BENICIA CITY COUNCIL
CITY COUNCIL MEETING AGENDA

June 17, 2025
6:00 PM

Benicia Community Center, Multipurpose Room
370 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**

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

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

1. Resolution - Elizabeth Lewis - Arts and Culture Commission

8.C MAYOR'S APPOINTMENT OF GREG WILSON TO THE ARTS AND CULTURE COMMISSION
1. Resolution - Greg Wilson - Arts and Culture Commission

8.D MAYOR'S APPOINTMENT OF KIARA LOPEZ-GIAMBASTIANI TO THE ARTS AND CULTURE COMMISSION
1. Resolution - Kiara Lopez-Giambastiani - Arts and Culture Commission

8.E MAYOR'S REAPPOINTMENT OF TREVA E. NERVIS TO THE ARTS AND CULTURE COMMISSION
1. Resolution - Treva E. Nervis - Arts and Culture Commission

8.F MAYOR'S REAPPOINTMENT OF CAROLYN CADLONI TO THE BOARD OF LIBRARY TRUSTEES
1. Resolution - Carolyn Cadloni - Board of Library Trustees

8.G MAYOR'S APPOINTMENT OF LINDA ORDONIO-DIXON TO THE BOARD OF LIBRARY TRUSTEES
1. Resolution - Linda Ordonio-Dixon - Board of Library Trustees

8.H MAYOR'S APPOINTMENT OF LOIS KAZAKOFF TO THE BOARD OF LIBRARY TRUSTEES
1. Resolution - Lois Kazakoff - Board of Library Trustees

8.I MAYOR'S APPOINTMENT OF MELISSA M. FIMBRES TO THE BUILDING BOARD OF APPEALS
1. Resolution - Melissa M. Fimbres - Building Board of Appeals

8.J MAYOR'S REAPPOINTMENT OF ANIKA JADHAV TO THE COMMUNITY SUSTAINABILITY COMMISSION
1. Resolution - Anika Jadhav - Community Sustainability Commission

8.K MAYOR'S APPOINTMENT OF MICHAEL BERNICO TO THE ECONOMIC DEVELOPMENT BOARD
1. Resolution - Michael Bernico - Economic Development Board

8.L MAYOR'S REAPPOINTMENT OF CHRIS CHWALA TO THE HISTORIC PRESERVATION REVIEW COMMISSION
1. Resolution - Chris Chwala - Historic Preservation Review Commission

8.M MAYOR'S APPOINTMENT OF KELLY HEWSON TO THE HISTORIC PRESERVATION REVIEW COMMISSION
1. Resolution - Kelly Hewson - Historic Preservation Review Commission

8.N MAYOR'S APPOINTMENT OF DEBRA THURIN TO THE HOUSING AUTHORITY
1. Resolution - Debra Thurin - Housing Authority

8.O MAYOR'S APPOINTMENT OF KENDAL LARA TO THE HOUSING AUTHORITY
1. Resolution - Kendal Lara - Housing Authority

8.P MAYOR'S REAPPOINTMENT OF GREGG HORTON TO THE OPEN GOVERNMENT COMMISSION
1. Resolution - Gregg Horton - Open Government Commission

8.Q MAYOR'S APPOINTMENT OF ALAN E. JESSEN TO THE PLANNING COMMISSION
1. Resolution - Alan E. Jessen - Planning Commission

8.R MAYOR'S APPOINTMENT OF PATRICK DONAGHUE TO THE PLANNING COMMISSION
1. Resolution - Patrick Donaghue - Planning Commission

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

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 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

RECOMMENDED ACTION: Adopt a resolution (Attachment 1) opposing the proposal related to the Delta Conveyance Project (DCP or Delta Tunnel) included as part of the Governor's May Budget Revision.
Staff Report - Opposing the Proposal Related to the Delta Conveyance Project
Resolution - Opposing the Proposal Related to the Delta Conveyance Project

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

RECOMMENDED ACTION: Conduct the second reading and adopt the proposed Ordinance of the City Council of the City of Benicia (Attachment 1) amending Title 12 (Streets, Sidewalks and Public Places), Chapter 16 (Repair and Construction of Sidewalks and Alleys), Section 240 (Driveway Specifications) 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)

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

RECOMMENDED ACTION: Move to adopt a resolution (Attachment 1) accepting the Chemical Pool bids of lowest responsive and responsible bidders (Attachment 2), approving the related purchase orders for water and wastewater treatment for FY25-26, and authorizing the City Manager and Finance Director, to sign the purchase orders on behalf of the City.
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

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

RECOMMENDED ACTION: Adopt a resolution (Attachment 1) accepting the bids for the Project, awarding the construction contract (Attachment 2) to Terocons, Inc. of San Francisco, CA, in the amount of $2,135,522.50, including a 15% construction contingency in the amount of $320,328.38 for a not-to-exceed amount of $2,455,850.88, authorizing the City Manager to sign the contract on behalf of the City, authorizing the Project Manager to sign contract change orders up to the

contingency amount, and approving a Notice of Exemption under the California Environmental Quality Act (CEQA) Guidelines (Exhibit A).
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

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)

RECOMMENDED ACTION: Conduct the second reading and adopt the proposed Ordinance of the City Council of the City of Benicia (Attachment 1) amending Title 8 - Health and Safety of the Benicia Municipal Code by adding a new Chapter 8.56 - Fire Hazard Severity Zones.
Staff Report - Fire Hazard Severity Zones
1. Proposed Ordinance - Fire Hazard Severity Zones

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

RECOMMENDED ACTION: Move to adopt a resolution (Attachment 1) establishing the maximum allowable appropriations limit (Exhibit A) for Fiscal Year 2025-26 in the amount of $136,914,706.
Staff Report - Establishing Appropriation Limit for FY2025-26
1. Resolution - Establishing Appropriation Limit for FY2025-26

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

15. BUSINESS ITEMS

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

RECOMMENDED ACTION: 1. Conduct a public hearing to receive oral statements and written comments concerning the City of Benicia Landscape and Lighting Assessment District for FY 2025-26; and 2. At the conclusion of the public hearing, adopt a resolution (Attachment 1) ordering the maintenance of existing improvements in all five zones of the District, confirming the Assessment Diagram, approving the Engineer's Report and ordering the levy and collection of certain assessments for the District for FY 2025-26.
Staff Report - LLAD FY25-26 Public Hearing
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

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

RECOMMENDED ACTION: Move to adopt a resolution (Attachment 1) adopting the Biennial Budget for fiscal years 2025-2026 and 2026-2027 (Attachment 2).
Staff Report - Adoption of the Proposed Biennial Budget
1. Resolution - Adopting the Proposed Biennial Budget
2. Biennial Budget Book

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)

17. COUNCIL MEMBER COMMITTEE REPORTS
(Council Members serve on various internal and external committees on behalf of the City. Links to current agendas, minutes and meeting schedules, as available, from these various committees are included in the agenda packet. Oral reports by the Council Members are made only by exception.)

17.A COUNCIL MEMBER COMMITTEE REPORTS
Council Member Committee Reports

18. 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

P R O C L A M A T I O N

IN RECOGNITION OF

Juneteenth Freedom Day
June 19, 2025

WHEREAS, Juneteenth is the oldest known celebration commemorating the abolition of slavery in the United States and the emancipation of African American slaves throughout the Confederate South. Union soldiers landed at Galveston, Texas on June 19, 1865, with the news that the Civil War had ended and the enslaved were now free, more than two years after the Emancipation Proclamation was issued on January 1, 1863. Until that day, slavery had been relatively unaffected in Texas by the Emancipation Proclamation, and Texas was viewed as a safe haven for slave owners to relocate with their slaves because the state experienced no large-scale fighting or significant presence of Union troops; and

WHEREAS, on that first Juneteenth, a name that combines June and 19th, the people of Texas were read General Order Number 3, which stated: "*The people of Texas are informed that in accordance with a Proclamation from the Executive of the United States, all slaves are free. This involves an absolute equality of rights and the rights of property between former masters and slaves, and the connection heretofore existing between them becomes that between employer and free laborer."* The Juneteenth announcement was met with jubilation that spread throughout the country as African Americans relocated to neighboring states and became reacquainted with family; and

WHEREAS, the first Juneteenth celebration was a time for reassurance, prayer, and the gathering of family members. Juneteenth continued to be widely observed in Texas decades later, with many former slaves and descendants making an annual pilgrimage to Galveston, Texas. Today, Juneteenth continues to grow within communities and organizations throughout the country. Numerous national and local Juneteenth organizations have organized with the common mission of promoting and cultivating knowledge and appreciation of African American history and culture, while encouraging continuous self-development and respect for all people and cultures; and

WHEREAS, California Assembly Bill No. 1749, approved and filed with the Secretary of State on July 12, 2002, required the Governor of the State of California to proclaim the 3rd Saturday in June each year as "Juneteenth National Freedom Day: A day of observance," and would urge the people of California to join in celebrating this day to honor and reflect on the significant role that African-Americans have played in the history of the United States and how they have enriched society through their steadfast commitment to promoting brotherhood and equality.

NOW, THEREFORE, BE IT RESOLVED THAT I, Steve Young, Mayor of the City of Benicia, on behalf of the City Council of the City of Benicia, hereby proclaim June 19, 2025 as "Juneteenth Freedom Day" in the City of Benicia, and encourage residents, schools, businesses, and community groups to celebrate Juneteenth as a day of remembrance and celebration.

_____

Steve Young, Mayor
June 17, 2025

RESOLUTION NO. 25-

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Benicia that the reappointment of Christopher Dunlap to the Arts and Culture 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 17th day of June 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 REAPPOINTMENT OF ELIZABETH LEWIS TO THE ARTS AND CULTURE 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 reappointment of Elizabeth Lewis to the Arts and Culture 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 17th day of June 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 GREG WILSON TO THE ARTS AND CULTURE COMMISSION FOR A PARTIAL-TERM ENDING JULY 31, 2026

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Benicia that the appointment of Greg Wilson to the Arts and Culture 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 17th day of June 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 KIARA LOPEZ-GIAMBASTIANI TO THE ARTS AND CULTURE 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 Kiara Lopez-Giambastiani to the Arts and Culture 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 17th day of June 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 REAPPOINTMENT OF TREVA E. NERVIS TO THE ARTS AND CULTURE 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 reappointment of Treva E. Nervis to the Arts and Culture 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 17th day of June 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 REAPPOINTMENT OF CAROLYN CADLONI TO THE BOARD OF LIBRARY TRUSTEES FOR A FULL-TERM ENDING JULY 31, 2028

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Benicia that the reappointment of Carolyn Cadloni to the Board of Library Trustees 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 17th day of June 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 LINDA ORDONIO-DIXON TO THE BOARD OF LIBRARY TRUSTEES 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 Linda Ordonio-Dixon to the Board of Library Trustees 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 17th day of June 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 LOIS KAZAKOFF TO THE BOARD OF LIBRARY TRUSTEES 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 Lois Kazakoff to the Board of Library Trustees 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 17th day of June 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 MELISSA M. FIMBRES TO THE BUILDING BOARD OF APPEALS 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 Melissa M. Fimbres to the Building Board of Appeals 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 17th day of June 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 REAPPOINTMENT OF ANIKA JADHAV TO THE COMMUNITY SUSTAINABILITY COMMISSION FOR A STUDENT-TERM ENDING JULY 31, 2026

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Benicia that the reappointment of Anika Jadhav to the Community Sustainability 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 17th day of June 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 MICHAEL BERNICO TO THE ECONOMIC DEVELOPMENT BOARD 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 Michael Bernico to the Economic Development Board 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 17th day of June 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 REAPPOINTMENT OF CHRIS CHWALA TO THE HISTORIC PRESERVATION REVIEW 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 reappointment of Chris Chwala to the Historic Preservation Review 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 17th day of June 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 KELLY HEWSON TO THE HISTORIC PRESERVATION REVIEW 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 Kelly Hewson to the Historic Preservation Review 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 17th day of June 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 DEBRA THURIN TO THE HOUSING AUTHORITY 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 Debra Thurin to the Housing Authority 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 17th day of June 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 KENDAL LARA TO THE HOUSING AUTHORITY 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 Kendal Lara to the Housing Authority 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 17th day of June 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 REAPPOINTMENT OF GREGG HORTON TO THE OPEN GOVERNMENT 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 reappointment of Gregg Horton to the Open Government 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 17th day of June 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 ALAN E. JESSEN TO THE PLANNING 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 Alan E. Jessen to the Planning 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 17th day of June 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 PATRICK DONAGHUE TO THE PLANNING 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 Patrick Donaghue to the Planning 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 17th day of June 2025, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 17, 2025
APPOINTMENTS

TO : City Council

FROM : City Manager

SUBJECT : **CITY COUNCIL APPOINTMENTS; SUBCOMMITTEE'S RECOMMENDATIONS TO THE MAYOR FOR APPOINTMENTS TO THE INDUSTRIAL SAFETY CITIZEN OVERSIGHT COMMISSION**

The City Council Appointment Subcommittee's recommendations to the Mayor for appointments to the Industrial Safety Citizen Oversight Commission:

Brett Nelson, Industrial Safety Citizen Oversight Commission, for a full-term ending July 31, 2027.

Bryan Robinson, Industrial Safety Citizen Oversight Commission, for a full-term ending July 31, 2026.

Cooper Minetti, Industrial Safety Citizen Oversight Commission, for a full-term ending July 31, 2029.

Daniel Matthew Fentress, Industrial Safety Citizen Oversight Commission, for a full-term ending July 31, 2028.

David Lindsay, Industrial Safety Citizen Oversight Commission, for a full-term ending July 31, 2029.

Lars Anderson, Industrial Safety Citizen Oversight Commission, for a full-term ending July 31, 2027.

Peter Ciriscioli, Industrial Safety Citizen Oversight Commission, for a full-term ending July 31, 2028.

ADDITIONAL APPLICANTS:

ATTACHMENTS:
1. Redacted Applications and Resumes

For more information contact: Mario Guiliani, City Manager
E-mail: mgiuliani@ci.benicia.ca.us

Benicia, CA Application

Profile

Thank you for your interest in serving on the Boards & Commissions for the City of Benicia. The Benicia City Council is committed to a diversity of representation on our Boards, Committees and Commissions for gender, race, ethnicity, geography, social, environmental and economic sectors as well as avoiding potential conflicts of interest.

Which Boards would you like to apply for?

Industrial Safety Citizen Oversight Commission : Submitted

Brett (First Name) | S (Middle Initial) | Nelson (Last Name)

[redacted] (Email Address)

[redacted] (Street Address) | (Suite or Apt)

Benicia (City) | CA (State) | 94510 (Postal Code)

[redacted] (Primary Phone) | [redacted] (Alternate Phone)

Retired, Formerly Permanente Medical Group, Vallejo (Employer) | Emergency Physician (Job Title)

Interests & Experiences

Why are you interested in serving on a board or commission?

I have been involved in Solano County emergency medical (paramedic and fire) policies for the past 15 years while medical director of the Benicia Fire Department. I enjoyed attending the Solano County EMS meetings in order to craft emergency paramedic policies for Solano County to improve care of the injured and ill in the field. Now retired from working in the Emergency Department at Kaiser Vallejo/Vacaville, I would like to continue to be involved in the community in this way.

[redacted] (Upload a Resume)

Form Updated 7/2020 - Changes to Form Require Approval by Mayor

Brett S Nelson, MD, FACEP

Emergency Physician, Board Certified by ABEM (American Board of Emergency Medicine)

[redacted]
Benicia, CA 94510
H[redacted]
C[redacted]
[redacted]

[redacted], Benicia, CA 94510

Cell: [redacted]

Email: [redacted]

General:

I am a board-certified Emergency Physician with a broad background in both academic, military, shipboard, international relief, and community hospital settings.

Formal Education	Dates	Degree
University of California, Los Angeles	1984-1988	Doctor of Medicine (MD)
University of California, San Diego	1980-1984	Bachelor of Arts, Chemistry

Awards: Magna Cum Laude

Professional Residency Training:

Loma Linda University Medical Center **1992-1995** **Emergency Medicine**
Chief Resident 1995

UC San Francisco, Fresno CA Prog B **1988-1989** **Internal Medicine**
Valley Medical Center, Fresno, California

Military Experience

US Navy General Medical Officer 1989-1992 LCDR

USS Orion AS-18 La Maddalena, Sardinia 1990-1992

Air Ground Combat Center, 29 Palms, CA 1989-1990

Awards: Navy Commendation Medal, Navy Achievement Medal (3), National Service Ribbon, Overseas Service Ribbon, Unit Commendation award.

[redacted]

Emergency Medicine Board Certification

American Board of Emergency Medicine #950491

Initial Certification Date: 1996

Current Board Certification Expires 2026

California License Number: G-66765, Currently in "Volunteer" status

Professional Experience, Academic

Assistant Professor, UCSF, Department of Emergency Medicine 2000-2001

Assistant Professor, Loma Linda University Emergency Medicine Residency 1995-2001

Assistant Residency Director, Emergency Medicine Residency 1996-2001

Teaching Experience

Asst Residency Director, Loma Linda University Emergency Medicine 1995-2001

"Emergency Department Teacher of the Year" 1995-1998

Medical Student Emergency Medicine Rotation Director 1996-2001

I directed the required rotation of all 3rd year medical students at Loma Linda University Medical Center in their emergency medicine rotation.

Advanced Trauma Life Support (ATLS) Instructor 1994-2000

CME Teaching Experience

I gave bi-monthly lectures at the emergency medicine group meetings at Kaiser Vallejo, and developed a LLSA journal club series for the physicians.

Research Publications

Traumatically Injured Jehovah's Witnesses admitted to a level I Trauma Center: A Sixteen Year Experience: Journal of Trauma 1995 Oct; 39(4): 681-5

Clinicopathological Conference: Sudden Onset Facial Edema in an Autistic Child. Acad Emerg Med 2000; 7(10):1139-44.

ED Identification of Cardiac Septal Abscess Using Conduction Block on ECG. Am J Emerg Med. 2000; 18:6: 730-4

International emergency medicine resident rotation (Abstract) Acad emerg med 1999;6(5):488

Bush Thoracotomy in Papua New Guinea. Am J Emerg Medicine 1998 Nov;16(7):717-9

Betel Nut - A common drug of abuse used by naturalized citizens from India, Far East Asia, and the South pacific Islands. Ann Emerg Med 1999 Aug; 34(2): 238-43

Most lay people can correctly identify indigenous venomous snakes. Am J Emerg Medicine 2005;23(6):759-762

Work Experience

Emergency Physician, Attending - Kaiser Permanente, Vallejo, CA 2001-2022

I was assistant chief in emergency medicine. Retired from TPMG 2/2022

Emergency Department Early Goal Directed Therapy Sepsis Champion

CME Teaching Coordinator for Emergency Medicine

Medical Staff President, Kaiser Permanente, Vallejo, California 2006-2007

Organizations

Fellow of the American College of Emergency Physicians: member 1992-2021

Local Community Leadership/Involvement

Medical Director: Benicia and Vallejo Fire Departments 2004-2022

I supervised the quality assurance, training, and teaching of the paramedics in both cities in south Solano County, attended the monthly Physicians Forum meetings, and was involved in shaping the policy for EMS in Solano County for 18 years.

