to November 16, 2023 (see HPRC October 26, 2023 minutes, Attachment 6).

At the November 16 meeting, the Commission heard a presentation and received additional clarification from staff, a statement from the property owner, and received public comment (see HPRC Staff report from November 16, 2023, Attachment 7). Five members of the public commented concerning the potential impacts of the denial on their ground floor businesses, as well as the community overall. The Commission generally expressed that the window alterations were inconsistent with the design guidelines of the DHCP, Secretary of Interior's Standards and required findings for approval, and concluded that the window replacement was performed without Design Review approval and without a building permit (see HPRC November 16, 2023 minutes, Attachment 8). The Commission then adopted a resolution to deny the application (approved 6-0, see HPRC Resolution No. 23-8, Attachment 9).

PLANNING COMMISSION APPEAL HEARING AND DETERMINATION:
On December 5, 2023, the property owner ("appellant") filed an appeal of the HPRC's denial of a Design Review application for exterior alterations to a historic landmark structure at 106 West J Street to the Planning Commission (see Appeal Application (to Planning Commission), Attachment 10). The Planning Commission reviewed the appeal of the HPRC's decision to deny the Design Review application for 106 West J Street during their regular meetings of January 11, 2024 and February 8, 2024 (see Planning Commission Staff Report from January 11, 2024 and Planning Commission Staff Report from February 8, 2024, Attachments 11 and 12.

The basis of the appeal is listed below in numerical order; staff analysis, which was provided to the Planning Commission in their review, follows as indicated in italicized text:

1. HPRC Chairman Brandon Marshall failed to recuse himself despite being previously contracted by applicant, with monetary compensation for design plans on an earlier renovation project on the property in question.

   Staff Analysis: Upon consultation with the City Attorney's office, it was determined that Chair Marshall was not required to recuse himself from participation on this matter under the Political Reform Act and the implementing regulations promulgated by the Fair Political Practice Commission.

2. Omission of primary reason for emergency placement as stated in the initial permit request submitted on February 27, 2023, which sited DHCP "Design Review Procedures," section "Applicability and Exemptions" stating " ... Replacement of existing windows or doors with windows or doors of the same dimension, finish and overall appearance."

   Staff Analysis: The HPRC determined that the alterations included in this window replacement project do not conform to the findings of approval for Design Review projects in the Downtown Historic District, and were performed without consultation with the City and without a building permit. The DHCP language applicable to exemptions, which was in effect at the time of the replacement and subsequent application, specifically stated: "Replacement of existing building features or elements with identical ones and routine maintenance are exempt from design review as are repairs of emergency nature to rehabilitate an unsafe building." The replacement windows (aluminum to white vinyl) were not of the same materials or overall appearance. Further, the replacement windows are inconsistent with the DHCP Guidelines 1.5 for Type 1 and 2 Commercial Buildings, Guideline 3.3 for Integrity of Materials on Historic Buildings, and Guidelines 4.1 through 4.3 for Appropriate Materials, Colors and Finishes on Historic Buildings. In summary, the replacement of windows was not exempt pursuant to the DHCP, nor was it completed in a manner consistent with the applicable guidelines of the conservation plan.

Concerning building safety, the City had not identified the building as unsafe. Historic resources may utilize the California Historic Building Code which is intended to save California's architectural heritage by recognizing the unique construction problems inherent in historical buildings and by providing a code to deal with these problems. The California Historic Building Code (CHBC) does not recognize emergency repairs outside of the City of Benicia's code official's direction. Accordingly, no existing policy or regulation would create an exemption from permitting requirements and the property owner was required to obtain a permit or declare imminent danger [threat] by contacting the City, while providing temporary safeguards until proper permitting could be obtained.

2022 CHBC Imminent Threat is defined as *"any condition within or effecting a qualified historical building or property which, in the opinion of the authority having jurisdiction (City of Benicia) would qualify a building or property as dangerous to the extent that the life, health, property or safety of the public, its occupants or those performing necessary repair, stabilization or shoring work are in immediate peril due to conditions affecting the building or property. Potential hazards to persons using, or improvements within, the right-of-way may not be construed to be 'imminent threats' solely for that reason if the hazard can be mitigated by shoring, stabilization, barricades or temporary fences."*

3. Omission of attempted repair and maintenance narrative and imagery as included in Permit request submitted February 27, 2023. Activities required by BMC 17.54.120.