International Missions

I have worked on 1-2 month long Medical Mission trips to Mexico (Mexicali and Tijuana), Panama (Bocas Del Toro), and Papua New Guinea (Hagen, Sopas Adventist Hospital) under the umbrella of Adventist Health with Loma Linda University Medical Center emergency physicians.

[redacted]

Outside Areas of Interest:

I am a member and Ride Coordinator of the Benicia Bicycle Club and ride at least 3 times a week. I have completed numerous century (100 mile) rides and multi-day tours. I have a background in sailboat racing and touring on sailboats. I have sailed in numerous races both inland and offshore on a 24 foot Trimaran sailboat. I currently crew aboard a sailboat that races in the Thursday Night "Beercan" series with my dentist, Dr Ron Tosch.

References/Referrals

Available upon request

Benicia, CA Application

Profile

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Which Boards would you like to apply for?

Industrial Safety Citizen Oversight Commission : Submitted

Bryan (First Name) | W (Middle Initial) | Robinson (Last Name)

[redacted] (Email Address)

[redacted] (Street Address) | (Suite or Apt)

Benicia (City) | CA (State) | 94510 (Postal Code)

[redacted] (Primary Phone) | [redacted] (Alternate Phone)

Kiewit Construction (Employer) | Safety Manager (Job Title)

Interests & Experiences

Why are you interested in serving on a board or commission?

I am a Safety Professional living in the beautiful city of Benicia. I am married with 3 daughters who are all in Benicia schools. Their health and safety as well as my neighbors, friends, and family who live in this city is important. I would like to be able to give back to my community that has given so much to my family and I.

[redacted] (Upload a Resume)

Form Updated 7/2020 - Changes to Form Require Approval by Mayor

BRYAN W. ROBINSON

[redacted] Benicia, CA 94510 ● [redacted] ● [redacted]

OBJECTIVE

To achieve a zero-injury culture by reducing costs through the implementation of best practices, reducing burden on operations by my continuous drive to find better ways to comply with new and existing regulations, with opportunity for advancement, both professionally and personally.

PROFESSIONAL EXPERIENCE

IEA/Mastec/White Construction LLC – Renewable Energy
Senior Safety Manager *10/21 to Present*

- Perform risk assessment.
- Onboard and orientate new employees.
- Plan and manage project safety budget.
- Mentor Summer Interns
- Monthly Reporting of Leading/Lagging Metrics
- Develop and execute health and safety plans on each project.
- Prepare and apply policies to establish a culture of health and safety.
- Evaluate practices, procedures, and project sites to assess risk and compliance.
- Develops and Conducts training and presentations for health, safety, and environmental processes to keep sites up to date on current regulatory/company requirements to maintain compliance.
- Monitor compliance to policies and procedures by inspecting employees and operations.
- Investigate accidents or incidents to discover causes and handle worker's compensation claims.
- Recommend solutions to issues, improvement opportunities or new prevention measures.
- Provide safety training for employees on policies, regulations, and procedures.
- Advise the company's administrative team on safety issues and compliance in specific projects and operations.
- Works with Site Operations to implement cost effective compliance solutions and reduce cost through implementation of best practices.
- Maintain accurate and current records in accordance with guidelines.
- Networks with other company representatives to review incident reports, metrics, and injury case studies to implement changes and reduce project impacts through collaboration.
- Retains a comprehensive library of all chemicals/substances used onsite to evaluate potential safety impact and compliance requirements.

Project Experience

- **Bakeoven/Daybreak Solar Farm – Maupin, OR** **$300 Million**
- **Deerfield II Wind Energy – Kinde, MI** **$200 Million**
- **Riverstart III Solar Farm – Modoc, IN** **$242 Million**
- **Indiana Crossroads II Wind Energy – Wolcott, IN** **$308 Million**
- **Conception, Bluegrass, Cow Branch Wind Repower – NW, MO** **TBD**

IEA/ACC West Coast LLC – Civil/Specialty Paving
Regional Safety Manager *6/19-10/21*

- Risk Administrator/Claims Management
- Coordinated with crews to ensure county, state, and federal regulations were compliant.
- Prepare safety related input for bid proposals.
- Provided technical support for Hazard Material Management and Emergency Response
- Designated Employer Representative

- Traffic control supervisor
- Environmental management for all stored chemicals on company projects and bulk storage locations.
- Performed regular inspections of all chemical storage locations to verify compliance with maximum storage requirements.
- Evaluated new chemicals for compatibility with stored chemicals, human and environmental impact, and compliance.
- Collaborated with Operations/Project Management to verify secondary material disposal processes were following local, state, and federal regulations.
- Managed manifest for disposed secondary material for reporting to local, state, and federal agencies as required.
- Managed CERS and CUPA for company compliance with monthly quantity reporting and yearly updates.
- Incident Investigations
- Facilitated and implemented Standard Operating Procedures

Company Overview

- ACC West Coast is a Specialty Heavy Civil company who performs comprehensive bridge rehabilitation and specialty pavement overlays, making roads across the country more resilient and safer with the use of Polyester Polymer Concrete and High Friction Surface Treatment overlays.

Project Experience:

- **Sutter's Gold Road and Bridge Improvements, Northern California**
- **Glenwood Canyon Emergency Repairs, Glenwood Springs, CO**
- **Staten Island Poly- Staten Island, NY**
- **Holy City HFST- Scott's Valley, CA**
- **Sac River Bridge- Sacramento, CA**
- **Mecklenburg Poly- Mecklenburg, NC**
- **Richmond Bridge- Richmond, CA**
- **Santiago Canyon HFST- Orange, CA**
- **American Fork HFST – American Fork, UT**

Hunt Construction Group
HSE Project Senior Manager *8/12 to 6/19*

- Provide administrative and technical direction and provide updates on all project safety and health programs.
- Functioned as a resource to project management personnel to ensure compliance.
- Provide technical and administrative direction to on-site safety and first aid personnel.
- Represent company in safety related hearings (OSHA, etc.) impacting projects for which incumbent is responsible.
- Perform periodic jobsite inspections and prepare reports.
- Ensure all safety documentation/reports for accuracy and completeness and ensure all documents are forwarded to federal and state agencies in accordance with regulations and to company insurance carrier in alignment with their requirements.
- Prepare safety related input for bid proposals.
- Organize and implement safety programs for new projects including safety incentive programs.
- May function as company representative on issues relating to environmental protection concerns.
- Create and implement training programs for employees and supervisors.
- Assume additional assignments/tasks to answer unique needs of construction management team or Regional Safety Director as needed.
- Recommend and implement corrective action based on policies and procedures.
- Manage all injuries on project and accompanies worker to medical clinic and present at all follow up treatments.
- Manage project safety budget.
- Creates and implements the overall site safety program as required; ensures subcontractor compliance with Hunt Construction Group Safety Program and all applicable Cal/OSHA regulations.

Project Experience

- **SOFI Stadium - Turner/AECOM Hunt JV** **$5.5 Billion**
  - Home to the Los Angeles Rams and Chargers, the 3.1 million-square-foot facility, can host approximately 70,000 fans and is expandable to accommodate up to 100,000 people for special events. The seating bowl is divided into five tiers and numerous hospitality balconies. The joint venture has overseen a team that encompassed approximately 3,000 workers daily at peak, with more than 17,000 people in total contributing to make the NFL's largest stadium a reality. This included excavating more than seven million cubic yards of dirt to build the field level 100 feet below grade.

- **Fairmont Austin Hotel** **$250 Million**
  - The 38 story, 1.4-million-square-foot hotel will feature panoramic views of Lady Bird Lake and the surrounding area. With 1,000 four-star rooms, including several luxury suites, the hotel offers first-class amenities such as ballrooms, two pools and a high-end spa. Four below-grade levels will accommodate parking, administrative offices, and service areas. Sustainable strategies such as building orientation, high-performance exterior skin with shading devices, rainwater and greywater harvesting and integrated guest room occupancy monitoring systems will allow the project to achieve LEED® Gold certification.
- **Westin Austin Downtown** **$54.5 Million**
  - The 20-story Westin will have 14,500 square feet of conference and meeting space, including a 4,500-square-foot ballroom. The hotel will have a fitness center and will also feature a rooftop pool and bar.
- **JW Marriott-Hunt/Hardin JV** **$215 Million**
  - The 33-story, 1,266,202-sq.-ft. upscale conference center hotel will include 1,012 guest rooms, a 76,335-sq.-ft. Grand Ballroom, Jr. Ballroom and Exhibit Hall, 35,777 sq. ft. of meeting rooms, a 22,455-sq.-ft. kitchen, and a 3,243-sq.-ft. fitness area. The hotel sits on top of a three-level, 471-space parking garage.
- **San Jose Convention Center Expansion and Renovation** **$120 Million**
  - A 131,150 SF ballroom and meeting room expansion on two floors. Extensive renovations to existing Central Utility Plant (CUP), fire alarm, BMS, and CCTV systems. Stachybotrys mold abatement during kitchen renovation.
- **Sequoia Hospital New Pavilion and Renovation** **$140 Million**
  - The Sequoia Hospital campus site consists of a new 4-story, 162,730sf, 104 bed Pavilion addition, a new central utility plant to support the new Pavilion. This project will transfer services from the 50-year-old, outdated facilities, and position Sequoia Hospital to enhance current technologies including diagnostics, surgical intervention, medical and critical care, and information technology. Portions of the existing hospital will also be renovated including existing medical/surgical beds, emergency services, and other ancillary/support services.

Hensel Phelps Construction Co. **Irvine, CA**

Safety Engineer 05/04 to 05/12

- Interpreting & Assuring Compliance with Federal & State Regulations
- Created and Conducted Site Specific Site Safety Orientation (OCIP, CCIP)
- Responsible for Organizing & Implementing: IIPP; Accident Prevention Plan; Heat Illness Prevention Plan; MSDS; Crisis Management Plan; Emergency Action Plan; OSHA 300 Log; Hazardous Materials & Waste Management Program; Hazard Communication Program; Weekly Safety Toolbox Meetings; Review Subcontractor Site Specific Safety Programs
- Created and Reviewed Job Hazard Analysis/Daily Pre-task Plans
- Insurance Responsibilities: Claims Management; Accident Investigations; Root Cause Analysis; Safety Audits & inspections; Addressed changes site wide regarding insurance recommendations and requirements.

- Developed and Provided On-site Safety Training
- Responsible for Maintaining and Implementing Safety Budget including Safety Equipment, Safety Supplies, Employee Incentive & Appreciation Programs

Project Experience

- **Kaiser Permanente Anaheim Medical Center (OCIP) $463 million**
  - KPOC-AMC will include a 268-bed, 434,000gsf Template Hospital and will consist of a Diagnostics and Treatment portion, as well as integrated nursing towers to offer acute-care and emergency services. The project also includes a new central utility plant and a 170,000gsf hospital support building connected to the hospital. The site is laid out with lush serenity mound with flowing fountain and sandstone benches and a flowing Healing Garden setting with tranquil fountains and a budding wildflower 5k walking path.

- **UC Irvine, Engineering 3 Building $40 million**
  - UCI Engineering 3 building will primarily house the Electrical Engineering and Computer Science department, as well as MEMS and photonic laboratories for the Biomedical Engineering department, offices for faculty and students, administrative offices, and a spacious 350-seat auditorium. Engineering 3 will be conveniently located in the engineering quad near the California Institute for Telecommunications and Information Technology, the new Donald Bren School of Information and Computer Sciences, and Natural Sciences II.
- **UC Irvine, Humanities Building $35 million**
  - The design optimizes use of outdoor spaces in response to its temperate, southern California climate. Two first-floor conference rooms open to the courtyard with a sliding glass-wall panel system, expanding event space to the outdoors for special functions. Utilizing daylight along the perimeter of the building via large glass panels, use of artificial lighting is minimized, thereby reducing energy consumption. The courtyard, building terraces, and light courts create opportunities to extend the learning environment and host receptions and various functions. Two three-story light wells, located in the heart of the building, allow natural daylight to fill the building's center and provide refreshing outdoor spaces on the second floor. Humanities Gateway will be the fifth building in the Humanities quad and will include such elements as a 110-seat auditorium, film studio, art and art history classrooms and offices and the International Center for Languages and Translation.
- **Hilton San Diego Bayfront $270 million**
  - Adjacent to San Diego Convention Center and just across from Petco Park and the Gaslamp Quarter. With 1190 rooms and suites, each with views of San Diego Bay and the city skyline, 165,000 sq. ft. of flexible function space, plus the unique 4.3-acre Bayfront Park event venue. Award-winning Vela Restaurant, FOX Sports Grill, Odysea Lounge, Sweet Things Frozen Yogurt, and Starbucks Spa Aquazul, heated bayside saltwater pool and Fitness Center by Precor®
- **The MARK Condominiums, Downtown San Diego $250 million**
  - The Mark is a recent (2007) 33-story high-rise that is made up of 233 condominiums, 11 townhomes and 8,000 square feet of retail space. The Mark residences features luxury amenities including European cabinetry, granite countertops, ceramic entries, and top-floor penthouses. Residents at The Mark enjoy Downtown San Diego's only street-level park, pool, and spa retreat as well as 24/7 lobby attendants, concierge service and on-site management.
- **Smart Corner Condominiums, Downtown San Diego $180 million**
  - Smart Corner is a mixed-use development bordered by Park Boulevard, Eleventh C and Broadway. This is a major element of the Park-to-Bay Link. The San Diego Trolley's College Station will separate the two structures: a 299-unit, 19-story (200 ft.) residential tower and a five-story, 93,000sf office building housing 25,000sf of ground-floor retail, all over below-grade parking.
- **US Embassy, Cape Town, South Africa $45 million**

- New, fortified embassy compound with on-site power generators and water centrally filtered in the building for added security. The compound consisted of a Marine Security Guard Quarters, Warehouse, CUP, MCAC, and CCAC.

- **CSU Fullerton, Fine Arts Facility** **$35 million**
  - The California State University, Fullerton Auditorium and Fine Arts Facility included the construction of a concert hall, studio theater, and black box theater as well as facilities to support the performances, such as the scene shop, dance studio, costume shop and faculty offices. The entire facility encompasses roughly 108,000 gross square feet of space and is connected by hallway to a neighboring facility.
- **Pomona College, Biology Building** **$30 million**
  - The 46,270-square-foot, three-story building contains four teaching labs, two classrooms, four greenhouses, 15 faculty offices, instrument rooms, two student lounges, sterilizer and glass washing rooms, incubator rooms, darkrooms, walk-in cold (or warm) rooms, sterile glass transfer rooms and common-use facilities.

EDUCATION

STS-C -BCSP — Austin, TX 2015
CRIS – IRMI — Austin, TX 2014
CHST - BCSP — Anaheim, CA 2009
Southeastern Oklahoma State University- BS in Occupational Safety & Health — Durant, OK 1998
Durant High School — Durant, OK 1993

CERTIFICATIONS, TRAINING, TRADE ASSOCIATION

Current Certifications: CHST-C1536; STSC-18546; CRIS, OSHA 10 / 30 hour; CPR/First Aid/AED; Confined Space Entry; EEO & Anti-Harassment; Water Infiltration & Mold Prevention, Mental Health First Aid
Comprehensive Training in: Scaffolding; Fall Protection; Trench / Excavation; Confined Space; Power Industrial Equipment; Lock Out- Tag Out, Scaffolding
Trade Association: ASSP – American Society of Safety Professionals

Benicia, CA Application

Profile

Thank you for your interest in serving on the Boards & Commissions for the City of Benicia. The Benicia City Council is committed to a diversity of representation on our Boards, Committees and Commissions for gender, race, ethnicity, geography, social, environmental and economic sectors as well as avoiding potential conflicts of interest.

Which Boards would you like to apply for?

Industrial Safety Citizen Oversight Commission : Submitted

Cooper (First Name) | E (Middle Initial) | Minetti (Last Name)

[redacted] (Email Address)

[redacted] (Street Address) | (Suite or Apt)

Benicia (City) | CA (State) | 94510 (Postal Code)

[redacted] (Primary Phone) | (Alternate Phone)

Martinez Refining Company (Employer) | Senior Process Engineer (Job Title)

Interests & Experiences

Why are you interested in serving on a board or commission?

I am interested in serving on the Industrial Safety Citizen Oversight Commission because I believe my experience as an engineer in the Oil & Gas industry will lend a first-hand perspective to the Commission. I am currently employed as a Senior Process Engineer at the Martinez Refinery and am directly involved in Process Safety Management, Process Hazard Analysis, and other site safety programs. As a current resident of Benicia and a native of Martinez (where much of my family still lives), I am also interested in serving on the Commission as a commitment to ensuring safe operations at industrial sites in our City to safeguard the community.

[redacted] (Upload a Resume)

Form Updated 7/2020 - Changes to Form Require Approval by Mayor

[redacted]
Benicia, CA 94510

Cooper E. Minetti

[redacted]
[redacted]

Education

Colorado School of Mines *Golden, CO* *May 2015*
B.S. Petroleum Engineering
Cum Laude

Alhambra Senior High School *Martinez, CA* *May 2011*
High School Diploma
With Honors

Experience

Senior Process Engineer
Martinez Refining Company (PBF Energy) *Martinez, CA* *Oct. 2023 – Present*

- Unit Operations Engineer for multiple processing units at high complexity refinery:
  - Two Sulfur Recovery Units with associated SCOT, Sour Water Stripper, and DEA Regeneration units
  - Dimersol propylene dimerization unit
  - Distillate Saturation Unit – specialized aromatics hydrotreater for Jet fuel upgrading and CARB compliant diesel
  - Distillates Blending – responsible for final blending of all Jet-A and CARB Diesel products
- Close working relationship with field teams, with time spent every day in control room and processing units
- Provide supervision and technical support on-site during critical operations (start-ups, shut-downs, upsets, testing)
- Focused on safe & compliant operations, including participation in:
  - Process Safety Management (PSM)
  - Management of Change (MOC)
  - Process Hazards Analysis (PHA)
  - Compliance with BAAQMD & CARB regulations
  - Post Incident Investigations

Senior Production Engineer
Continental Resources *Oklahoma City, OK* *June 2022 – Sept. 2022*

- Managed 150+ oil wells in the Bakken field
- Performed well diagnostics, optimization, and economics
- Planned well interventions and artificial lift installations
- Participated in field development planning & execution

Staff Production Engineer (III)
Chesapeake Energy *Oklahoma City, OK* *Oct. 2017 – June 2022*

- Managed 400+ oil wells with $127MM FCF (YE 2021) in the Eagle Ford Shale field
- Managed $35MM field-wide well service program with a PV10 of $135MM (YE 2021)
- Procedure Development: workovers, well control, standard operating procedures, artificial lift conversion/installation
- Performed well diagnostics, optimization, and economics
- Performed budget forecasting and modeling
- Member of a multidisciplinary asset team tasked with planning & executing field development

Petrotech Engineer
Chesapeake Energy *Oklahoma City, OK* *Oct. 2016 - Oct. 2017*

- Part II of company Engineer Development Program
- Rotated through each engineering discipline with mentors, learning the roles and responsibilities:
  - Reservoir, production, completions, and drilling engineering
- Focused in the Utica and Marcellus Shale fields

Field Engineer
Chesapeake Energy *Sayre, PA (Field Office)* *June 2015 - Oct. 2016*

- Part I of company Engineer Development Program
- Rotated through completions, drilling, and production operations in the Marcellus Shale:
  - 4 months on a drilling rig; 3 months on a hydraulic fracturing crew; 2 months on a well service rig
- Developed, wrote, and published a comprehensive Standard Operating Procedure manual for production operations

Hobbies & Interests

- Traveling
- Current Events, Geo Politics, & Energy Policy
- Backpacking & hiking
- Hunting
- Jet-skiing
- Snow Skiing

Benicia, CA Application

Profile

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Which Boards would you like to apply for?