   Staff Analysis: The alterations to the historic landmark building are not consistent with the Conservation Plan guidelines, particularly in their use of original materials in the proposed design features, as well as performing the window replacement in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties. The replacement vinyl windows alter the features that characterize the property and further do not match the historic design, color, texture, other visual qualities and, where possible, which demonstrates inconsistency with Standard 6. This narrative information was included in both the October 26 and November 16 HPRC handout packets. Repair and maintenance imagery that was provided in the appellant's original submitted project narrative has been included as an attachment to this appeal staff report for additional reference. As shown in the historic images above (Figures 6 through 9), the historic buildings were one-over-one wood windows. The windows that have been installed are of a different material, finish, and overall appearance including in the three-pane vinyl design.

4. Omission of significant communication narrative between applicant and city during presentation suggesting applicant as "unresponsive" to city, creating a prejudicial bias to committee.

Staff Analysis: Information about Section 17.54.100.B, and Secretary of Interior's Standards for Rehabilitation was included in both the October 26 and November 16 HPRC handout packets.[2]

5. Citing general violation references of BMC Section 17.108.010B, BMC Section 17.54.100.B, and Secretary of Interior's Standards for Rehabilitation without detail, visual reference, aesthetic reference, comparison, design differences, or support for said violations.

   Staff Analysis: The alterations to the historic landmark building are not consistent with the Downtown Historic Conservation Plan (DHCP) guidelines. The project is inconsistent with Guideline 1.5 for Type 1 and 2 commercial buildings, which discourages modern window styles; it is also inconsistent with Guideline 3.3 for Historic Buildings which encourages replacement of inappropriate materials with original materials, and Guidelines 4.1 through 4.3 for Historic Buildings which express a preference for wood window sash on historic buildings but allow for substitute materials that are as close as possible in terms of outward appearance, durability, texture and finish to that of the original. The original windows were wood one-over-one style windows and replacement windows are vinyl triple-hung. Further, the project does not meet the required findings of BMC Section 17.54.100.B because it does not comply with the guidelines of the applicable conservation plan; would diminish the historic integrity of the landmark structure due to the use of inappropriate materials, design and finish; and introduces a design element that is inconsistent with the architectural style and materials of the historic district. The project is inconsistent with the purposes of Design Review as provided in BMC Section 17.108.010.B because it introduces an architectural design and material that lacks commonalities with surrounding development, and Section 17.108.010.F because it is inconsistent with the guidelines of the applicable conservation plan. The project is inconsistent with the Benicia General Plan policies 3.1.4 and 3.1.5 because the windows are inconsistent with the historic character of the building, do not comply with the guidelines of the applicable conservation plan, and do not advance the preservation and enhancement of historic commercial areas. The vinyl upper floor windows create an unbalanced appearance that disrupts the visual harmony and diminishes the integrity of the landmark historic building in its entirety, as well as the historic district overall.

6. Failing to include any historical imagery of design and architecture comparisons with proposed alterations to support claim above violations stated in staff plan.

   Staff Analysis: The replacement windows are not consistent with the historic features of the building. The replacement of aluminum windows with vinyl triple-hung windows,

[2] The HPRC handout packet(s) may be viewed online at www.ci.benicia.ca.us/agendas

and the siting of the alterations towards the front and side of the property does not protect the building's historic integrity, nor further the structure's compatibility with the surrounding neighborhood and does not demonstrate compliance with the purposes of design review, which include consistency with the adopted conservation plan. The project is inconsistent with the Secretary of Interior's Standards for Rehabilitation, specifically Standard 2 which states, "The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided." The replacement vinyl windows alter the features that characterize the property and further do not match the historic design, color, texture, other visual qualities and, where possible as specified in Standard 6 which states "Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence." It is uncertain of whether proper construction techniques to preserve the character and integrity of craftsmanship were applied in the window replacement, which negatively impacts the historic character of the building and may be inconsistent with Standard 9 which states in part: "New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property." Unlike the other design elements, the replacement vinyl upper floor windows do not characterize the property and create a false sense of historical significance due to the material characteristics and triple-hung design.

7. Refusing to acknowledge design and architecture alterations to building as presented on November 17, 2023 by applicant.

   The Department of Parks and Recreation (DPR) Form 523 showing a historic image from 2004, specifying historic characteristics and features was included in the October 26 HPRC handout packet and is provided here again as Attachment 3. The same image is provided in this report as Figure 2; an older image dated 1965 is provided as Figure 9.

Figure 10 – Upper Floor Windows (Prior to Replacement)

Figure 11 – Upper Floor Windows (Following Replacement)

In addition to the foregoing analysis, the City reviewed the application and determined that the proposed project is not consistent with Benicia General Plan Goal 3.1 (Maintain and enhance Benicia's historic character) because the exterior alterations do not advance the preservation of

the Downtown Historic District. The inconsistency with DHCP guidelines and historic preservation on primary faces (front and corner side) are detrimental to the historic character of the First Street historic area.

- Policy 3.1.4 - Promote the preservation and enhancement of historic neighborhoods, commercial areas, and governmental districts.
- Policy 3.1.5 - Permit new development, remodeling and building renovation in historic districts when consistent with the policies of the applicable Historic Conservation Plan.

At the January 11 Planning Commission hearing, staff gave a presentation, and Commissioners asked clarifying questions regarding the timeline of window removal if the appeal is denied, the alleged emergency that prompted the window replacement, the effect of earthquake damage on the type of window chosen, disclosures upon sale of the building, materials requirements, the history of past projects on the property, and permitting (see Attachment 13). The applicant was unable to give a slide presentation as part of his testimony due to technical difficulties, and the hearing was continued to February 8th.

At the February 8 Planning Commission hearing, the Commission received the appellant's presentation and deliberated the appeal. Commissioners and staff also discussed what would be involved in a possible compromise and whether one was feasible. Staff also stressed that it was highly unlikely that the required findings could be made that would allow the windows to remain (see Attachment 14). The Commission ultimately denied the appeal and upheld the decision of the HPRC (see Attachment 15, Planning Commission Resolution 24-1).

Appeal (City Council)

On February 20, 2024, the property owner submitted an appeal (see Appeal Application (to City Council, Attachment 16). The basis of the appeal is listed below in numerical order; staff analysis follows as indicated in italicized text:

1. HPRC decision is based on removal and change of historic features not being compatible with the building itself and the surrounding historic buildings.

   Staff Analysis: The alterations to the historic landmark building are not consistent with the DHCP guidelines. The project is inconsistent with Guideline 1.5 for Type 1 and 2 commercial buildings, which discourages modern window styles; it is also inconsistent with Guideline 3.3 for Historic Buildings which encourages replacement of inappropriate materials with original materials, and Guidelines 4.1 through 4.3 for Historic Buildings which express a preference for wood window sash on historic buildings but allow for substitute materials that are as close as possible in terms of outward appearance, durability, texture and finish to that of the original. The original windows were wood one-over-one style windows and replacement windows are vinyl triple-hung. Further, the project does not meet the required findings of BMC Section 17.54.100.B because it does not comply with the guidelines of the applicable conservation plan; would diminish the historic integrity of the landmark structure due to the use of inappropriate materials,

design and finish; and introduces a design element that is inconsistent with the architectural style and materials of the historic district. The project is inconsistent with the purposes of Design Review as provided in BMC Section 17.108.010.B because it introduces an architectural design and material that lacks commonalities with surrounding development, and Section 17.108.010.F because it is inconsistent with the guidelines of the applicable conservation plan. The project is inconsistent with the Benicia General Plan policies 3.1.4 and 3.1.5 because the windows are inconsistent with the historic character of the building, do not comply with the guidelines of the applicable conservation plan, and do not advance the preservation and enhancement of historic commercial areas. The vinyl upper floor windows create an unbalanced appearance that disrupts the visual harmony and diminishes the integrity of the landmark historic building in its entirety, as well as the historic district overall.