Industrial Safety Citizen Oversight Commission : Submitted

Daniel (First Name) | M (Middle Initial) | Fentress (Last Name)

[redacted] (Email Address)

[redacted] (Street Address) | (Suite or Apt)

Benicia (City) | CA (State) | 94510 (Postal Code)

[redacted] (Primary Phone) | (Alternate Phone)

Contra Costa County (Employer) | Physician (Job Title)

Interests & Experiences

Why are you interested in serving on a board or commission?

I have been a resident of Benicia since 2013. My wife and I are raising our three young boys here, all of whom are students at BUSD. I have a strong interest in public health, air quality, and am a practicing family physician. I would be honored to support our beautiful city by serving on a board or commission. Attached is my CV, which I hope will give you more context about my background and qualifications.

[redacted]
Upload a Resume

Form Updated 7/2020 - Changes to Form Require Approval by Mayor

Matthew Fentress, MD, MSc, DTM&H
[redacted]
Benicia, CA 94510
[redacted]

EDUCATION

London School of Hygiene and Tropical Medicine 10/2017-10/2019
Master of Science, Tropical Medicine and International Health

London School of Hygiene and Tropical Medicine 10/2017-12/2017
Diploma in Tropical Medicine and Hygiene

Contra Costa Family Medicine Global Health Program 06/2011-06/2013
Massachusetts General Hospital, Harvard Medical School 06/2011-06/2012
Fellow, Global Health Leadership

Contra Costa Family Medicine Residency 06/2008-06/2011
University of California, San Francisco affiliate
Family Medicine Resident

University of California, Davis, School of Medicine 06/2004-06/2008
Doctorate of Medicine

Indiana University, Bloomington 06/1995-12/2000
BS General Studies, Minor in Environmental Management

PROFESSIONAL EXPERIENCE

Director, Global Health and Ultrasound Program 10/2022 - Present
Contra Costa Family Medicine Residency Program, Martinez, CA
Provide leadership for the residency global health program, including management of international partnerships, the global health fellowship, and resident global health activities,. Provide leadership for residency-related point-of-care ultrasound (POCUS) training. Provide direct care and precept residents in acute care and ambulatory settings.

Attending Physician 11/2020- Present
Contra Costa Regional Medical Center, Martinez, CA 6/2011- 2/2020
Provided clinical care for patients at a busy county hospital in the San Francisco Bay Area with a large indigent, underserved population. Involved in teaching Family Medicine residents. Served at various times in the emergency department, medical/surgical inpatient wards, outpatient clinics and obstetrics ward.

Medical Activity Manager, Field Physician, Trainer, Consultant 11/2013- Present
Medecins Sans Frontieres / Doctors Without Borders, Various locations
Served on numerous humanitarian projects in clinical, managerial and training roles in South Sudan (Agok, Malakal), Myanmar (Rakhine State), and US-Mexico Border. Currently serve as a specialist consultant on telemedicine platform, and as a consultant on operational research.

Urgent Care Physician 08/2021 - Present
La Clinica de la Raza, Vallejo, CA 12/2014 - 6/2015
Provide care for wide range of patients in ambulatory urgent care setting, including children and the elderly, in Federally Qualified Health Center.

Hospitalist 5/2022 - 01/2023
Adventist Health Ukiah Valley Hospital, Ukiah, CA
Care for patients on the medical/surgical service, including critical care unit, of a busy community hospital in rural northern California.

Senior Specialist Physician 6/2021 - 5/2022
San Francisco Department of Public Health, San Francisco, CA
Interim Communicable Disease Controller, Director Communicable Disease Control Unit (10/2021-2/5022) - Oversaw public health response to over 80 reportable communicable diseases for City and County of San Francisco, and supervised Communicable Disease Control Unit staff.
MD/EPI Lead, COVID Disease Response Unit (06/2021-5/2022) - Provided clinical leadership for multidisciplinary team managing public health response to COVID-19 clusters and outbreaks in schools and workplaces.

Assistant Clinical Professor 2/2020- 11/2020
Director, Global Health Program
Department of Family and Community Medicine
University of California, Davis, Sacramento, CA
Provided clinical care for patients in outpatient and inpatient settings, including at the Sacramento County Refugee Health Clinic. Provided clinical teaching for Family Medicine residents and medical students. Led global health activities for residents and medical students, including oversight of international projects and resident mentorship.

Clinical Research Fellow 9/2019- 3/2020
London School of Hygiene and Tropical Medicine, London, United Kindgom
Collaborated with team at Africa Health Research Institute (AHRI), Kwazulu-Natal, South Africa, to evaluate novel diagnostics for pulmonary tuberculosis.

Emergency Physician 2/2011- 1/2020
Valley Emergency Physicians, Northern California
Cared for patients in emergency departments of community hospitals in Contra Costa County, Sonoma County, and Plumas County (rural critical access), California.

Specialist Physician 6/2021 - 5/2022
Tuberculosis Clinic, San Francisco Department of Public Health, San Francisco, CA 5/2018- 10/2019
Provided direct clinical care to patients with active and latent tuberculosis at San Francisco General Hospital, in close coordination with public health nursing and contact investigation teams.

Associate Medical Director 6/2015- 12/2016
Trust Clinic, LifeLong Medical Care, Oakland, CA
Provided clinical leadership for Federally Qualified Health Center that delivered integrated medical and mental health care for the homeless, and those at-risk of homelessness, in downtown Oakland.

Hospitalist 10/2014 - 9/2015
Sutter Solano Medical Center / TeamHealth, Vallejo, CA
Cared for patients on the medical/surgical service of busy community hospital with large indigent, underserved population.

Tuberculosis Clinic Physician 6/2011 - 12/2014
Contra Costa County Public Health, Martinez, CA
Provided direct clinical care on a part-time basis to patients with active and latent tuberculosis, in close collaboration with the Public Health Department.

Asylum Network Member 5/2015 - 3/2020
Physicians for Human Rights, New York, NY
Perform forensic medical exams to document evidence of torture and other human rights abuses for immigrants fleeing persecution in their home countries.

Medical Advisor 2/2015 - 4/2015
Last Mile Health, Monrovia, Liberia
Provided consultation and technical expertise for rural maternal-neonatal health program. Assisted with launch of maternal waiting home.

Consultant Physician 8/2011 - 6/2012
Juba Teaching Hospital, Juba, South Sudan
Developed and oversaw Primary Care Teaching Service for junior physicians, medical students, and clinical officers. Served as attending physician within Department of Internal Medicine, including daily bedside teaching rounds for 20-40 patients per day in Emergency Medical Ward.

Visiting Faculty 2/2012, 5/2012
African Institute of Technology, Kisumu, Kenya
Taught bedside ultrasound for obstetric and non-obstetric indications to midwives and clinical officers from Kenya, South Sudan, and Uganda as part of MUMs program (Maternal Ultrasound by Midlevel Providers), a partnership of Kisumu Medical and Education Trust, and Massachusetts General Hospital.

Visiting Physician (various institutions)

Delek Hospital, Dharamsala, India 10/2012- 12/2012
Inpatient and outpatient care at small community hospital that primarily serves Tibetan community-in-exile.

Nkhoma Hospital, Nkhoma, Malawi 12/2010- 1/2011
Cared for patients in busy pediatric ward of district-level hospital at height of malaria season, supervised clinical officer training.

Heart to Heart International & Project Medishare, Port-au-Prince, Haiti 4/2010 - 5/2010
Provided care in busy trauma center and outpatient clinic set up in the months following catastrophic 2010 earthquake.

Shirati Hospital, Shirati, Tanzania 9/2009 - 10/2009
Cared for patients in pediatric, male, and female wards of rural district hospital.

Co-Director 6/2005 - 6/2006
Shifa Community Clinic, Sacramento, CA
Oversaw daily clinic function of urban free clinic and coordinated community outreach projects with community leaders.

ULTRASOUND WORKSHOPS, COURSE FACULTY

Point of Care Ultrasound for the Family Medicine Physician. Pre-Conference Workshop. Society of Teachers of Family Medicine, Annual Spring Conference. Various locations.	Annually 5/2017 5/2022-2024
Family Medicine Basic Point of Care Ultrasound, "POCUS Champions Course". Contra Costa Family Medicine Residency, Martinez, CA.	Annually 1/2017-6/2024
Family Medicine Basic Point of Care Ultrasound. Annual course. Contra Costa Family Medicine Residency. Martinez, CA.	Annually 6/2012- 6/2023
Point-of-care Ultrasound in Resource Limited Settings. Course Co-Organizer. London School of Hygiene and Tropical Medicine. London, UK.	Annually 11/2018-11/2019 11/2022
Point of Care Ultrasound for Primary Care. Global Ultrasound Institute. San Francisco, CA.	10/2021
Point of Care Ultrasound Basic Point of Care Ultrasound. University of California, Davis, Department of Family and Community Medicine Residency.	6/2020

Point of Care Ultrasound for the General Physician. Global Ultrasound Institute. Touro University California, Vallejo, CA. 9/2019

Point of Care Ultrasound For the Family Physician. Santa Rosa Family Medicine Residency. Santa Rosa, CA. 10/2018

Point of Care Ultrasound in Family Medicine. Course Organizer. University of Wyoming Family Medicine Residency. Casper, WY. 6/2018

Point of Care Ultrasound in Family Medicine. University of New Mexico Family Medicine Residency. Albuquerque, NM. 9/2017

Point of Care Ultrasound in Family Medicine. Glendale Adventist Family Medicine Residency. Glendale, CA. 5/2016

Point of Care Ultrasound in Family Medicine. Natividad Family Medicine Residency, Salinas, CA. 7/2015

Use of Point of Care Ultrasound in Family Medicine. California Academy of Family Physicians, Annual Family Medicine Summit. Los Angeles, CA. 11/2014

Point of care ultrasound in Family Medicine. Santa Rosa Family Medicine Residency. Santa Rosa, CA. 5/2013

Ultrasound for the Critically Ill and Injured. African Institute of Innovation and Technology. Great Lakes University of Kisumu. Kisumu, Kenya. 5/2012

INVITED CONFERENCE PRESENTATIONS

Point-of-Care Ultrasound: An Important Diagnostic Tool for Resource-limited Settings. Oral presentation. American Academy of Family Physician Global Health Summit. Los Angeles, CA. 9/2024

Nuevas tecnologias de la imagenologia. Oral presentation. Seminario Internacional: Desafíos en la prevención y el control de la tuberculosis en el siglo XXI. Universidad Católica Boliviana. Santa Cruz, Bolivia 9/2024

Lung ultrasound findings in pulmonary tuberculosis. Poster Presentation. Fentress M, Moore D, Ugarte-Gil C, Cervantes M, Rivas D, Gilman R. American Society of Tropical Medicine and Hygiene Annual Meeting. Washington, DC. 11/2019

The joint implementation of Point of Care Ultrasound (POCUS) & MSF Telemedicine to improve pediatric care - a model clinical training program. Poster Presentation. Arijo E, Schwanfelder C, Fentress M, Martinez D, Zimmerman K, Nadimpalli A, Tamrat A, Stratta E. Medicine Sans Frontieres Paediatric Days 2019, Dhakar, Senegal. 2/2019

Point of care ultrasound and its importance to clinical care in Family Medicine and the global health setting. Oral Presentation. Co-presenters Bergman K, Jayasekera N, Pierce J. American Academy of Family Physicians Global Health Workshop. San Diego, CA. 9/2014

Point of care ultrasound in Family Medicine residency training. Oral Presentation. Co-presenter Jayasekera N. University of California, San Francisco, Family and Community Medicine Rodnick Colloquium. San Francisco, CA. 5/2013

Virtual Blood Bank; An innovative solution to mortality from severe blood loss in South Sudan. Oral presentation. American Academy of Family Physicians Global Health Workshop. Minneapolis, MN. 9/2012

South Sudan Medical Education Collaborative; An innovative partnership. Oral presentation, Plenary session. University of California, San Francisco, Family and Community Medicine Rodnick Colloquium. San Francisco, CA. 3/2012

PUBLICATIONS

Fentress M, Henwood PC, Maharaj P, Mitha M, Khan D, Caligiuri P, et al. (2022) High sensitivity of ultrasound for the diagnosis of tuberculosis in adults in South Africa: A proof-of-concept study. *PLOS Glob Public Health*. 2022 Oct; 2(10): e0000800. https://doi.org/10.1371/journal.pgph.0000800

Fentress M, Henwood PC, Maharaj P, Mitha M, Khan D, Jackpersad R, Pitcher R, Redfern A, Lopez Varela E, van der Zalm MM, Wong EB, Palmer M, Grant AD. Thoracic ultrasound for TB diagnosis in adults and children. Public Health Action. 2022 Mar 21;12(1):3-6. doi: 10.5588/pha.21.0072.

Fentress M, Ezibon P, Bulabek A, et al. A Lung Ultrasound Scanning Technique for Children and Adults in Low-Resource Settings: Preliminary Experiences in Sub-Saharan Africa. *Am J Trop Med Hyg*. 2021;105(5):1148-1151. doi:10.4269/ajtmh.20-0272

Fentress M, Ugarte-Gil C, Cervantes M, Rivas D, Moore D, Caliguiri P, Bergman K, Noazin S, Padovani A, Gilman R. Lung Ultrasound Findings Compared with Chest X-Ray Findings in Known Pulmonary Tuberculosis Patients: A Cross-Sectional Study in Lima, Peru. *Am J Trop Med Hyg*. 2020 Nov; 103(5):1827-1833. doi: 10.4269/ajtmh.20-0542.

Belard S, Stratta E, Zhao A, Ritmeijer K, Moreto-Planas L, **Fentress M**, Nadimpalli A, Grobusch M, Heller T, Heuvelings C. Sonographic findings in visceral leishmaniasis - A narrative review. *Travel Med Infect Dis*.2020 Nov; 39:101924. doi: 10.1016/j.tmaid.2020.101924.

Fentress M, Heyne T, Barron K, Jayasekera N. Point-of-Care Ultrasound in Resource-Limited Settings: Common Applications. *South Med J*. 2018 Jul;111(7):424-433.

Fentress M. "Does This Patient Have Cholelithiasis/Cholecystitis?" *Ultrasound For Primary Care*, edited by Bornemann P. Wolters Kluwer. September 2020.

Fentress M. "What is The Patient's Central Venous Pressure?" *Ultrasound For Primary Care*, edited by Bornemann P. Wolters Kluwer. September 2020.

Hudspeth J, Jayasekera N, Bergman K, **Fentress M**. "Best Practices in Global Health Graduate and Post Graduate Medical Education." *Global Health Education: From Theory to Practice,* edited by Evert J, Arya N. Abingdon, Oxon; New York, NY: Routledge, 2018. 42-50.

ACADEMIC AND PROFESSIONAL AFFILIATIONS, LICENSING, AND CERTIFICATIONS

Assistant Professor, Department of Family and Community Medicine, University of California San Francisco School of Medicine	2023-Present
Associate and Physician, Johns Hopkins University, Bloomberg School of Public Health	2019-Present
American Academy of Family Physicians, Member	2023-Present
Climate Health Now, Advocacy Campaign Team Co-Lead	2025-Present
Physicians for Social Responsibility, SF Bay Chapter	2025-Present
Diplomate, American Board of Family Medicine	2011 - Present
Medical License, Medical Board of California	2009 - Present
ACLS, PALS certified	

FUNDED RESEARCH PROJECTS

Study title: POCUS4TB: NIHR Global Health Group on AI-assisted point-of-care ultrasound (AI-POCUS) for TB screening
Role: Co-Investigator
Funding: National Institutes of Health and Care Research (UK) (Award ID: NIHR156579)
Dates: July 2024 - June 2028
Status: Ongoing

Study title: Lung Ultrasound and Artificial Intelligence Technology for the Diagnosis of TB in LMICs
Role: Consultant
Funding: National Institutes of Health (Project No: 1R01HL168261-01A1)
Dates: February 2024 - January 2029
Status: Ongoing

Study title: Diagnostic Innovations for Pediatric Tuberculosis in Bolivia
Role: Consultant
Funding: National Institutes of Health (Project No: 5R01AI173021-02)
Dates: May 2023 - May 2028
Status: Ongoing

Study title: Butterfly Ultrasound: a proof-of-concept study in a pediatric population
Role: Consultant
Funding: Bill and Melinda Gates Foundation
Dates: October 2019 - November 2021
Status: Completed

Study title: Evaluation of ultrasound for screening and diagnosis of pulmonary tuberculosis
Role: Co-Investigator
Funding: Bill and Melinda Gates Foundation
Dates: September 2019 - October 2021
Status: Completed

Study title: Lung ultrasound findings in pulmonary tuberculosis compared to chest x-ray findings: A cross-sectional study in Lima, Peru
Role: Co-Primary Investigator
Funding: Royal Society of Tropical Medicine and Hygiene
Dates: August 2018 - December 2020
Status: Completed

REVIEWER FOR SCIENTIFIC JOURNALS

CHEST. International Journal of Infectious Disease. Pediatrics. American Journal of Tropical Medicine and Hygiene. BMJ Open. PLOS Global Public Health. Annals of Palliative Medicine.

Benicia, CA Application

Profile

Thank you for your interest in serving on the Boards & Commissions for the City of Benicia. The Benicia City Council is committed to a diversity of representation on our Boards, Committees and Commissions for gender, race, ethnicity, geography, social, environmental and economic sectors as well as avoiding potential conflicts of interest.

Which Boards would you like to apply for?

Industrial Safety Citizen Oversight Commission : Submitted

David (First Name) | A (Middle Initial) | Lindsay (Last Name)

[redacted] (Email Address)

[redacted] (Street Address) | (Suite or Apt)

Benicia (City) | CA (State) | 94510 (Postal Code)

[redacted] (Primary Phone) | [redacted] (Alternate Phone)

retired (Employer) | (Job Title)

Interests & Experiences

Why are you interested in serving on a board or commission?

Simply put, my work experience and my interest in a healthy environment for my family and the community is the reason I am applying. My technical background allows me to understand the risks and mitigation strategies associated with industrial facilities. I have experience working on boards and commissions. I have always been able to work with others to solve problems both in my working career and as a volunteer.