2. Resolution_23-8_10_West_J_Street_Denial_Fri_Nov_17_2023_0943-20 states that "deteriorated historic features were replaced, as opposed to being repaired, to match the old design, color, texture, other visual qualities and, where possible, materials." HPRC and staff report failed to acknowledge that no historic features of the building were altered, removed or replaced. The windows that were repaired were aluminum, non-historical and in no way depleted from the existing historical features of the building.

   Staff Analysis: The alterations to the historic landmark building are not consistent with the Conservation Plan guidelines, particularly in their use of original materials in the proposed design features, as well as performing the window replacement in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties. The replacement vinyl windows altered the features that characterize the property and further do not match the historic design, color, texture, other visual qualities and, where possible, which demonstrates inconsistency with Standard 6. Repair and maintenance imagery that was provided in the appellant's original submitted project narrative has been included once again as Attachment 17 to this appeal staff report for additional reference. This narrative information, along with DPR Form 523A for 106 West J Street (Attachment 18) was included in both the October 26 and November 16 HPRC handout packets for added reference as well. A copy of the Benicia Masonic Temple Stucco Cracks Phase 1 Evaluation Report (dated September 20, 2016) is included hereto as Attachment 19 as supplemental information, in response to Planning Commission questions regarding structural integrity and potential earthquake damage as it relates to the windows. Although the windows that were repaired were aluminum and non-historical, they should have been replaced with the original wood frame window material in consistency with Guideline 3.3 of the DHCP. Further, Standard 6 in its entirety states: "Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or

pictorial evidence." Although the appellant provided images of the performed window frame repairs, it is uncertain of whether proper construction techniques to preserve the character and integrity of craftsmanship were applied in the window replacement, which negatively impacts the historic character of the building and may be inconsistent with Standard 9 which states in part: "New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property." Unlike the other design elements, the replacement vinyl upper floor windows do not characterize the property and create a false sense of historical significance due to the material characteristics and triple-hung design. Further, the window replacement was performed without consultation with the City nor without a building permit.

In summary, the City has completed a comprehensive review of the design review application and appeals, and does not find that the project, as proposed and constructive, would meet the required design review findings, nor be consistent with the DHCP guidelines or Secretary of Interior's Standards as pertaining to a historic structure. As explained to the Planning Commission and to the appellant, if the appellant wishes to obtain the services of a qualified professional to evaluate the proposal and make the needed determinations, this information would be presented in a public hearing as an alternative basis for design review approval.

NEXT STEPS:
If the Council were to take the recommended action, the property owner would need to apply for a building permit to replace the current vinyl windows with windows of an appropriate style and material as mutually agreed upon and in consultation with the City. This pathway is likely to be exempt from design review, as provided in BMC Section 17.108.020.E. Given the number of windows requiring replacement, the timing and approach to completion of this matter could be determined through an enforcement agreement between the property owner and the city.

If the property owner elects not to replace the windows and obtain building permits, this matter would be referred to the City's Community Preservation Officer for further code enforcement action.

ALTERNATIVE ACTIONS:
The Council may move to make a decision not provided in the attached draft resolution.

General Plan	Goal 3.1: Maintain and enhance Benicia's historic character

Strategic Goals	**Strategic Goal Impacted by this Agenda Item** The City Council and community identified six (6) strategic goals for which the City of Benicia aspires to achieve with our programs and services. Please select the strategic goal impacted by this Agenda Item.

	☐ Protect Community Health & Safety ☒ Maintain & Enhance A High Quality of Life ☐ Preserve & Enhance Infrastructure ☒ Strengthen Economic & Fiscal Conditions ☒ Protect & Enhance the Environment ☐ High Performing Government

CEQA Analysis	The recommended action is Categorically Exempt pursuant to Section 15270, Projects Which Are Disapproved, of the California Environmental Quality Act (CEQA) Guidelines, which states that CEQA does not apply to projects which a public agency rejects or disapproves. See agenda for further information.

ATTACHMENTS:

1. Resolution - Appeal - HPRC Alteration Denial - 106 W. J Street
2. Clarifying Memo - 106 West J Street & 935 First Street (dated October 23rd, 2023)
3. DPR Form 523A for 935 First Street
4. DHCP Applicable Guideline Excerpts
5. HPRC Staff report from October 26, 2023
6. Minutes from October 26, 2023 HPRC Meeting
7. HPRC Staff Report from November 16, 2023
8. Minutes from November 16, 2023 HPRC Meeting
9. HPRC Resolution No. 23-8
10. Appeal Application (to Planning Commission)
11. Planning Commission Staff Report from January 11, 2024
12. Planning Commission Staff Report from February 8, 2024
13. Minutes from January 11, 2024 Planning Commission Meeting
14. Draft Minutes from February 8, 2024 Planning Commission Meeting
15. Planning Commission Resolution No. 24-1
16. Appeal Application (to City Council)
17. 106 West J Street Project Narrative
18. DPR Form 523A for 106 West J Street
19. Benicia Masonic Temple Stucco Cracks Phase 1 Evaluation Report

For more information contact: Suzanne Thorsen, AICP, Community Development Director
Phone: 707.746.4280
E-mail: sthorsen@ci.benicia.ca.us

MINUTES OF THE
REGULAR MEETING – CITY COUNCIL
APRIL 2, 2024
6:00 P.M.

City Council Chambers, City Hall, 250 East L Street, complete proceedings of which are recorded. These are action minutes; a full video is available online at www.ci.benicia.ca.us/agendas.

ACCESSING THE MEETING

1) CALL SPECIAL MEETING TO ORDER (4:00 P.M.)

Mayor Young called the Special Meeting to order at 4:01 p.m.

2) CONVENE OPEN SESSION

3) ROLL CALL

All Council Members were present.

4) REFERENCE TO THE FUNDAMENTAL RIGHTS OF THE PUBLIC

5) PUBLIC COMMENT FOR CLOSED SESSION

None

6) ADJOURN TO CLOSED SESSION

6.A - CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (one potential case)

6.B - CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6
Agency designated representatives: City Manager, Human Resources Manager
Employee Organization: Benicia Police Officers Association, Benicia Public Service Employees Association, Benicia Fire Fighters Association, Benicia Dispatchers Association, Benicia Supervisor and Professional Association, Middle Management Employees, Police Management Employees, Senior Management Employees, and Unrepresented Employees

Mayor Young adjourned the meeting to Closed Session at 4:01 p.m.

7) RECONVENE OPEN SESSION

Mayor Young reconvened the Open Session at 6:01 p.m.

8) ANNOUNCEMENT FROM CLOSED SESSION, IF ANY

Ben Stock, City Attorney, reported that Council met in Closed Session on two items and took no reportable actions.

9) ADJOURNMENT OF SPECIAL MEETING AND CALL REGULAR MEETING TO ORDER (6:00 P.M.)

Mayor Young adjourned the Special Meeting and called the Regular Meeting to order at 6:02 p.m.

10) ROLL CALL

All Council Members were present.

Council Member Campbell arrived at 6:04 p.m.

11) PLEDGE OF ALLEGIANCE

12) REFERENCE TO THE FUNDAMENTAL RIGHTS OF THE PUBLIC

13) ANNOUNCEMENTS

13.A - MAYOR'S OFFICE HOURS

13.B - OPENINGS ON BOARDS AND COMMISSIONS

Current and Upcoming Openings - Boards and Commissions

14) PROCLAMATIONS

14.A - PROCLAMATION - NATIONAL LIBRARY WEEK - APRIL 7-13, 2024 (Library)

Proclamation - National Library Week - April 2024

15) APPOINTMENTS

16) PRESENTATIONS

17) ADOPTION OF THE AGENDA

Council approved moving Item 22.B to be heard ahead of Item 22.A to accommodate the public.