[redacted] (Upload a Resume)

Form Updated 7/2020 - Changes to Form Require Approval by Mayor

David Lindsay: Summary of work and community experience

Please see pages 2 and 3 for my detailed work resume. To summarize:

I worked for nearly 40 years in the petroleum refining technology business after receiving my BS and MS degrees in Chemical Engineering. My work included research, development, engineering, and technical service as a specialist in hydroprocessing. Hydroprocessing is a keystone technology to produce high quality fuels–particularly jet fuel and ultra-low sulfur diesel. I worked for Valero at the Benicia refinery from 2007-12. As part of my responsibilities there, I was trained to lead Process Hazard Analysis (PHA) studies. PHA studies were developed to try to find potential vulnerabilities in design or operations that could lead to environmental releases, injuries/fatalities, or economic loss. The PHA studies required multiple weeks to complete, with a team of experts covering the disciplines involved in design and operation. The PHA studies output is a detailed report with recommendations for changes to mitigate potential failures.

Community Experience

I served for 5 years on the Benicia Community Sustainability Commission from 2015-2020 and was Commission chair for the last two years. I joined the Benicia Community Air Monitoring Program in 2019 and became Board President in 2020. BCAMP has installed a state-of-the-art air monitoring station in Benicia and holds periodic information sessions for the public. BCAMP also does advocacy work with the Bay Area Air District to improve air monitoring and enforcement of air monitoring rules in the refinery communities.

I have also been active with a local community organizing organization called Common Ground (https://www.commongroundiaf.org/) since 2018**.** Common Ground members are nonprofit, dues paying organizations such as churches and labor unions. CG's mission is to build power and advocate for changes to make life better for our members. CG is particularly focused on homelessness prevention and public safety.

Resume for David A. Lindsay
March 2025

EDUCATION:

B.S. in Chemical Engineering, Oregon State University, Corvallis, OR
M.S. in Chemical Engineering, University of California, Berkeley, CA

WORK HISTORY:

2016—present
Hydroprocessing Consultant

Provide consultation services to the refining industry, focusing on hydroprocessing technology: process engineering, catalysis, operations, and design issues.

2012—2015
UOP/Honeywell Hydroprocessing Sales Support Manager

Responsible for developing the technical content of UOP's proposals for hydroprocessing technology. Developed training for less experienced hydroprocessing specialists and developed tools to streamline and standardize proposal content. Delivered several papers at conferences providing information on UOP's technology. Participated in many customer meetings to discuss optimization of implementation of hydroprocessing unit(s) and to present the advantages of UOP technology. (UOP is a division of Honeywell.)

2007—2012
Valero Benicia Refinery Hydroprocessing Complex Engineer

Responsible for hydroprocessing units in the refinery including hydrocracker, cat feed hydrotreater, diesel hydrotreater, jet hydrotreater, virgin naphtha hydrotreater, cat naphtha hydrotreaters, benzene saturation unit, and butadiene selective hydrogenation unit. Work with process engineer, operations, and corporate support to troubleshoot and optimize unit performance, monitor catalyst activity, and coordinate catalyst selection activities for catalyst replacement.

Led multiple Process Hazard Analysis (PHA) safety studies of refinery units and Root Cause Analysis of accidents.

2005—2007
UOP Hydrocracking Technical Services Specialist

Responsible for eight hydrocracking units using UOP catalyst. Duties included: catalyst performance monitoring, unit trouble shooting, on-site startup support, and catalyst sales support

2002—2004
Technology Specialist, UOP Clean Fuels (Hydrotreating) Technology Center

Responsible for all aspects of UOP's engineering offering for hydrotreating technology: maintaining and improving design guidelines, development of engineering tools, and technical support of key projects.

1995 – 2002
Process Specialist, UOP Engineering Dept., Hydroprocessing Center

Process design of UOP's Hydroprocessing technology: Acted as Process/Project Manager for many hydrotreating (coker naphtha, distillate, VGO, and resid) and hydrocracking projects, working to produce UOP's "Schedule A" design packages for new and revamp units. Also led UOP's effort to develop a more cost-effective Unicracking unit.

1988-1995
Engineering Associate, Unocal Science and Technology Division, Process Engineering Dept.

Engineering support for licensing Unocal's hydroprocessing technology: preparation of yield estimates and process design bases for the units, monitoring the detailed engineering work, and on-site assistance during plant startup.

1978-1988
Research Engineer, Unocal Science and Technology Division, Process Development Dept.

Responsible for planning, executing, and interpreting results of pilot plant programs. The main emphasis was hydroprocessing: hydrocracking, resid hydrotreating, and diesel hydrotreating. Developed correlations used for yield estimating work.

Benicia, CA Application

Profile

Thank you for your interest in serving on the Boards & Commissions for the City of Benicia. The Benicia City Council is committed to a diversity of representation on our Boards, Committees and Commissions for gender, race, ethnicity, geography, social, environmental and economic sectors as well as avoiding potential conflicts of interest.

Which Boards would you like to apply for?

Industrial Safety Citizen Oversight Commission : Submitted

Lars (First Name) | WJ (Middle Initial) | Anderson (Last Name)

[redacted] (Email Address)

[redacted] (Street Address) | (Suite or Apt)

Benicia (City) | CA (State) | 94510 (Postal Code)

[redacted] (Primary Phone) | [redacted] (Alternate Phone)

Retired (Employer) | Consultant (Environmental) (Job Title)

Interests & Experiences

Why are you interested in serving on a board or commission?

I have owned rental property in Benicia since 1998 and now am living in the property (home address) for the past 1.5 years as I am remodeling and upgrading it. I am concerned about protecting and improving the living environment in Benicia, including air and water quality, and how the commercial and industrial activities affect those conditions. As part of my 35 year career with USDA/ARS I have research and field experience in environmental monitoring and assessing the influence of agricultural and commercial actions on water quality and aquatic and wetland communities. I have been on, and chaired the Natural Resources Commission in City of Davis several years ago so I am familiar with how commissions work and their roles. I have experienced first-hand oil spills from Tosco decades ago that affected both Benicia and Martinez shoreline and marinas- I have kept a sailboat in the Benicia Marina since 1988. As an applied research scientist with USDA for over 40 years (including two years with EPA), I am familiar with various water quality and air quality metrics, and with assessing studies on the affects of pollutants on aquatic and some terrestrial species. I'm happy to discuss my background and interest in this commission.

[redacted] (Upload a Resume)

Curriculum Vitae (2025)

Lars W.J. Anderson, Ph.D.
Aquatic Invasive Species Management Specialist
[redacted]
Benicia, CA 94510

Contact Information:

Cell: [redacted]
Email: [redacted]
Email: [redacted]

Education:

BA-University of California, Irvine, Biology, 1967; MA-San Diego State University, Biology, 1970 PhD-University of California, Santa Barbara, Biology 1974.

Leadership and Management training, HR and IT workshops (USDA): 1976-2012.

Employment Experience and Positions Held:

2014-Present	Consultant, aquatic invasive species biology and management. Currently Technical Advisor to Tahoe Keys Property Owners Association (TKPOA): development and implementation of integrated aquatic weed management project.
1998-2013	Lead Scientist, Plant Physiologist, Exotic and Invasive Weed Research Unit , U.S. Department of Agriculture, Agricultural Research Service, Davis, CA
1980-1998	Research Leader, Plant Physiologist, Exotic and Invasive Weed Research Unit, U.S. Department of Agriculture, Agricultural Research Service, Davis, CA
1976-1980	Research Leader, Plant Physiologist, Aquatic Weed Control Research Laboratory, U.S. Department of Agriculture, Agricultural Research Service, Denver, CO.
1974-1976	Plant Physiologist, US Environmental Protection Agency, Washington, DC, Office of Pesticide Programs
1970-1974	Teaching Assistant, Biology Department, University of California, Santa Barbara.

Aquatic Invasive Species Related Research: During my USDA research career, I conducted laboratory, mesocosm and field-scale research to improve aquatic weed management and in taking a lead research and technical role in successful multi-agency control and eradication projects. I demonstrated the efficacy of triclopyr for control of the important aquatic weed Eurasian watermilfoil, and collaborated on GLP studies on the dissipation of this product. This product was approved by the US EPA and California EPA, Dept. of Pesticide Regulation in 2003 for use in controlling aquatic and riparian weeds including Eurasian watermilfoil. I collaborated on research that supported US EPA and California- EPA approval of a systemic herbicide (fluridone) for "dewatered" or "drawdown" applications to irrigation canals. My mesocosm herbicide efficacy research and related surveillance program at Lake Tahoe over the past 15 years has documented the spread Eurasian watermilfoil and curlyleaf pondweed which has provided the impetus for the formation of the Tahoe Regional Aquatic Invasive Species Plan (2009), and current Integrated Weed Management Plan for the Tahoe Keys. In 2011, I conducted dye studies

in the Tahoe Keys Marina lagoon to determine water movement and dissipation of the dye as a herbicide surrogate. My technical field expertise was requested in Australia to eliminate interference from aquatic weeds in the 2000 Olympic venue. Over the past 10 years, I provided essential treatment protocols on *Egeria densa* and used fluorescent dye as a herbicide surrogate to determine effects of tidal flows, putative herbicide movement and efficacy and dissipation in the Sacramento/San Joaquin Delta.. The collaborative effort in the Delta has resulted in reducing *Egeria densa* populations by 80 to 95% in key areas of the Delta. For this project, I represented USDA-ARS as the Federal Nexus to the California Dept. of Boating and Waterways under the Federal Endangered Species Act. From 2000-2006, I also had a lead role in a multi-agency, collaborative project that resulted in the only reported successful eradication of the marine alga *Caulerpa taxifolia.* I was instrumental as the Chair of the Technical Committee of the Southern California Caulerpa Action Team (SCCAT) in developing evaluation of eradication methodologies and establishing criteria for eradication. *C. taxifolia* was declared eradicated in 2006. In 2005, as part of field site surveys, I was the first to discover and confirm the presence of *Hydrilla verticillata* in Brazil in Porto Primavera Reservoir.

Leadership, Innovation and Professional Society Contributions

In addition to my research directions and publications at USDA (and post-retirement), I have led in several other areas related to invasive species: *Co-founded the Western Aquatic Plant Management Society, Expanded western state representation in the Aquatic Plant Management Society (1980's), organized and ran the following academic symposia, workshops: Aquatic Plant Growth Regulators; Myriophyllum Symposium; Rapid Response/Pest Alarm Workshop; Lake Tahoe Invasive Species Workshop; Invasive Seaweed Control Workshop. I have chaired and led several discussion groups with the California Invasive Plant Council (CAL-IPC) as well as symposia and sessions at national and international conferences. I co-founded the journal "Invasive Weed Science and Management", published by the Weed Science Society of America, on which I served as Associate Editor for 5 years.*

Research and Agency Regulatory Relations (EPA/ Cal–EPA and other agencies)

I have 47 years experience in basic and applied research on the biology and management of invasive aquatic weeds, including two years with the US Environmental Protection Agency and 35 years with the US Dept. of Agriculture-Agricultural Research Service and 10 years technical consultancies since retiring. During my career I have developed basic physiological ecological information directly related to improving control and eradication of invasive and detrimental aquatic plants, including data that has been used in the EPA registration review and approvals of important aquatic herbicides such as Galleon, Sonar, Renovate and Komeen. This work has included interactions with EPA and CAL-EPA staff over 32 years, as well as several registrants whose product registration petitions were reviewed by these regulatory agencies. Examples are: Monsanto, SePro, Syngenta, BASF, DuPont, and Griffin Corporation. In addition, I have participated in both laboratory and field-testing under Experimental Use Permits (EUPs), and with California Department of Food and Agriculture (CDFA) under emergency (Section 18) permits for eradication of hydrilla.

Recent Consultancies (since 2012):

1. Development and reviews of conceptual models for aquatic plant growth and population interactions in the Sacramento-San Joaquin Delta. (2012-2013)
2. Surveys and recommendations for management of invasive aquatic weeds in Prospect Island as part of the Prospect Island restoration planning process. (2013)
3. Development of management planning to eradicate invasive populations of *Elodea Canadensis and Elodea* hybrids in Alaska. (2013-2014)

4. *In-country* field review and advise on developing aquatic plant management research program in Brazil (2013).
5. Tahoe Keys Property Owners Association **(2014-present).** Conducted research and technical reviews and writing in support of, and development of an Integrated Weed Management Plan for the (2014-and continuing).
6. Crowe Horwath LLP: Sacramento-San Joaquin Delta Invasive Aquatic Weed program/ Biological Assessment development for California Dept. of Parks/Rec; Division of Boating and Waterways (2016- present)

UC Davis Academic affiliation and activities:

1. On alternate years I teach an upper division course on Biology and Management of Aquatic Plants (PLS 178) at UC Davis. (The next course is slated for Fall 2023). I developed this one-quarter lecture/field course in 1985 and typically invite UCD Plant Science faculty/extension staff to provide some lectures as well.
2. I contributed to writing and recommendations and images used in **UC Davis Extension** publications on aquatic weed management.
3. I participate and helped organize aquatic weed displays and public outreach for Picnic Day through the Department of Plant Science.
4. **I continue my Affiliate position within the Plant Science Department, UC Davis and maintain an office within the Plant Science Department; presentation periodically at monthly "Weeders Meeting".**
5. **I co-organized (with Dr. Joe DiTomaso) the first UC Davis Weed Extension Short Course on Aquatic Weed Management held alternate years. I have presented lectures at all courses, and will present two lecture at the 2022 "Aquatic Weed School" (scheduled for October 31/Nov.1, 2022)**
6. I collaborate with USDA/ARS aquatic weed scientist (Dr. John Madsen) within **the Plant Science Department** (2015- continuing)

Advisory and Professional Society Activity Related to AIS and the Environment

Associate Editor of Aquatic Botany (current)
Editorial board of Aquatic Nuisance Species Digest
Associate Editor for *Invasive Plant Science and Management*
Hydrilla Control Technical Advisory Committee
Waterhyacinth Technical Advisory Committee
Egeria Control Technical Advisory Committee
Chair, *Salvinia molesta* Advisory Committee, APHIS/CDFA, (1999)
Steering Committee Southern California Caulerpa Action Team (SCCAT) (2000 to 2008)
Chair, Technical Committee, Southern California Caulerpa Action Team (SCCAT) (2000-2008)
Science Advisory Panel on Quagga/Zebra Mussels in California (2007)
Lake Tahoe Aquatic Invasive Species Working Group (2007-2013)
Lake Tahoe Aquatic Invasive Species Advisory Committee (2008-2013)
Organized workshop on "Control of Invasive Seaweeds" (Asilomar, 2008)
Participated and presented talk at the Sea Grant-sponsored "Quagga/Zebra Control Workshop" (San Diego, 2012).
Participation as part of a panel of experts that reviewed the Lake Tahoe Aquatic Invasive Species Implementation Plan (2015) Participant (and co-author) of an EU International Advisory Panel reviewing risks of invasive aquatic weeds to Europe (Paris, France 2015). EUROPEAN AND MEDITERRANEAN PLANT PROTECTION ORGANIZATION ORGANISATION EUROPEENNE ET MEDITERRANEENNE POUR LA PROTECTION DES PLANTES. (See EPPO (2015) publication)

Presented lecture and participated by invitation in New Zealand Symposia on Aquatic Plant Management (2017, 2019)
Presented lecture at training course for California State Parks staff (2021)
Chair weekly "Monitoring Work Group" as part of Lake Tahoe Control Methods Test project (Tahoe Keys weed management project)(2022-present)

Honors and Awards

USDA Unit Distinguished Service Award (1989) (Team award for biological control of Hydrilla in Imperial Irrigation District)
Co-founder (with Dr. Floyd Colbert) of the Western Aquatic Plant Management Society (WAPMS)-1985.
Past President, Aquatic Plant Management Society (1985/1986)
Board of Directors, past representative for APMS to CAST (Council for Agriculture and Food Technology)
Board of Directors, WSSA (First Representing Aquatic Plant Management Society (1994-1997)
Past President, Western Aquatic Plant Management Society (2006/2007)
Past President of the California Weed Science Society (2001)
Award of Excellence, California Weed Science Society (2010)
Steering Committee and Advisory Council for the Center for Invasive Plant Management (Bozeman, MT) (2009-2014)
Named Fellow of the Western Society of Weed Science (2012)
Honorary Member of the Western Aquatic Plant Management Society (2013)
Hononary Member of the Aquatic Plant Management Society (2013)
USDA/ARS: Lifetime Service Achievement Award (2014)
Integrated Pest Management Award (Tahoe Team) 2024

Public and Community Service Activities
Board of Directors (Secretary) Davis Botanical Society (2021-2023)
Volunteer at San Francisco Sailing Science Center: Leader, Exhibits Development Team. (2020-present)
Board of Directors, Tuleyome: (2019-2022)
Docent, Jepson Prairie Reserve: (1994-2015)
Board of Directors, Explorit Science Center (1984-2017)
(President of the Board, and volunteer Interim Executive Director: 2014-2016)
City of Davis, Natural Resources Commission (1998-2000)
City of Davis, Climate Action Team (2012-2014)
City of Davis, Traffic Advisory Committee (2014)
City of Woodland, Leadership Team: Planning and development of Woodland Regional Park Preserve)(2017- present)(Grand opening was May 17, 2025.)

Publications and Presentations:

I have published over 100 papers and reports on various aspects of aquatic plant biology, ecology and management (see partial list below) and participate in the "Research Gate" site that provides statistics on his citations. (My paper in *Biological Invasions* on *Caulerpa* eradication project recently reached over 200 citations.) I have presented hundreds of AIS research and management related talks at professional society meetings, public forums and state and federal agency meetings. I continue to provide reviews of manuscripts submitted to the following peer-reviewed journals: J. of the Aquatic Plant Management, Aquatic Botany, Weed Science, Invasive Weed Science and Management, Aquatic Ecology, Biological Invasions.

Partial list of representative publications:

Anderson, Lars. 2023, 2024, 2025. Annual Reports and draft Final Report on Tahoe Keys Control Methods Test. (Three year project: 2022- 2024).(see Keysweeds website)

Anderson, Lars. 2022. Summer 2022 CMT Implementation Special Report. Tahoe Keys Property Owners Association. 19 pp. https://tahoekeysweeds.org/wp-content/uploads/2022/10/CMT-Interim-Report-09-30-2022-FINALv5.pdf

Ta, Jenny; Anderson, Lars; Christman, Mairgareth; Khanna, Shruti; Kratville, David; Madsen, John; Moran, Patrick Viers, Josh.2017. Invasive Aquatic Vegetation Management in the Sacramento-San Joaquin River Delta: Status and Recommendations. San Francisco Estuary and Watershed Science (December, 2017).

Hussner, A., I. Stiers, M.J.J.M. Verhofstad, E.S. Bakker, B.M.C.Grutters, J. Haury, J.L.C.H.van Valkenburg, G. Brundu, J. Newman, J.S. Clayton, L.W.J. Anderson, D. Hofstra. 2017. Management and control methods of invasive alien freshwater aquatic plants: A review. Aquatic Botany, 136: 112-137.