On motion of Council Member Macenski, seconded by Council Member Birdseye, Council approved the Adoption of the Agenda, as amended, moving Item 22.B to be heard prior to Item 22.A, on a roll call by the following vote:

Ayes: Council Member Birdseye, Council Member Campbell, Council Member Macenski, Vice Mayor Scott, Mayor Young
Noes: (None)

18) OPPORTUNITY FOR PUBLIC COMMENTS

19) WRITTEN COMMENT

20) PUBLIC COMMENT

1. Sherry Leigh - Ms. Leigh discussed the success of the Fiesta Primavera.
2. Constance Beutel - Ms. Beutel recognized Gill Del Rosario, her mail carrier, for his efforts.
3. Arvin Nichaud - Mr. Nichaud discussed the Festival of Colors.
4. Kathy Kerridge - Ms. Kerridge discussed an upcoming forum held by the Progressive Democrats of Benicia.
5. Mayor Young - Mayor Young stated he would be adjourning the meeting in memory of Richard Freeman.

21) CONSENT CALENDAR

21.A - MINUTES FROM THE FEBRUARY 23, 2024, FEBRUARY 28, 2024, MARCH 5, 2024 AND MARCH 19, 2024 SPECIAL, REGULAR AND JOINT PLANNING COMMISSION CITY COUNCIL MEETINGS (City Clerk)

February 23, 2024 Special City Council Meeting
February 28, 2024 Joint Council Planning Commission Minutes
March 5, 2024 City Council Meeting Minutes
March 19, 2024 City Council Meeting Minutes

21.B - SECOND READING AND ADOPTION OF AN ORDINANCE TO AMEND CHAPTER 10.12 OF THE MUNICIPAL CODE FOR THE 2024 ENGINEERING AND TRAFFIC SURVEY REPORT (Interim Public Works Director)

Staff Report - Adoption of Ordinance 10.12 Speed Limits
1. Ordinance - Adoption of Ordinance 10.12 - Speed Limits
2. 2024 Engineering and Traffic Survey Report

ORDINANCE NO. 24- 2 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BENICIA AMENDING CHAPTER 10.12 (SPEED LIMITS) OF TITLE

10 (VEHICLES AND TRAFFIC) OF THE BENICIA MUNICIPAL CODE BY ADDING A NEW SECTION 10.12 (SPEED LIMITS)

21.C - APPROVAL OF CONTRACT WITH ZANJERO INC. FOR WATER MANAGEMENT SERVICES (Interim Public Works Director)

Staff Report - Approval of Zanjero Contract
1. Resolution Zanjero Inc. Water Management Services
2. Contract Zanjero Inc. Water Management Services

RESOLUTION NO. 24- 23 - A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING UP TO A FIVE-YEAR CONTRACT WITH ZANJERO INC. FOR WATER MANAGEMENT SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY

21.D - APPROVAL TO WAIVE THE READING OF ALL ORDINANCES INTRODUCED OR ADOPTED PURSUANT TO THIS AGENDA (City Attorney)

On motion of Council Member Macenski, seconded by Council Member Birdseye, Council approved the adoption of the Consent Calendar, as presented, on a roll call by the following vote:

Ayes: Council Member Birdseye, Council Member Campbell, Council Member Macenski, Vice Mayor Scott, Mayor Young
Noes: (None)

22) BUSINESS ITEMS

22.A - APPEAL OF A PLANNING COMMISSION DECISION ON A DESIGN REVIEW APPLICATION FOR 106 WEST J STREET (Community Development Director)

Staff Report - 106 West J Street Appeal

Jason Hade, Planning Manager, and Vivien Togonon, Associate Planner, reviewed the staff report and a PowerPoint presentation.

Council and Staff discussed the CEQA process, and the Council's options.

Public Hearing Opened

Appellant:
Steffan Schulz - Mr. Schulz reviewed the history of the building, the changes that have made over the years, and the problems with the current windows.

Public Comment:

1. Penny Stell - Ms. Stell spoke in support of granting the appeal.
2. Lionel Largaespada - Mr. Largaespada spoke in support of granting the appeal.
3. Lori Grundman - Ms. Grundman spoke in support of granting the appeal.
4. Kathy Kerridge - Ms. Kerridge spoke in support of granting the appeal.

Public Hearing Closed

Council, Staff and Mr. Schulz discussed the issue of window replacement permits, previous work done on the building, historic integrity, the need to engage a historic architect, and what constitutes an emergency for window replacement.