EPPO (2015) Pest risk analysis for Myriophyllum heterophyllum. EPPO. Paris. Available at: http://www.eppo.int/QUARENTINE/Pest_Risk_Anaylsis/PRA_intro.htm

DiTomaso, J.M., G.B. Kyser et al. 2013. *Weed Control in Natural Areas in the Western United States*. Weed Research and Information Center, University of California. 544 pp.

Witmann, Marion, E., Bruce E. Kendall, Christopher L. Jerde and Lars W.J. Anderson 2015. Estimating relative risk of within-lake aquatic plant invasion using combined measures of recreational boater movement and habitat suitability. PeerJ: DOI 10.7717/peerj.845

Anderson, L.W.J. 2010. Freshwater Plants and Seaweeds. *in* Encyclopedia of Invasive Introduced Species, D. Simberloff and M. Rejmanek, UC Press, Berkeley, CA. p. 248-258.

Anderson, L. W.J. 2007. Potential for sediment-applied acetic acid for control of invasive *Spartina alterniflora*. J. Aquat. Plant Manage. 45: 100-105.

Anderson, L.W. 2005. California's Reaction to *Caulerpa taxifolia:* A Model for Invasive Species Rapid Response. Biological Invasions. 7: 1003-1016).

Anderson, L.W.J., W. Tan, R. Woodfield, R. Mooney and K. Merkel. 2005. Use of sediment bioassays to verify efficacy of *Caulerpa taxifolia* eradication treatments. J. Aquat. Plant Manage. 43: 1-9.

Anderson, L.W.J. 2003. A review of aquatic weed biology and management research conducted by the United States Department of Agriculture- Agricultural Research Service. Pest Manage. Sci. 59 p.801-813.

Anderson, L. W.J. 2002a."Aquatic weed Management" *In*: Principles of Weed Control. Third Edition. California Weed Sci. Society. Thompson Publ. Fresno, CA.Ch. 18 p 504-542.

Anderson, LWJ 2002b. *Caulerpa taxifolia* in the United States: Rapid response and eradication program. Proc. Internatl. *Caulerpa taxifolia* Conf. San Diego, CA, California Sea Grant Publication No. T-047

Anderson, LWJ 2002b. *Caulerpa taxifolia* in the United States: Rapid response and eradication program. Proc. Internatl. *Caulerpa taxifolia* Conf. San Diego, CA, California Sea Grant Publication No. T-047

Anderson, L.W.J. 2002.c. Biological control of killer algae: *Caulerpa taxifolia*. Proc. 3th Calif. Conf. on Biological Control. (ed.) Mark S. Hoddle P.79-85.

Mullin, B.H. , Anderson, L.W.J., DiTomaso, J.M., Eplee, R.E., Getsinger, K.D. 2000. Invasive Plant Species: CAST Issue Paper No. 13., 18 p.

Anderson, L.W.J. 1999. Emerging Issues in Biological Control and Weed Science. Proceedings. First California Conference on Biological Control. (ed.) Mark S. Hoddle, pp24-27.

Anderson, L.W.J. , Chilton, E., Cofrancesco, A., Glenn, E. and Haller, W.T. 1999, Report: *Salvinia molesta* ("Giant Water Fern") Science Advisory Panel. 9 p.

Hoshovsky, M.C. and Anderson, L. *Egeria densa* planchon. 2000. *in* Invasvie Plants of California's Wildlands. Eds. C.C. Boissard, J.M. Randall and M.C. Hoshovsky. P. 161-164. Univ. Calif. Press.

Petty, D.G, H.J.G. Skogerboe, K.D.Getsinger, D.R. Foster, B.A. Houtman, J.W.Fairchild and L.W.Anderson. 2001. The aquatic fate of triclopyr in whole-pond treatments. Pest Mangement Science 57:764-775.

Turner, C.E., Anderson, L.W.J., Foley, P., Goeden, R.D., Lanini, W.T., Lindow, S.E. and Qualset, C.O. 1992. Biological approaches to weed management. In Beyond Pesticides Biological Approaches to Pest Management in California, (Chapter 2, p. 32-67)

Sytsma, M. and Anderson, L.W.J. Biomass, nitrogen, and phosphorus allocation in parrot feather *(Myriophyllum aquaticum).* J. Aquat. Plant Manage. 31-.244-248. 1993.

Sytsma, M.D. and Anderson, L.W.J. Use of hollow-fiber membranes for measurement of diffusive flux of compounds in sediments.1993. J. Aquat. Plant Manage. 31:262-265.

Anderson, L.W.J. Progress and promise in management of aquatic-site vegetation using biological and biotechnological approaches.1993 In.. Pest Management: Biologically Based Technologies; Lumsden, R.D. and Vaughn, J.L., eds.; ACS Conference Proc. Series, Beltsville, MD. 241-249.

Anderson, L.W.J. Aquatic weed management and water management policy.1993 Proceedings of the 45th An. California Weed Conference, p.169-176. 1993.

Anderson, L.W.J. Aquatic weed biology and management strategies. 17p. XIV Congreso Nacional de la Ciencia de la Maleza. Nov. 10-12, (Report).

Anderson, L.W.J. 1993. Options for management of waterhyacinth in Lake Chapala, MX. 5p. XIV Congreso Nacional de la Ciencia de la Maleza. Nov. 10-12. (Report).

Sytsma, M.D. and Anderson, L.W.J. 1993. Criteria for assessing nitrogen and phosphorus deficiency in *Myriophyllum aquaticum.* J. Freshwater Ecology, 8(2):155-163.

Sytsma, M.D. and Anderson, L.W.J. 1993Nutrient limitation in *Myriophyllum aquaticum.* J. Freshwater Ecology, 8(2):165-176

Sytsma, M.D. and Anderson, L.W.J. 1993. Transpiration by an emergent macrophyte: source of water and implications for nutrient supply. Hydrobiologia, 271-97-108.

Anderson, L.W.J. USDA/ARS 1994 Annual Report, Aquatic Weed Control Investigations. 54pp.

Anderson, L.W.J. 1994. Biological control of aquatic weeds - Current research and implementation activities. Proceedings of the 46th An. California Weed Conference, p.55-62.

Godfrey, K.E., Anderson, L.W.J., Perry, S.D. and Dechoretz,1994 N. Overwintering and establishment of *Bagous affinis* on *Hydrilla verticillata* in northern California. Florida Entomologist, 77(2):221-230.

Godfrey, K.E. and Anderson, L.W.J.1994 Feeding by *Bagous affinis* (Coleoptera: Curculionidae) inhibits germination of hydrilla tubers. Florida Entomologist, 77(4)-.480-488.

Godfrey, K.E. and Anderson, L.W.J.1994 Developmental rates of *Bagous affinis* (Coleoptera-Curculionidae) at constant temperatures. Florida Entomologist, 77(4):516-519.

Spencer, D.F., Anderson, L.W.J., Ksander, G., Klaine, S. and Bailey, F. Vegetative propagule production and allocation of carbon and nitrogen by monoecious *Hydrilla verticillata* (L.f.) Royle grown at two photoperiods.1994 Aquatic Botany 48-121-132.

Spencer, D.F., Anderson, L.W.J. and Ksander, G. 1994Field and greenhouse investigations on winter bud production by *Potamogeton gramieneus* L. Aquatic Botany, 48: 285-295.

Gee, D. and Anderson, L.W.J. 1998 Influence of leaf age on responsiveness of *Potamogeton nodosus* to ABA-induced heterophylly. Plant Growth Regulation 24:119-125. 1998

Petty, D.G., Skogerboe, HJ.G., Getsinger, K.D., Foster, D.R., Fairchild, J.W. and Anderson, L.W. 1998. Aquatic dissipation of triclopyr in a whole-pond treatment. Technical Report A-98-6. US Army Corps of Engineers. 99p.

Anderson, L.W.J. 1999. Dissipation and movement of Sonar and Komeen following typical applications for control of Egeria densa in the Sacramento/San Joaquin Delta and Production and Viability of E. densa fragments following mechancial harvesting (1997/1998). Report for EIR , California Dept. of Boating and Waterways. 79.P.

Mullin, B.H., Anderson, L.W.J., DiTomaso, J.M., Eplee, R.E., Getsinger, K.D. 2000. Invasive Plant Species: CAST Issue Paper No. 13., 18 pp.

Anderson, L.W.J. 1998. *Egeria* Invades the Sacramento-San Joaquin Delta. Aquatic Nuisance Species Digest 3: 37-40.

Anderson, L.W.J. 1998. Emerging Issues in Biological Control and Weed Science. Proceedings. First California Conference on Biological Control. (ed.) Mark S. Hodedle, pp 24-27.

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Anderson, L.W.J. 2002b. Assessment of *Caluerpa taxifolia* viability in sediment from Agua Hedionda eradication treatments. *In:* Williams, S.L., Anderson, L.W.J. Research in support of management of Caulerpa invasions: Final Report. Bodega Marine laboratory. (CDFG #P-85-511), p. 1-25.

Boards & Commissions

Benicia, CA Application

Profile

Thank you for your interest in serving on the Boards & Commissions for the City of Benicia. The Benicia City Council is committed to a diversity of representation on our Boards, Committees and Commissions for gender, race, ethnicity, geography, social, environmental and economic sectors as well as avoiding potential conflicts of interest.

Which Boards would you like to apply for?

Industrial Safety Citizen Oversight Commission : Not Submitted

Peter (First Name) | R (Middle Initial) | Ciriscioli (Last Name)

[redacted] (Email Address)

[redacted] (Street Address) | (Suite or Apt)

Benicia (City) | CA (State) | 94510 (Postal Code)

[redacted] (Primary Phone) | (Alternate Phone)

Self (Employer) | Consultant (Job Title)

Interests & Experiences

Why are you interested in serving on a board or commission?

I have relevant experience (see petercirisciolli.com) which I'm sure can help the City maintain an acceptable environment for its residents.

Upload a Resume

Form Updated 7/2020 - Changes to Form Require Approval by Mayor

Peter Ciriscioli

Leadership, Innovation and New Product Development

[redacted]

I thrive on the challenge to do something that hasn't been done.

My resume will reveal tremendous success at it; some of my work has ended up in Boeing's Museum of Flight, the Smithsonian Institution, and has even been recognized by the US Secretary of Defense.

I have extensive experience with aircraft, missiles and space including a number of different ICBM programs and satellites. I authored 33 FAA approved specifications, and helped fabricate parts, components and assemblies, including supervising manufacturing for the “graveyard shift”, for the all-composite LearFan aircraft. I developed the composite material manufacturing processes and the design “allowables" for the Trident II (D5) Fleet Ballistic Missile. One of my composite material innovations enabled the manufacturing of the Airbus A380 horizontal stabilizer, and a new molecule my team and I invented and patented is used on the honeycomb-composite structures of almost every commercial aircraft and military aircraft flying today.

I’ve successfully developed vehicle and vehicle systems too: I led development of the first hybrid electric drive for armored vehicles (http://www.businesswire.com/news/home/20070815005658/en/BAE-Systems-Unveils-Hybrid-Electric-Drive-System), and captured the US Department of Defense competition to integrate it into the Future Combat System’s Manned Ground Vehicle (“MGV”). Our hybrid electric system was the largest at the time, 1,200 kW (1,600 Hp). I led the development of the BAE System MRAP family of vehicles, and and I led the successful technology demonstration and prototype phase of the DoD’s HMMWV replacement, the BAE Systems JLTV.

Recently I’ve been helping companies innovate: I developed and implemented a web-based innovation process across the entire 28,000 employee Vedanta Resources Group (LON:VED). I identified and advanced ideas which will yield more than $ 3.7 billion USD revenue (and more than $1.8 billion USD profit) for the Group.

I love complex problems that require speedy solutions and outstanding teamwork.

Please consider me for a position!

Thanks!

Peter R Ciriscioli

Willing to relocate: Anywhere
Authorized to work in the US for any employer

[redacted]

WORK EXPERIENCE

Consultant

Innovation and New Product Development - 2014 - Present

Innovation process and new product development: Identify innovative opportunities, develop and implement innovation processes and lead teams to develop new products and processes which meet business-case requirements.

Support Solutions Sector - Director, Strategic Capture

BAE Systems - 2003 - 2014

Business Development: Build and lead capture teams to win Government contracts in energetic materials production (RAAP), land vehicle system development and survivability systems, and operations.

Principal Engineer

ARA Corp - 2001 - 2003

Develop MEMS technology for an AFRL weapons development project.

Program Manager, Mechanical Engineering - GE Corporate Research Center

General Electric Corporation - 1999 - 2001

Helped found the Jack Welch Research Center in Bangalore India by hiring the first 40 engineers. Led the US/ India mechanical engineering organization of 300 professionals. New materials technology, nanotechnology and product development for GE Medical Systems, GE Industrial Systems, GE Transportation Systems and GE Appliances.

Chief Scientist and Director, Research

ICI Composites Corporation - 1990 - 1997

600 employees, $325M sales, 6 US and international locations)
Strategy, creation, development and scale-up of new advanced composite material technologies and products throughout the enterprise. Only non-director or non-officer named "key employee" in SEC registration statement. Profit/loss responsibility for $500M new business project. Participated in five acquisitions.

Vice President Engineering

Sierra Composite Design - 1985 - 1987

Fireproof composite material aircraft secondary structure design and prototype manufacture.

Group Engineer

Lockheed Missiles and Space Corporation - 1983 - 1985

Led advanced manufacturing and prototype facility. Developed composite material design allowable properties for the Trident II (D5) missile.

Senior Engineer

LearFan Corporation - Reno, NV - 1979 - 1983

Engineering authority for all aircraft metals and composite materials. Authored 33 FAA approved specifications.

Research Engineer

Oregon Metallurgical Corporation - Albany, OR - 1978 - 1979

Developed manufacturing process for Titanium alloy Beta-3 and sand casting of Zirconium.

Senior Engineer

FMC Corporation - Central Engineering Laboratories - 1976 - 1978

Conducted over 200 failure investigations, Bradley Fighting Vehicle materials authority.

EDUCATION

Doctor of Philosophy in Mechanical Engineering

Stanford University - Palo Alto, CA 1990

Master of Science in Materials Science and Engineering

University of California - Davis, CA 1976

Bachelor of Science in Materials Science and Engineering

University of California - Davis, CA 1975

AWARDS

1. 2011 BAE Systems Chairman's Bronze Award – RAAP Capture
2. 2009 Colin Archer Award for Engineering Excellence – NATC
3. 2008 BAE Systems Chairman's Super Bronze Award - JLTV Capture Team
4. 2008 BAE Systems Chairman's Bronze Award - JLTV FoV Commonality
5. 2008 BAE Systems Chairman's Bronze Award - JLTV Integrated Design Team
6. 2008 BAE Systems Chairman's Bronze Award - JLTV User Centric Design Team
7. 2004 UDLP Discretionary Award for Hybrid Electric Drive
8. 2004 UDLP Discretionary Award for Composite work on CICM
9. 2002 Frontiers in Engineering, National Academy of Engineering
10. 1998 U.S. House of Representatives, Certificate of Recognition
11. 1998 California State Senate, Certificate of Recognition
12. 1998 California State Assembly, Certificate of Recognition
13. 1998 Outstanding Alumni, Merced College
14. 1998 Letter of Recognition, City of Merced
15. 1995 Frontiers in Engineering, National Academy of Engineering
16. 1994 Certificate of Appreciation, American Society of Mechanical Engineers
17. 1990 Dow Chemical Award for Excellence in Composites Research (Cash Prize)
18. 1990 Post-Doctoral Research Fellowship, Aero/Astro Dept., Stanford University.
19. 1990 - 1988 Research Associate, Mechanical Engineering Dept., Stanford.
20. 1975 - 1977 Graduate Research Assistantship, University of California, Davis.
21. 1971 Congressional appointment to U.S. Merchant Marine Academy, Kings Point, NY.
22. 1971 Congressional appointment to U.S. Naval Academy, Annapolis, Maryland

PATENTS

1. Curable Compositions (#6,242,083)
2. At least trifunctional epoxy resin reacted with solid rubber (#6,013,730)
3. Washerless Vacuum Port (#4,858,966),
4. Pressure Responder (#4,758,699),
5. Heat Insulating Blanket (#4,522,673)
6. Armored Window System (#8,037,802)

PUBLICATIONS:

Books:

Ciriscioli, P. R., and G. S. Springer, *Smart Autoclave Cure of Composites*, Technomic Publishing Company, Lancaster, PA, 1990.

Ciriscioli, P .R., and Mantell, S. C., Eds., *Composites: Design and Manufacture for Cost Effectiveness*, The American Society of Mechanical Engineers, New York, NY, 1994.

Refereed Articles:

Mantell, S.C., P.R. Ciriscioli, and G. Almen. 1994. "Cure Kinetics and Rheology Models for ICI Fiberite 977-3 and 977-2 Thermosetting Resins." *Journal of Reinforced Plastics and Composites*.

Mantell, S.C. and P.R. Ciriscioli. 1993. "Cure Model for ICI Fiberite 977-2 and 977-3 Resins." *Proceedings of the 8th International SAMPE Symposium,* Society for the Advancement of Material and Process Engineering, vol. 38, pp. 988-998.

Ciriscioli, P. R., Q. Wang, and G. S. Springer, “Autoclave Curing - Comparisons of Model and Test Results,” *Journal of Composite Materials*, Vol. 26 (1992), pp. 90-102.

Ciriscioli, P. R., G. S. Springer, and W. I. Lee, “An Expert System for Autoclave Curing of Composites,” *Journal of Composite Materials*, Vol. 25 (1991), pp. 1542-1587.

Ciriscioli, P. R., Q. Wang, and G. S. Springer, “A Technique for Measuring the Mechanical Properties of Thick Composite Laminates,” *Journal of Composite Materials*, Vol. 25 (1991), pp. 1330-1339.

Ciriscioli, P. R., “Change,” *SAMPE Journal*, Vol. 27 (1991), pp. 7.

Ciriscioli, P. R., “Tooling,” *International Encyclopedia of Composites*, Vol. 6, (ed. S. M. Lee), VCH Publishers Incorporated, New York, NY, 1991.

Ciriscioli, P. R., and G. S. Springer, “Dielectric Cure Monitoring - A Critical Review,” *SAMPE Journal*, Vol. 25 (1989), pp. 35-42. Also in *Tomorrow’s Materials: Today*, Society for the Advancement of Materials and Process Engineering, Vol. 34 (1989), pp. 312-324.

Ciriscioli, P. R., W. I. Lee, D. G. Peterson, G. S. Springer, and J. M. Tang, “Accelerated Environmental Testing of Composites,” *Environmental Effects on Composite Materials*, Vol. 3, (ed. G. S. Springer), Technomic Publishing Company, Lancaster, PA, 1987. Also in *Journal of Composite Materials*, Vol. 21 (1987), PP 225-242.

Mantell, S. C., P R. Ciriscioli, and G. Almen, “Cure Kinetics and Rheology Models for ICI Fiberite 977-3 and 977-2 Thermosetting Resins,” *Journal of Reinforced Plastics and Composites*, Vol 14 (1995), pp. 847-865.

Dusi, M. R., W. I. Lee, P. R. Ciriscioli, and G. S. Springer, “Cure Kinetics and Viscosity of Fiberite 976 Resin,” *Journal of Composite Materials*, Vol. 21 (1987), pp. 243-261.

Lee, W. I., P. R. Ciriscioli, M. R. Dusi, and D. R. Peterson, “Cure Process Model of Organic Matrix Composites in the Presence of Vapor Release,” *Journal of Reinforced Plastics and Composites*, Vol. 5 (1986), pp. 3-8.

Lee, W. I., P. R. Ciriscioli, and G. S. Springer, “Accelerated Environmental Conditioning of Composites, “ *SAMPE Quarterly*, Vol. 17 (1986), pp. 27-31. *Also in Material Sciences for the Future*, Society for the Advancement of Materials and Process Engineering, Vol. 31 (1986), pp. 263-268.

Conference Proceedings:

Ciriscioli, P. R., “Expert System Cure Control: Considerations for Tool Design,” *Tooling for Composites*, Society of Manufacturing Engineers, EM90-176 (1990), pp. 1-6.

Ciriscioli, P. R., “The Effect of Gelcoat Mechanical Properties on the Life and Dimensional Accuracy of Composite Tools,” *Tomorrow’s Materials: Today*, Society for the Advancement of Materials and Process Engineering, Vol. 34 (1989), pp. 1306-1314.

Ciriscioli, P. R., Q. Wang, G. S. Springer, and W. I. Lee, “An Expert System for Controlling Autoclave Temperature,” *Advanced Materials: The Challenge for the Next Decade*, Society for the Advancement of Materials and Process Engineering, Vol. 2 (1990), pp. 1507-1516.

Ciriscioli, P. R., “The Creep Behavior of Cured Bis-phenol A Resin at Elevated Temperature,” *Failure Modes of Composites*, American Society for Metals, 1976.

Lee, W. I., P. R. Ciriscioli, and G. S. Springer, “Dimensional Stability of Unsymmetric Laminates,” *Materials Sciences for the Future*, Society for the Advancement of Materials and Process Engineering, Vol. 31 (1986), pp. 750-763.

Mantell, S. C., P. R. Ciriscioli, “Cure Model for ICI Fiberite 977-2 and 977-3 Resins,” *Advanced Materials: Performance Through Technology Insertion*, Society for the Advancement of Materials and Process Engineering, Vol. 38 (1993), pp. 988-998.

DRAFT

MINUTES OF THE
SPECIAL MEETING – CITY COUNCIL
MAY 20, 2025
5:00 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.

1) CALL SPECIAL MEETING TO ORDER

Mayor Young called the Special Meeting to order at 5:00 p.m.

2) CONVENE OPEN SESSION

3) ROLL CALL

All Council Members were present.

Council Member Birdseye arrived at 5:05 p.m.

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 REAL PROPERTY NEGOTIATORS
Property: Vacant Parcel at Northeast Corner of East 4th and East L Street (No Address, APN: 0088-124-130) and "Senior Center Site" (187 East L Street, APNs 0088-113-020, 0088-113-030, Portion of 0088-113-010, Portion of 0088-141-070, Portion of 0088-141-060)
Agency negotiator: (City Manager and Assistant City Manager)
Negotiating parties: (Eden Housing, Inc.)
Under negotiation: (Price, terms of payment, or both)

Mayor Young adjourned the meeting to Closed Session at 5:01 p.m.

7) RECONVENE OPEN SESSION

Mayor Young reconvened the Open Session at 6:00 p.m.

8) ANNOUNCEMENTS FROM CLOSED SESSION, IF ANY

Ben Stock, City Attorney, stated that Council met in Closed Session on one item and took no reportable actions.

9) ADJOURNMENT

Mayor Young adjourned the Special Meeting at 6:00 p.m.

_____
City Clerk

DRAFT

MINUTES OF THE
REGULAR MEETING – CITY COUNCIL
MAY 20, 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

All Council Members were present.

4) PLEDGE OF ALLEGIANCE

5) REFERENCE TO THE FUNDAMENTAL RIGHTS OF THE PUBLIC

6) ANNOUNCEMENTS

6.A MAYOR'S OFFICE HOURS

7) PROCLAMATIONS

8) APPOINTMENTS

9) PRESENTATIONS

10) ADOPTION OF AGENDA

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

Ayes: Council Member Birdseye, Council Member Largaespada, Vice Mayor Macenski, Council Member Scott, Mayor Young
Noes: (None)

Mario Giuliani, City Manager, stated that Item 13.D would be pulled from the Consent Calendar to correct a typo.

11) OPPORTUNITY FOR PUBLIC COMMENTS

12) WRITTEN COMMENT

13) PUBLIC COMMENT

1. Jeffrey Tover and Vickie Marchand - Mr. Tover and Ms. Marchand introduced a new group titled The Benicia Art Gallery Alliance 'BAGA'.
2. Lori Grundman - Ms. Grundman discussed the East E Street parking lot that has been closed recently and asked for an update.
3. Maryann Butler, Resource Conservation District - Ms. Butler gave an update on the work they have done in the schools this year and concerns regarding funding challenges.

14) CONSENT CALENDAR

14.A MINUTES FROM THE MAY 6, 2025 REGULAR MEETING

May 6, 2025 Regular City Council Meeting Minutes

14.B REQUEST TO FLY THE RAINBOW FLAG IN RECOGNITION OF LGBTQIA+ PRIDE MONTH

Staff Report - Request to Fly Rainbow Pride Flag in Recognition of LGBTQIA+ Pride Month
1. Outdoor Flag Display Policy

14.C REQUEST TO FLY THE JUNETEENTH LIBERATION FLAG

Staff Report - Request to Fly Juneteenth Liberation Flag
1. Outdoor Flag Display Policy

14.D PUBLIC REVIEW OF ANNUAL REPORT OF MILITARY EQUIPMENT USE BY THE BENICIA POLICE DEPARTMENT

Staff Report - AB481 2024 Annual Report
1. AB481 Annual Report - 2024
2. Ordinance 22-8 - Military Equipment Use Policy

Mario Giuliani, City Manager, noted that there was a typo on page 4 that needed to be corrected to 2024.

Public Comment:
None

On motion of Vice Mayor Macenski, seconded by Council Member Birdseye, Council approved the review of the AB481 Annual Report – 2024, on a roll call by the following vote:

Ayes: Council Member Birdseye, Council Member Largaespada, Vice Mayor Macenski, Council Member Scott, Mayor Young
Noes: (None)

14.E FY 2024/25 THIRD QUARTER BUDGET REPORT

Staff Report - FY25 Q3 Budget Report

14.F SECOND AMENDMENT TO PLACEWORKS ON-CALL PLANNING MASTER SERVICES AGREEMENT AND ACCEPTANCE OF TASK ORDER #4

Staff Report - PlaceWorks Second Amendment to Agreement
1. Resolution - PlaceWorks Second Amendment to Master Services Agreement
2. PlaceWorks Second Amendment to Master Services Agreement
3. PlaceWorks Task Order #4 - Placeworks EIR

RESOLUTION NO. 25- 51 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING A SECOND AMENDMENT TO THE MASTER SERVICES AGREEMENT WITH PLACEWORKS FOR ON-CALL PLANNING SERVICES FOR AN ADDITIONAL YEAR ENDING ON DECEMBER 31, 2027, APPROVING TASK ORDER #4, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE MASTER SERVICES AMENDMENT AND TASK ORDER #4 ON BEHALF OF THE CITY

14.G LANDSCAPING AND LIGHTING DISTRICT FISCAL YEAR 2025-2026

Staff Report - FY25-26 Landscape and Lighting Assessment
1. Resolution - Intent to Initiate Proceedings
2. Resolution - Preliminary Approval of Engineer's Report
3. Resolution - Setting the Public Hearing Date on June 17, 2025
4. Preliminary LLAD Eng Rpt FY 25-26
5. Landscaping and Lighting Assessment District Diagram

RESOLUTION NO. 25- 52 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA DESCRIBING IMPROVEMENTS AND DIRECTING PREPARATION OF ENGINEER'S REPORT FOR THE CITY OF BENICIA LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2025-2026

RESOLUTION NO. 24- 53 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA OF INTENTION TO ORDER THE LEVY AND COLLECTION OF ASSESSMENTS PURSUANT TO THE LANDSCAPING AND

LIGHTING ACT OF 1972 AND THEREFORE SETTING A PUBLIC HEARING ON JUNE 18, 2024, TO CONSIDER THE FISCAL YEAR 2024-2025 CITY OF BENICIA LANDSCAPING AND LIGHTING DISTRICT

RESOLUTION NO. 25- 54 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA OF INTENTION TO ORDER THE LEVY AND COLLECTION OF ASSESSMENTS PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 AND THEREFORE SETTING A PUBLIC HEARING ON JUNE 17, 2025, TO CONSIDER THE FISCAL YEAR 2025-2026 CITY OF BENICIA LANDSCAPING AND LIGHTING DISTRICT

14.H APPROVAL OF A PARCEL MAP FOR SUBDIVISION TO CREATE TWO LOTS ON A 61.743 ACRE PARCEL LOCATED AT 2650 AND 2850 BAYSHORE ROAD AND ACCEPT PUBLIC STORM DRAIN EASEMENT DEDICATION

Staff Report - Approval of Parcel Map 2650 and 2850 Bayshore Road

RESOLUTION NO. 25- 55 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING A PARCEL MAP FOR SUBDIVISION TO CREATE TWO LOTS ON A 61.743 ACRE PARCEL LOCATED AT 2650 AND 2850 BAYSHORE ROAD AND ACCEPTING STORM DRAIN EASEMENT DEDICATION

1. Resolution - Approval of Parcel Map 2650 and 2850 Bayshore Road
2. Parcel Map - 2650 and 2850 Bayshore Road

14.I APPROVAL OF AGREEMENT WITH EV CHARGING SOLUTIONS, INC. FOR ELECTRIC VEHICLE CHARGING STATIONS

Staff Report - Approval of Agreement with EVCS

Council discussed support for the proposed project, the location correction (Hilcrest to Rose Drive), and the senior center, the need to strengthen the terms and conditions, the need for clarity on who is paying for the electricity, changing the payment terms to 30 days after each month, strengthening the exit clause without penalties if the chargers are underutilized or are underperforming (possibly a 2-year review), and striking the first sentence in Section 10a.

Public Comment:

1. Lori Grundman - Ms. Grundman discussed the issue of the cost of vandalism.
2. Jeffrey Tover - Mr. Tover inquired about the quality and dependability of the proposed charging stations.
3. Constance Beutel - Ms. Beutel discussed support for the proposed charging stations.

After a discussion, Council approved continuing this item until proposed changes are made:

- Cleaning up language on vandalism
- Staying with a 10 year term
- Payment within 30 days of the month
- Moving the senior center site due to upcoming project
- Correct Hilcrest to Rose Drive
- Clarify that if they have to remove a station, they will return the site to the same condition
- Incorporating language regarding a service level agreement

1. Resolution -Approval of Agreement with EVCS
2. Agreement with EVCS

On motion of Mayor Young, seconded by Council Member Scott, Council approved continuing this item until the proposed changes are made to the contract, on a roll call by the following vote:

Ayes: Council Member Birdseye, Council Member Largaespada, Vice Mayor Macenski, Council Member Scott, Mayor Young
Noes: (None)

14.J 2025 HOUSING ELEMENT IMPLEMENTATION

Staff Report - Housing Element Implementation 2025

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

Council pulled items 13.D and 13.I for discussion.

On motion of Vice Mayor Macenski, seconded by Council Member Birdseye, Council approved Council pulled items 14.B, E, I, on a roll call by the following vote:

Ayes: Council Member Birdseye, Council Member Largaespada, Vice Mayor Macenski, Council Member Scott, Mayor Young
Noes: (None)

15) BUSINESS ITEMS

15.A FY 2025/26 AND FY 2026/27 BUDGET STUDY SESSION - STAFFING, GENERAL FUND DEPARTMENT HIGHLIGHTS, AND ECONOMIC DEVELOPMENT CHANGES

Jeff Tschudi, Finance Director, Roxana Moradi, Budget Manager, and Colette Schow, Economic Development Manager, reviewed the staff report and a PowerPoint presentation.

Council and Staff discussed the need to focus on Fiscal Year 2026, knowing there are multiple changes coming (Valero closure, etc.), the tourism program, economic development, and staffing vacancies.

Public Comment:

1. Mike Caplin - Mr. Caplin spoke in support of the proposed tourism contract.
2. Leah Shellhorn - Ms. Shellhorn spoke in support of the proposed tourism contract.
3. Mary Hand - Ms. Hand spoke in support of the proposed tourism contract.
4. Vicky Marchand - Ms. Marchand spoke in support of the proposed tourism contract.
5. Christina Strawbridge - Mrs. Strawbridge spoke in support of the proposed tourism contract.
6. Marilyn Bardet - Ms. Bardet discussed support for the tourism contract and concern regarding the City's logo.
7. Betty Lucas - Ms. Lucas spoke in support of the proposed tourism contract.
8. Wendy Phillips - Ms. Phillips spoke in support of the proposed tourism contract.
9. Jeffrey Tover - Mr. Tover spoke in support of the proposed tourism contract.
10. Steven Gollub - Mr. Gollub spoke in support of the proposed tourism contract.
11. Will Tarbox - Mr. Tarbox discussed options for the Valero property.
12. Penny Stell - Mrs. Stell spoke in support of the proposed tourism contract.

Council discussed the budget.

Staff Report - FY26 & FY27 Budget Study Session 2
1. Resolution - 25-21 and Budget Development Policy

15.B APPOINTMENT OF CITY COUNCIL MEMBERS TO AD HOC "ACT" TASK FORCE GROUPS IN RESPONSE TO POTENTIAL BENICIA VALERO REFINARY CLOSURE

Staff Report - ACT Task Force Groups

Mario Giuliani, City Manager, reviewed the staff report.

Mayor Young discussed his proposed appointments.

Council Members discussed their appointments.

Public Comment:

1. Marilyn Bardet - Ms. Bardet discussed the need for a 5th task force to discuss cleanup.
2. Steven Gollub - Mr. Gollub discussed the BAAQMD settlement funds.
3. Michael Hayes - Mr. Hayes discussed the possible Valero closure.

On motion of Vice Mayor Macenski, seconded by Council Member Birdseye, Council approved by motion, the nomination of the respective members of the City Council to the proposed Ad Hoc Task Force Groups, on a roll call by the following vote:

Ayes: Council Member Birdseye, Council Member Largaespada, Vice Mayor Macenski, Council Member Scott, Mayor Young
Noes: (None)

16) COUNCIL MEMBER COMMITTEE REPORTS

16.A COUNCIL MEMBER COMMITTEE REPORTS

Council Member Committee Reports

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

Mayor Young adjourned the meeting at 9:59 p.m.

City Clerk

DRAFT

MINUTES OF THE
SPECIAL MEETING – CITY COUNCIL
MAY 21, 2025
4:00 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 SPECIAL MEETING TO ORDER

Mayor Young called the Special Meeting to order at 4:00 p.m.

2) CONVENE OPEN SESSION

3) ROLL CALL

Present: Council Member Birdseye, Vice Mayor Macenski, Council Member Scott, Mayor Young
Absent: Council Member Largaespada

4) PLEDGE OF ALLEGIANCE

5) REFERENCE TO THE FUNDAMENTAL RIGHTS OF THE PUBLIC

6) ADOPTION OF THE AGENDA

On motion of Vice Mayor 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 Member Birdseye, Vice Mayor Macenski, Council Member Scott, Mayor Young
Noes: (None)

7) OPPORTUNITY FOR PUBLIC COMMENTS

8) WRITTEN COMMENT

9) PUBLIC COMMENT

None

10) BUSINESS ITEM

10.A AWARD OF CONSTRUCTION CONTRACT AND AUTHORIZE A BUDGET AMENDMENT FOR THE MILITARY WEST PEDESTRIAN BRIDGE REPLACEMENT AND BARRIER REMOVAL PROJECT

RESOLUTION NO. 25- 56 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA ACCEPTING THE BIDS FOR THE MILITARY WEST PEDESTRIAN BRIDGE REPLACEMENT AND BARRIER REMOVAL PROJECT, AWARDING THE CONSTRUCTION CONTRACT, TO LEONIDA BUILDERS, INC., AUTHORIZING THE CITY MANAGER TO SIGN THE CONSTRUCTION CONTRACT ON BEHALF OF THE CITY, AND AUTHORIZING THE FINANCE DIRECTOR TO EXECUTE BUDGET AMENDMENTS

Neil Leary, Deputy Public Works Director, reviewed the staff report and a PowerPoint presentation.

Council and Staff discussed whether the contract was subject to the PLA (no), why the project would not begin for 30 days, the bid protest that was submitted, whether Art was incorporated (no).

Public Comment:
None

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

On motion of Vice Mayor Macenski, seconded by Council Member Birdseye, Council approved the adoption of Resolution 25-56, as presented, on a roll call by the following vote:

Ayes: Council Member Birdseye, Vice Mayor Macenski, Council Member Scott, Mayor Young
Noes: (None)

11) ADJOURNMENT (4:30 P.M.)

Mayor Young adjourned the meeting at 4:13 p.m.

City Clerk

DRAFT

MINUTES OF THE
REGULAR MEETING – CITY COUNCIL
JUNE 3, 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

All Council Members were present.

Council Member Macenski arrived at 7:01 p.m.

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 LGBTQIA+ PRIDE MONTH - JUNE 2025

Proclamation - LGBTQ Pride 2025

8) APPOINTMENTS

8.A CITY COUNCIL APPOINTMENTS; SUBCOMMITTEE'S RECOMMENDATIONS TO THE MAYOR FOR BOARDS, COMMISSIONS AND COMMITTEES

9) PRESENTATIONS

10) ADOPTION OF AGENDA

Suzanne Thorsen, Assistant City Manager, noted that Item 15.E would be moved up to go prior to Item 15.C on the agenda.

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

Ayes: Council Member Birdseye, Council Member Largaespada, Council Member Scott, Mayor Young
Noes: (None)

11) OPPORTUNITY FOR PUBLIC COMMENTS

12) WRITTEN COMMENT

13) PUBLIC COMMENT

1. Constance Beutel - Ms. Beutel complimented the City on the new Welcome to Benicia sign.

14) CONSENT CALENDAR

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

Public Comment:
None

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

Ayes: Council Member Birdseye, Council Member Largaespada, Council Member Scott, Mayor Young
Noes: (None)

15) BUSINESS ITEMS

15.A INTRODUCTION AND FIRST READING OF A PROPOSED AMENDMENT TO BENICIA MUNICIPAL CODE ADDING CHAPTER 8.56 (FIRE HAZARD SEVERITY ZONES) TO TITLE 8 (HEALTH AND SAFETY)

ORDINANCE NO. 25- - 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

Josh Chadwick, Fire Chief, reviewed the staff report.

Council and Staff discussed the rules for what residents can/can't do while clearing the open spaces behind their homes, and how to identify street names that are in the zones.