Council Member Macenski made a motion to direct Staff to bring back a resolution with the requisite findings to a date uncertain granting the appeal, prepare the necessary CEQA findings, and if required by the City, the applicant at his sole expense shall provide a report by a qualified historic architect or historic librarian supporting the application of any CEQA finding. The motion was seconded by Mayor Young.

1. Resolution - Appeal - HPRC Alteration Denial - 106 W. J Street
2. Clarifying Memo - 106 West J Street & 935 First Street (dated October 23rd, 2023)
3. DPR Form 523A for 935 First Street
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15. Planning Commission Resolution No. 24-1
16. Appeal Application (to City Council)
17. 106 West J Street Project Narrative
18. DPR Form 523A for 106 West J Street
19. Benicia Masonic Temple Stucco Cracks Phase 1 Evaluation Report

On motion of Council Member Macenski, seconded by Mayor Young, Council approved approving direction to Staff to bring back a resolution with the requisite findings to a date uncertain granting the appeal, prepare the necessary CEQA findings, and if required by the City, the applicant at his sole expense shall provide a report by a qualified historic architect or historic librarian supporting the application of any CEQA finding, on a roll call by the following vote:

Ayes: Council Member Birdseye, Council Member Campbell, Council Member Macenski, Vice Mayor Scott, Mayor Young
Noes: (None)

22.B - ACCEPTING HAROLD BRAY STATUE AND DIRECTING STAFF TO FINALIZE SITE ARRANGEMENTS (City Manager)

Staff Report - Accepting Harold Bray Statue and Directing Staff to Finalize Site Arrangements

RESOLUTION NO. 24- 24 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA ACCEPTING HAROLD BRAY STATUE AND DIRECTING STAFF TO FINALIZE SITE ARRANGEMENTS

Public Comment:

1. David Batchelor - Mr. Batchelor spoke in support of the proposed site location for the statue.
2. Patty Gavin - Ms. Gavin reiterated her support for the Harold Bray statue, and clarified her concern regarding the placement of the statue and the process that was not followed.
3. Sandy Francini - Ms. Francini discussed concern regarding the placement of the statue and discussed concern regarding the hurtful online comments about Ms. Gavin.
4. Heather McLaughlin - Ms. McLaughlin discussed the need to follow the rules in place for public art. She also discussed concern regarding the hurtful comments about Ms. Gavin.
5. Jeff Mini - Mr. Mini spoke in support for the proposed location of the statue.
6. Citizen - the citizen spoke in support for the proposed location of the statue.
7. Kelsey Bye - Ms. Bye spoke in support for the proposed location of the statue.
8. Gary Heppel - Mr. Heppel spoke in support for the proposed location of the statue.
9. Sue Heppel - Ms. Heppel spoke in support for the proposed location of the statue.
10. Citizen - the citizen spoke in support for the proposed location of the statue.
11. Patrick Cawley - Mr. Cawley discussed support for both sides tonight.
12. Debbi Bray - Ms. Bray discussed how it was okay for people to have differing opinions and the need for people to be nice to one another. She spoke in support of the proposed location.

Council and Staff discussed concern regarding the negativity with regards to Ms. Gavin's comments, the process for determining the proposed location, support for the proposed location, and the need to look at the process for future decisions regarding monuments and public art placement.

1. Resolution - Accepting Harold Bray Statue
2. Harold Bray Statue Location Rendering
3. Resolution #12-107 - Establishing Public Art Program

On motion of Council Member Campbell, seconded by Vice Mayor Scott, Council approved the adoption of Resolution 24-24, with direction to Staff to work towards placement of the statue at Eunice Jensen Park, and additional direction directing Staff to have the Arts and Culture Commission work with the City Manager's office to work on procedures for placement of public art, on a roll call by the following vote:

Ayes: Council Member Birdseye, Council Member Campbell, Council Member Macenski, Vice Mayor Scott, Mayor Young
Noes: (None)

23) ADJOURNMENT OF REGULAR MEETING (8:00 P.M.)

Mayor Young adjourned the meeting at 8:57 p.m.in memory of Richard Freedman.

City Clerk