Public Comment:
None

Staff Report - Fire Hazard Severity Zones
1. Proposed Ordinance - Fire Hazard Severity Zones
2. Public Comments Received

On motion of Council Member Birdseye, seconded by Council Member Scott, Council approved the Introduction and First Reading of the above Ordinance, as presented, on a roll call by the following vote:

Ayes: Council Member Birdseye, Council Member Largaespada, Council Member Scott, Mayor Young
Noes: (None)

15.B INTRODUCTION AND FIRST READING OF AN ORDINANCE AMENDING SECTION 12.16.240 (DRIVEWAY SPECIFICATIONS) TO TITLE 12 (STREETS, SIDEWALKS AND PUBLIC PLACES) OF THE BENICIA MUNICIPAL CODE

ORDINANCE NO. 25- - 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

Derek Linsley, Senior Civil Engineer, reviewed the staff report and a PowerPoint presentation.

Public Hearing Opened

Public Comment:
None

Public Hearing Closed

Staff Report - Amending Section 12.16.240 - Driveway Specifications
1. Draft Ordinance - Amending Section 12.16.240 - Driveway Specifications

On motion of Council Member Birdseye, seconded by Council Member Scott, Council approved the Introduction and First Reading of the above Ordinance, as presented, on a roll call by the following vote:

Ayes: Council Member Birdseye, Council Member Largaespada, Council Member Scott, Mayor Young
Noes: (None)

15.C FY 2025/26 AND FY 2026/27 PROPOSED BUDGET

Jeff Tschudi, Finance Director, and Roxana Moradi, Budget Manager, reviewed the staff report and a PowerPoint presentation.

Council and Staff discussed concern regarding the growth in the professional and technical services budget, grants, benefits, salary, possibly changing the tourism budget to give the money to Benicia Main Street rather than a PR agency, the drop in 'other revenue', the possible loss of Valero's revenue, All Fund expense and All Fund revenue, election costs, Police/Fire benefit increases, water projects, and downtown grants.

Public Comment:

1. Constance Beutel - Ms. Beutel spoke in support of continued funding for Benicia Main Street.
2. Penny Stell - Ms. Stell spoke in support of the tourism and marketing program.
3. Mary Hand - Ms. Hand spoke in support of the tourism and marketing program.
4. Vicky Marchand - Ms. Marchand spoke in support of the tourism and marketing program.
5. Leah Shellhorn - Ms. Shellhorn spoke in support of funding Benicia Main Street.
6. Mike Caplin - Mr. Caplin spoke in support of the tourism and marketing program.
7. Mary Frances Kelly Poh - Ms. Kelly Poh spoke in support of the tourism and marketing program.
8. Christina Strawbridge - Mrs. Strawbridge spoke in support of the tourism and marketing program and the importance of the Benicia Industrial Park, and the possibility of Benicia Main Street assisting with tourism marketing.
9. Randy Young - Mr. Young discussed how important the Benicia Industrial Park is, and the Benicia Chamber of Commerce's willingness to help.
10. Marilyn Bardet - Ms. Bardet spoke in support of the tourism and marketing program.
11. Wendi Phillips - Ms. Phillips spoke in support of the tourism and marketing program.
12. Betty Lucas - Ms. Lucas spoke in support of the tourism and marketing program.

13. Vicky Dennis - Ms. Dennis spoke in support of the tourism and marketing program.

Council and Staff discussed having the tourism and marketing contract item as a separate agenda item in the future, the importance of the Benicia Industrial Park, taking proposals from local companies for the tourism and marketing contract, have the grant program be flexible and include the industrial park and other types of businesses, and the budget policy practice.

Staff Report - FY26 & FY27 Proposed Budget
1. FY26 & FY27 Proposed Budget - Book
2. Resolution - 25-21 and Budget Development Policy

15.D APPROVAL OF AGREEMENT FOR PRIORITY BASED BUDGETING IMPLEMENATION SERVICES FOR THE CITY OF BENICIA

Staff Report - Priority Based Budgeting

RESOLUTION NO. 25- 57 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING AN AMENDMENT TO AN AGREEMENT WITH TYLER TECHNOLOGIES FOR PRIORITY BASED BUDGETING IMPLEMENTATION SERVICES

Mario Giuliani, City Manager, and Chris Fabian, Tyler Technologies, reviewed the staff report and a PowerPoint presentation.

Council and Staff discussed the proposed contract, whether there were versions less expensive available, and why the proposed contract was the best option for the City.

Public Comment:

1. John Takeuchi - Mr. Takeuchi spoke in support of the proposed contract.

Council and Staff discussed the benefits of Priority Based Budgeting.

Public Comment Reopened:
None

1. Resolution - Priority Based Budgeting
2. Contract Amendment - Priority Based Budgeting Module for Tyler Technologies

On motion of Vice Mayor Macenski, seconded by Mayor Young, Council approved the adoption of Resolution 25-57, as presented, on a roll call by the following vote:

Ayes: Council Member Birdseye, Vice Mayor Macenski, Council Member Scott, Mayor Young

Noes: Council Member Largaespada

15.E COMPLIANCE WITH NEW LEGAL OBLIGATIONS RE: PUBLIC HEARING ON CITY VACANCIES AND RECRUITMENT AND RETENTION EFFORTS (ASSEMBLY BILL 2561/GOVERNMENT CODE SECTION 3502.3)

Kim Imboden, Human Resources Manager, reviewed the staff report and a PowerPoint presentation.

Council and Staff discussed the issue of employee satisfaction surveys and input, employee retention trends, vacancy rates, remote work practices, using local comparable markets for positions, exit interview feedback, and a request for a report on the remote positions in the City.

Public Comment:
None

Staff Report - AB2561 Annual Report on Vacancies and Recruitment Efforts
1. AB2561 Legislative Text

On motion of Vice Mayor Macenski, seconded by Council Member Birdseye, Council approved the acceptance of the report, on a roll call by the following vote:

Ayes: Council Member Birdseye, Council Member Largaespada, Vice Mayor Macenski, Council Member Scott, Mayor Young
Noes: (None)

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

Mayor Young adjourned the meeting at 10:15 p.m.

_____
City Clerk

AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 17, 2025
CONSENT CALENDAR

TO : City Council

FROM : City Manager

SUBJECT : **OPPOSITION TO DELTA CONVEYANCE PROJECT**

EXECUTIVE SUMMARY:
The Solano County Board of Supervisor's (Board) opposes the Governor's Budget Trailer Bill proposal related to the Delta Conveyance Project (DCP or Delta Tunnel) included as part of his May Budget Revision. The Board has requested letters of opposition from the respective Solano County Jurisdictions.

RECOMMENDATION:
Adopt a resolution (Attachment 1) opposing the proposal related to the Delta Conveyance Project (DCP or Delta Tunnel) included as part of the Governor's May Budget Revision.

BUDGET INFORMATION:
The recommended action has no direct budget impact.

BACKGROUND:
Dating back to 2009, the Legislature and Administration have consistently and deliberately avoided provisions that facilitate highly controversial and extraordinarily expensive isolated conveyance projects in the Delta (currently called the Delta Conveyance Project) in final versions of legislation. This has been the case, for example, with proposed resources bonds and exemptions from the California Environmental Quality Act (CEQA) that would facilitate new Delta conveyance. When the Governor last tried this type of surprise legislative push in 2023, the Legislature pushed back on the inclusion of such a divisive and expensive project.

The Legislature's sterling track record on this issue has been established through thoughtful and decisive actions. Changing existing laws for the explicit benefit of this highly controversial project would pick "winners and losers" between those living within and near the Delta and those that primarily seek to export more water from the Delta through a new conveyance system built in the north Delta. Disadvantaged and culturally significant communities in the Delta would be gravely and permanently damaged, if not completely destroyed, should the project – which is so large it spans three counties and would take an estimated 14 years to construct – move forward. The inclusion of the

Delta Tunnel in May's Revision is contrary to the policies the administration and Legislature have espoused in recent years and is a breach of trust and understanding that has existed for nearly a decade and a half.

NEXT STEPS:
If approved, staff will send the adopted resolution to the Solano County Board of Supervisor's demonstrating support in opposition of Delta Conveyance Project.

ALTERNATIVE ACTIONS:
If Council does not adopt this resolution, staff will take no further action to support the Bay Area Council's recommendation.

CEQA Analysis	The project is exempt under CEQA Section 15061 (b)3, in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

ATTACHMENT:
1. Resolution – Opposing the Proposal Related to the Delta Conveyance Project

For more information contact: Mario Giuliani, City Manager
Phone: 707-746-4200
E-mail: MGiuliani@ci.benicia.ca.us

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA OPPOSING THE PROPOSAL RELATED TO THE DELTA CONVEYANCE PROJECT INCLUDED AS PART OF THE GOVERNOR'S MAY BUDGET REVISION

WHEREAS, the Solano County Board of Supervisor's (Board) opposes the Governor's Budget Trailer Bill proposal related to the Delta Conveyance Project (DCP or Delta Tunnel) included as part of his May Budget Revision; and

WHEREAS, the Board has requested letters of opposition from the respective Solano County Jurisdictions; and

WHEREAS, dating back to 2009, the Legislature and Administration have consistently and deliberately avoided provisions that facilitate highly controversial and extraordinarily expensive isolated conveyance projects in the Delta (currently called the Delta Conveyance Project) in final versions of legislation; and

WHEREAS, in 2023, the Governor made a similar attempt to advance this type of legislation without broad input, and the Legislature opposed it due to the project's cost and controversy; and

WHEREAS, changing current laws to support this project would unfairly benefit those seeking to export more water from the Delta at the expense of the people who live in or near the Delta; and

WHEREAS, the inclusion of the Delta Tunnel in May's Revision is contrary to the policies the administration and Legislature have espoused in recent years and is a breach of trust and understanding that has existed for nearly a decade and a half.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby oppose the proposal related to the Delta Conveyance Project (DCP or Delta Tunnel) included as part of the Governor's May Budget Revision.

*****

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 17th day of June 2025 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

Exhibit A
TITLE
[see next page]

AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 17, 2025
CONSENT CALENDAR

TO : City Manager

FROM : Public Works Director

SUBJECT : **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**

EXECUTIVE SUMMARY:

The Engineering Division of the Public Works Department is proposing amendments to Section 12.16.240 – Driveway Specifications of the Benicia Municipal Code. The purpose of these amendments is to simplify the approval or rejection process for special permits for oversized driveways (i.e. driveways wider than 20 feet), to provide clarifying language regarding driveway specifications, and to expedite requests to remove abandoned driveways. On June 3, 2025, Staff presented the proposed Ordinance to Council for an introduction and first reading. Council unanimously approved the first reading and directed Staff to return the Driveway Specifications Ordinance for the second reading and final adoption.

RECOMMENDATION:

Conduct the second reading and adopt the proposed Ordinance of the City Council of the City of Benicia (Attachment 1) amending Title 12 (Streets, Sidewalks and Public Places), Chapter 16 (Repair and Construction of Sidewalks and Alleys), Section 240 (Driveway Specifications) of the Benicia Municipal Code.

BUDGET INFORMATION:

There are no direct fiscal impacts that would result from the adoption of the proposed amendment. The proposed amendment would reduce staff time required to approve or deny an encroachment permit application for an oversized driveway by approximately 10 hours.

BACKGROUND:

On June 3, 2025, the City Council conducted a public hearing and introduced the ordinance that would amend the City's Municipal code.

Driveway construction is typically done within the City's right-of-way and thus requires an encroachment permit that must align with the City's Engineering Design Standards and Standard Plans and rules and regulations in the Benicia Municipal Code (BMC),

specifically Section 12.16.240 – Driveway Specifications. This 1954-era BMC statute describes requirements for driveway widths and spacing, allowable locations relative to property lines and intersections, maximum widths as a function of parcel frontage, and how to apply for exemptions from the stated rules.

Presently, the maximum allowable width of a driveway is 20 feet, per BMC 12.16.240. The Section allows for driveways wider than 20 feet in width with issuance of a City Council approved, by resolution, “Special Permit” to construct and maintain driveways in variance with the provisions of the Section. Applications for such special permits are made to the Planning Commission, who then recommend to the City Council the granting or denial of the special permit.

The City receives 3 to 5 requests for permits for “oversized driveways” per year. Each application necessitates a Staff Report detailing the recommendation and reasoning for approval or denial of the permit and requires staff attendance at the Planning Commission and City Council Meetings. The approval or denial process for these special permit applications typically takes 3 to 6 months and requires 10 to 20 hours of Staff time per application. The fee for this special permit is $10, per BMC 12.16.240.

Staff is proposing to simplify and expedite this process by changing responsibility for approval or denial of oversized driveway permit applications from the Planning Commission and City Council to the City Engineer. The City Engineer will be required to consider at a minimum the driveway’s impact to the community, environment, street parking, and Americans with Disabilities Act (ADA) access when approving or denying a permit.

Additional amendments are proposed to various subsections of BMC 12.16.240 to add clarifying language on how driveway widths are measured, how the driveway flares should be constructed, and where driveways may be placed relative to the edge of the property line.

Furthermore, the text of Subsection G was rewritten to allow the City Engineer to issue notices to remove abandoned driveways and restore or install sidewalk, curb, and gutter. As is presently written, requests to remove abandoned driveways must be done by the City Council. This change will expedite enforcement action to remove driveways that have been abandoned.

Overall, these proposed amendments align this Section of BMC more closely with the regulations that apply to other minor concrete work within the City right-of-way and improve the efficiency of the approval or denial process for such work.

NEXT STEPS:
If adopted, the amendments would become effective 30 days after adoption.

ALTERNATIVE ACTIONS:
The Council may decide not to adopt the proposed ordinance.

CEQA Analysis	The requested action is exempt from CEQA because it will not result in a direct or indirect physical change in the environment and therefore it is not a project as defined in CEQA Guidelines Section 15378.

ATTACHMENT:

1. Ordinance – Amending Section 12.16.240 – Driveway Specifications (Title 12)

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

CITY OF BENICIA

ORDINANCE NO. 25-

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

WHEREAS, residential and commercial driveways constructed within the City right of way must align with the City's Engineering Design Standards and Standard Plans and rules and regulations in Benicia Municipal Code, specifically Section 12.16.240 (Driveway Specifications); and

WHEREAS, BMC 12.16.240 Subsection K allows for driveways to be constructed wider than the maximum allowable width of 20 feet with application through the Planning

Commission and issuance of a City Council approved "special permit"; and

WHEREAS, the City receives 3 to 5 applications for special permits for oversized driveways per year; and

WHEREAS, the approval or denial process for these special permit applications typically takes 3 to 6 months and requires 10 to 20 hours of Staff time per application; and

WHEREAS, the amendments to BMC Section 12.16.240 change responsibility for approval or denial of oversized driveway permit applications from the Planning Commission and City Council to the City Engineer, thus reducing the permit processing time and reducing required staff time; and

WHEREAS, the City Engineer in approving or denying a permit for an oversized driveway must consider at a minimum the driveway's impact to the community, environment, street parking, and Americans with Disabilities Act (ADA) access; and

WHEREAS, amendments to other subsections within BMC Section 12.16.240 more clearly define how the widths of driveways are measured and the required offsets from intersections and property lines; and

WHEREAS, amendments to BMC Section 12.16.240 Subsection G allow the City Engineer to issue notices to remove abandoned driveways and restore or install, curb, and gutter without City Council involvement; and

WHEREAS, notice of a public meeting to present the proposed amendments was published in the City of Benicia This Week weekly newsletter on April 14, 2025; and

WHEREAS, Staff conducted a virtual public meeting on April 17, 2025, presented

the proposed amendments, and considered public comment; and

WHEREAS, a first reading of the ordinance was conducted at the June 3, 2025, meeting of the Benicia City Council.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby ordain as follows:

Section 1. 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 is amended to read as follows:

Driveways shall comply with the following regulations:

A. The maximum width of any driveway shall be not more than 20 feet as measured at the curbing. Measurements to determine compliance with this subsection shall be made at the low point of the driveway, excluding the flare.

B. The minimum distance between driveways serving the same lot or parcel of land shall provide a minimum of 18 feet of full curb height as measured at the curbing.

C. Not to exceed 50 percent of the frontage upon any street of the lot or lots or parcel of land to be served thereby shall be devoted to driveways. In determining compliance with this provision, the full width of the driveway, including the width of flares shall be considered.

D. Driveways shall be located not closer than 5 feet from a curb return on a corner lot, nor closer than 25 feet to the intersection of the curb liens of two intersecting streets.

E. A full six inches of curb height shall be maintained for a distance of not less than 3 feet from a side property line.

F. Driveway flare, transition from full curb height to driveway depression, shall be a minimum of 3 feet in width.

G. No driveway or driveway approach shall be constructed so as to extend beyond the curb line into the gutter or street.

H. No permit shall be issued to remove any curbing unless a concrete driveway between curbing and sidewalk is to be installed.

I. All concrete work shall be done in accordance with city specifications in effect at the time of such work.

J. Before any permit shall be issued to remove curbs or install driveways, applicable fees established by city council resolution shall be paid to the city.

K. The City Engineer may determine that the use for which a driveway was constructed has been abandoned and give written notice requiring that the curb, landscaping strip, and sidewalk shall be restored to its original condition, or that a curb be constructed if none previously existing and that the parkway and sidewalk be constructed to established grade.

L. The City Engineer, in special cases may approve residential driveways wider than 20 feet. Approval must consider at a minimum the driveway's impact to the community, environment, street parking, and American's with Disabilities Act (ADA) access.

Section 2.

Severability. If any section, subsection, phrase or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

The City Council hereby declares that it would have passed this and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrase or clauses be declared unconstitutional on their face or as applied.

Section 3.

Publication. The City Clerk is hereby ordered and directed to certify the passage of this Ordinance by the City Council of the City of Benicia, California and cause the same to be published in accordance with State Law.

Section 4.

Effective Date. This Ordinance shall be in full force and effective thirty (30) days after its adoption and shall be published and posted as required by law.

*****

On motion of Council Member , seconded by Council Member , the foregoing ordinance was introduced at a regular meeting of the City Council on the 3rd day of June 2025, and adopted at a regular meeting of the Council held on the 17th day of June 2025, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 17, 2025
CONSENT CALENDAR

TO : City Manager

FROM : Public Works Director

SUBJECT : **AWARD OF CHEMICAL PURCHASE ORDERS FOR WATER AND WASTEWATER TREATMENT DIVISIONS FOR FISCAL YEAR 2025-2026**

EXECUTIVE SUMMARY:

Each year the Water and Wastewater Treatment Plants procure chemicals used to treat water and wastewater. Since 1994, the City, and other agencies in and around Solano, Napa, and Yolo counties make up the North Bay Agency Chemical Pool (Chemical Pool) to obtain the best possible pricing through bulk purchasing. The proposed procurement for Fiscal Year 2025-26 includes leveraging the Chemical Pool to meet most of the City's chemical treatment needs for water and wastewater.

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) accepting the Chemical Pool bids of lowest responsive and responsible bidders (Attachment 2), approving the related purchase orders for water and wastewater treatment for FY25-26, and authorizing the City Manager and Finance Director, to sign the purchase orders on behalf of the City.

BUDGET INFORMATION:

The cost of the chemical procurement was included as part of budget development. The FY 2025-26 budget for water treatment chemicals (Org/Obj 7508020-7164) is $600,000 and the anticipated cost is $510,000. The FY 2025-26 budget for wastewater treatment (Org/Obj 7108030-7164) is $603,600 and the anticipated cost is $512,500.

BACKGROUND:

The City of Benicia, along with the cities of Vallejo, Fairfield, and Vacaville, formed the Chemical Pool group purchasing entity in 1994. Since 1994, the Chemical Pool has expanded to include 13 water and wastewater treatment agencies to obtain competitive pricing through joint purchasing. In general, bulk chemical purchasing is less expensive for the Chemical Pool even though pricing fluctuations occur at times primarily due to market forces, transportation, and energy costs. Each year, the Chemical Pool conducts an open solicitation to provide chemicals commonly used by members of the Chemical Pool. Benicia Municipal Code 3.08.090(I) states that the City may purchase supplies from a vendor awarded a bid by another agency if said agency used procedures substantially the same as those used by the City, and that the amount of the said

purchase shall be passed on the price bid. The “Notice to Bidder: North Bay Agency Chemical Pool Chemical Requirements for 2025-26” used procedures substantially the same as those normally used by the City. Because the total award exceeds the delegated authority limit of $200,000 for the Public Works Department, Council approval is being requested per BMC 3.08.090(F).

Table 1. Results of Chemical Pool FY25-26 Solicitation.

Awarded Low Bidder	Chemical	Unit Cost	Water Cost FY 25-26	Wastewater Cost FY 25-26
Chemtrade Chemicals US	Aluminum Sulfate	$574.00/dry ton	$260,000	$0
Brenntag	Sodium Hydroxide (25%)	$1,050.00/dry ton (short)	$0	$26,200
Univar Solutions	Sodium Hydroxide (25%)	$774.81/dry ton (full)	$70,000	$0
Univar Solutions	Sodium Hydroxide (50%)	$662.02/dry ton (full)	$90,000	$0
Thatcher Company, Inc.	Liquid Chlorine Gas	$3,050.00/ton	$75,000	$0
Thatcher Company, Inc.	Sodium Hypochlorite (12.5%)	$3.09/gallon (full load)	$0	$270,000
Kemira	Ferric Chloride (43%)	$1,478.00/dry ton	$0	$51,300
Pennco, Inc.	Hydrofluosilicic Acid/Fluoride (24%)	$498.96/adj ton	$15,000	$0
Heimburger & Co.	Sodium Bisulfite (25%)	$1.9170/gallon	$0	$165,000
Total			$510,000	$512,500

NEXT STEPS:
If the resolution is approved, staff will begin processing purchase orders for the Water and Wastewater Treatment Plants.

ALTERNATIVE ACTIONS:
Council may direct staff to issue a separate request for proposal, which would cause delays in chemical treatment procurement and will result in higher chemical costs.

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

ATTACHMENTS:

1. Resolution – Chem Purchase Orders – Water/Wastewater Treatment FY25-26
2. Chemical Pool Bid Summary FY25-26

For more information contact Danielle Bonham, Public Works Director
Phone: 707-746-4389
E-mail: DBonham@ci.benicia.ca.us

RESOLUTION NO. 25-

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

WHEREAS, the City of Benicia formed the North Bay Agency Chemical Pool (Chemical Pool) in 1994 to procure water and wastewater treatment chemicals in bulk to save each agency money; and

WHEREAS, the Chemical Pool consists of 13 agencies throughout Solano, Napa, and Yolo counties; and

WHEREAS, on April 1, 2025, the Chemical Pool solicited bids from qualified entities to provide chemicals. On April 30, 2025, the bids were opened and read aloud; and

WHEREAS, Benicia Municipal Code Section 3.08.090(I) allows the City to purchase supplies from vendors awarded by a bid by another governmental agency if said agency used procedures substantially the same as those normally used by the City; and

WHEREAS, Benicia Municipal Code Section 3.08.090(F) requires the City to seek Council approval for procurements of supplies and equipment that exceed $200,000 for the Public Works Department; and

WHEREAS, the responsible bidders submitting the lowest responsive bids for the various chemicals were determined to be:

Awarded Low Bidder	Chemical	Unit Cost	Water Cost FY 25-26	Wastewater Cost FY 25-26
Chemtrade Chemicals US	Aluminum Sulfate	$574.00/dry ton	$260,000	$0
Brenntag	Sodium Hydroxide (25%)	$1,050.00/dry ton (short)	$0	$26,200
Univar Solutions	Sodium Hydroxide (25%)	$774.81/dry ton (full)	$70,000	$0
Univar Solutions	Sodium Hydroxide (50%)	$662.02/dry ton (full)	$90,000	$0
Thatcher Company, Inc.	Liquid Chlorine Gas	$3,050.00/ton	$75,000	$0

Thatcher Company, Inc.	Sodium Hypochlorite (12.5%)	$3.09/gallon (full load)	$0	$270,000
Kemira	Ferric Chloride (43%)	$1,478.00/dry ton	$0	$51,300
Pennco, Inc.	Hydrofluosilicic Acid/Fluoride (24%)	$498.96/adj ton	$15,000	$0
Heimburger & Co.	Sodium Bisulfite (25%)	$1.9170/gallon	$0	$165,000
Total			$510,000	$512,500

NOW, THEREFORE, BE IT RESOLVED THAT the bids for chemicals listed above are hereby accepted.

BE IT FURTHER RESOLVED THAT the following suppliers will be issued a purchase order to furnish specified chemicals to the Water Treatment Plant (WTP) and the Wastewater Treatment Plant (WWTP) as shown in the above table; and

BE IT FURTHER RESOLVED THAT the City Manager and Finance Director are authorized to sign the purchase orders, on behalf of the City.

*****

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 17th day of June 2025 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

NORTH BAY AGENCY CHEMICAL POOL (NBACP) - PRIMARY CHEMICAL BID RESULTS APRIL 30, 2025
FY 2025 - 2026

CHEMICAL VENDOR	ALUM	ACID ALUM	50% NaOH	50% NaOH	25% NaOH	25% NaOH	LOX	CO_2	LIQUID Cl_2 (GAS)		12.5% NaOCl			FERRIC	25% SODIUM BISULFITE	40% SODIUM BISULFITE	FLUORIDE		Orthopolyphosphate		
	(Dry Ton)	*(Dry Ton)*	*(Dry ton)*	*(Dry ton)*	*(Dry Ton)*	*(Dry Ton)*	*(CCF)*	*lb*	*(1-ton Cylinder)*		*(gallon)*	*(gallon)*		*(Dry Ton)*	*(gallon)*	*(gallon)*	*(Dry Ton)*	*(adjusted)*	*Lb.*	*Lb.*	*(gallon)*
	Full	Full	Full	Short	Full	Short	100%	100%	Full	Short	Full	Short	55 gal drum	Full	Full	Full	100%	24%	Full	short	tote
Brenntag Pacific, Inc.			$870.00	$1,000.00	$1,030.00	$1,050.00													$0.95	$1.25	$11.20
Dubois																	$2,202.04	$528.49			
Chemtrade Chem	$372.00	$574.00																			
Kemira														$1,478.00							
Pencco														$1,505.00			$2,079.00	$498.96			
Carus																			$0.76	$0.80	$12.7650
Nalco																					
Linde Inc.							$1.38	$0.175													
Olin Corporation											$3.25	$3.95									
Heimburger & Company															$1.9170	$2.539					
Sterling Water Tech																			$0.7188	$0.8076	$10.5893
Thatcher Co.of CA Inc	$405.00	$575.34							$3,050.00		$3.09	$3.49	$8.29			$2.790					
Univar Solutions			$662.02	$1,500.00	$774.81	$1,600.00					$3.25	$3.95			$2.28	$2.595					
FISCAL YEAR																					
FY 24-25	*$299.00*	*$499.00*	*$711.00*	*$960.00*	*$869.78*	*$1,015.00*	*$1.38*	*$0.160*	*$3,050.00*		*$2.49*	*$2.89*	*$7.89*	*$1,440.00*	*$2.400*	*$2.640*	*$2,475.00*	*$594.00*	$0.7800	$0.8000	$11.2000
FY 23-24	*$304.00*	*$508.00*	*$868.00*	*$868.00*	*$1,008.00*	*$1,840.00*	*$1.38*	*$0.160*	*$2,650.00*		*$1.82*	*$2.79*	*$7.75*	*$1,397.00*	*$2.450*	*$2.845*	*$2,487.50*	*$597.00*	$0.9384	$1.0279	$12.4721
FY 22-23	*$386.00*	*$550.00*	*$742.12*	*$1,086.33*	*$885.70*	*$1,319.67*	*$1.15*	*$0.140*	*$1,800.00*		*$1.62*	*$1.80*		*$1,195.00*	*$1.795*		*$2,333.33*	*$560.00*	$0.9900	$1.0900	$13.5600
FY 21-22	*$266.00*	*$450.00*	*$402.99*		*$499.90*		*$1.05*	*$0.090*	*$1,185.00*		*$0.69*	*$0.8027*		*$900.00*	*$1.12*		*$2,226.09*	*$534.26*	$0.4488	$0.4491	$27.0545
FY 20-21	$285.00	$375.00	$443.00		$567.00		$1.00	$0.070		$1,140.00	$0.70	$0.82		$810.00	$1.09		$1,604.35	$385.04	$5.5000	$5.7500	$6.5000
FY 19-20	$255.00	$297.70	$674.60		$762.55		$0.56	$0.260	$0.00	$850.00	$0.65	$0.65		$840.00	$1.05		$1,352.17	$325.50			
FY 18-19	$255.00	$297.70	$674.60		$762.55		$0.26	$0.050	$0.00	$850.00	$0.65	$0.65		$756.00	$1.05		$1,352.17	$325.50			
FY 17-18	$232.00	$257.00	$538.22		$630.88		$0.28	$0.049	$0.00	$800.00	$0.53	$0.59		$500.00	$1.03		$1,421.74	$341.22			
FY 16-17	$229.00	$229.00	$395.00		$444.06		$0.27		$615.00	$645.00	$0.47	$0.57		$438.78	$0.94		$1,661.00	$398.64			
FY 15-16	$204.00	$204.00	$399.13		$463.26		$0.28		$459.00	$462.00	$0.50	$0.57		$493.70	$0.89		$1,789.83	$429.56			
FY 14-15	$184.00	$184.00	$445.00		$483.80		$0.27		$519.00	$555.00	$0.51	$0.58		$517.00	$0.91		$2,065.21	$495.65			
FY 13-14	$277.60	$277.60	$452.00		$479.00		$0.24		$565.00	$540.00	$0.62	$0.50		$597.00	$0.75		$2,480.39	$595.29			
FY 12-13	$398.00	$398.00	$475.00		$505.00		$0.21		$565.00	$540.00	$0.58	$0.48		No Bid	$0.75		$2,550.00	$612.00			

AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 17, 2025
CONSENT CALENDAR

TO : City Manager

FROM : Public Works Director

SUBJECT : **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**

EXECUTIVE SUMMARY:
The 2025 Citywide Pavement Rehabilitation and Bicycle/Pedestrian Improvements Project (Project) includes asphalt treatment, pavement repair, and striping along approximately 1.1 miles of Military West/East between East Second Street and Mary Farmar Elementary School. The Project also includes bicycle and pedestrian improvements including installation of concrete sidewalks, curb and gutter, curb ramps with warning surfaces, crosswalks, Rectangular Rapid Flashing Beacons (RRFBs), signing and striping at various locations throughout the City of Benicia.

RECOMMENDATION:
Adopt a resolution (Attachment 1) accepting the bids for the Project, awarding the construction contract (Attachment 2) to Terocons, Inc. of San Francisco, CA, in the amount of $2,135,522.50, including a 15% construction contingency in the amount of $320,328.38 for a not-to-exceed amount of $2,455,850.88, authorizing the City Manager to sign the contract on behalf of the City, authorizing the Project Manager to sign contract change orders up to the contingency amount, and approving a Notice of Exemption under the California Environmental Quality Act (CEQA) Guidelines (Exhibit A).

BUDGET INFORMATION:
The total cost for construction of the Project is $2,455,850,88 which includes 15% construction contingency. The construction budget for this project has been included as part of budget development for FY 2026 in the Road Maintenance and Rehab Account Fund in account No. 3118095-7403.

BACKGROUND:
The Project generally consists of pavement rehabilitation including asphalt treatment, pavement repair, and striping along approximately 1.1 miles of Military West/East between East Second Street and Mary Farmar Elementary School entrance driveway.

The Project also includes Bicycle and Pedestrian safety improvements including installation of concrete sidewalks, curb and gutter, curb ramps with warning surfaces, high visibility crosswalks, RRFBs, signing and striping, and drainage improvements at various locations throughout the City of Benicia.

On May 21, 2024, the City Council of the City of Benicia approved the selection of Military West between Drolette Way and First Street to receive pavement rehabilitation treatments in the 2025 calendar year with available funding from Senate Bill 1 pursuant to City Resolution No. 24-43. City staff used a pavement management system to develop this list of streets to ensure the funds are being used on the highest priority and most cost-effective project that also meets the community's priorities for transportation investment.

Three grants were awarded for this Project. A Transportation Development Act 3 (TDA-3) FY 22/23 grant in the amount of $65,000 is funding a pedestrian safety portion of the Project at the intersection of Military East and East 5th Street. A TDA-3 FY 23/24 grant in the amount of $200,000 is funding the sidewalk portion of the Project along Military West between West 3rd and West 5th. A Highway Safety Improvement Program (HSIP) Cycle 10 grant in the amount of $249,900 is funding pedestrian safety components at Kearney Street, the intersection of Kearney Street and Rose Drive, the intersection of Hastings Drive and Southampton Road, and the intersection of Military West and West 3rd Street.

On May 29, 2025, a total of five (5) responsive bids were received for the Project with the results summarized in the table below:

Bid Results:

RANK	BIDDER'S NAME AND ADDRESS	Total Base BID
*1	**Terocons, Inc. San Francisco, CA**	**$2,080,522.50**
2	**Ghilotti Bros., Inc. San Rafael, CA**	**$2,194,652.50**
3	**Ghilotti Construction Co., Inc. Santa Rosa, CA**	**$2,214,022.50**
4	**Sposeto Engineering, Inc. Livermore, CA**	**$2,578,703.00**
5	**FBD Vanguard Construction, Inc. Livermore, CA**	**$3,093,270.00**

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

In accordance with the contract specifications, the construction contract must be awarded to the bidder submitting the lowest responsive responsible total base bid,

which is Terocons, Inc. A bid alternate was included in the Notice Inviting Bids to provide the City with the option of Bid Alternative #1, which includes crack sealing prior to installation of pavement treatment.

Staff recommends that the construction contract be awarded to Terocons, Inc. in the amount of $2,135,522.50 and include the bid alternate in the project.

Construction management and inspection services for the Project will be provided by UNICO Engineering, Inc. through a task order effective May 6, 2025. Construction management services include project administration, documentation, quality assurance, inspection, material testing, public relations, and post-construction close out work.

CEQA Exemption

Article 19 of the State CEQA Guidelines includes, as required by Public Resources Code Section 21084, a list of classes of projects that have been determined not to have a significant effect on the environment and, as a result, are exempt from review under CEQA. This Project demonstrates that the proposed Project qualifies for a Categorical Exemption as an Existing Facility (Class 1), consistent with the provisions of State CEQA Guidelines Section 15301 and provides information for the City as the Lead Agency regarding a finding that the proposed Project is exempt under CEQA.

A CEQA exemption for the HSIP Cycle 10 Pedestrian Crossing portion of the Project was previously approved on April 10, 2025 (Attachment 3).

NEXT STEPS:

Construction is anticipated to begin by July 2025 and is scheduled to be completed in approximately 60 working days.

ALTERNATIVE ACTIONS:

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

CEQA Analysis	This Project is categorically exempt from the California Environmental Quality Act (CEQA) per Section 15301 (c), which exempts the operation, repair, maintenance of existing roadways, permitting, licensing, or minor alteration of existing facilities involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

ATTACHMENTS:

1. Resolution – Award Contract - 2025 Citywide Pavement Rehabilitation and Bicycle/Pedestrian Improvements Project
   Exhibit A - CEQA Notice of Exemption
2. Construction Contract – Terocons, Inc.
3. Notice of Exemption under CEQA – HSIP Cycle 10 Improvements dated April 10, 2025

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

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA ACCEPTING THE BIDS FOR THE 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

WHEREAS, the 2025 Citywide Pavement Rehabilitation and Bicycle/Pedestrian Improvements Project (Project) includes asphalt treatment, dig-outs, and striping along approximately 1.1 miles of Military West/East; and

WHEREAS, the Project also includes removal and installation of asphalt concrete, curb, gutter, sidewalk, curb ramps with warning surfaces, crosswalks, Rectangular Rapid Flashing Beacons, signing and striping at various location throughout the City of Benicia; and

WHEREAS, on May 1, 2025, the Public Works Department made the construction plans and specifications for the Project available for public bidding and advertised for construction bids and five (5) sealed bids were properly received and opened on May 29, 2025; and

WHEREAS, Terocons, Inc. of San Francisco, CA was the lowest, responsive, responsible bidder with a base bid amount of $2,080,522.50; and

WHEREAS, the construction budget of the Project is $2,455,850.88, which includes the base bid amount of $2,080,522.50, bid alternate amount of $55,000, and 15% construction contingency of $320,328.38;

WHEREAS, the construction budget for this project has been included as part of budget development for FY 2026 in the Road Maintenance and Rehab Account Fund in Account No. 3118095-7403; and

WHEREAS, the Project is categorically exempt under California Environmental Quality Act (CEQA) pursuant to Section 15301(c) of the CEQA guidelines.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia hereby approves the construction plans and specifications and accepts the bids and awards the construction contract in the amount of $2,135,522.50 to Terocons, Inc., Inc. of San Francisco, CA for the Project and approves a Notice of Exemption under the California Environmental Quality Act Guidelines (Exhibit A).

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

*****

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 17th day of June 2025 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

Exhibit A
CEQA Notice of Exemption
[see next page]

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: Solano
675 Texas Street, Suite 6500
Fairfield, CA 94533

From: (Public Agency): City of Benicia
250 East L Street
Benicia, CA 94510
(Address)

Project Title: 2025 Citywide Pavement Rehabilitation and Bicycle/Pedestrian Improvements

Project Applicant: City of Benicia

Project Location - Specific:

Military West from Mary Farmar Elementary Entrance to East Second Street

Project Location - City: Benicia Project Location - County: Solano

Description of Nature, Purpose and Beneficiaries of Project:

Asphalt treatment, pavement repair, and striping along approximately 1.1 miles of Military West/East between East Second Street and Mary Farmar Elementary School. The Project also includes bicycle and pedestrian improvements along Military West/East.

Name of Public Agency Approving Project: City of Benicia

Name of Person or Agency Carrying Out Project: City of Benicia

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: Class I (Cal. Code Regs. tit. §15301)
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

This project is categorically exempt form the California Environmental Quality Act (CEQA) per Section 15301 (c), which exempts the operation, repair, maintenance of existing roadways, permitting, licensing, or minor alteration of existing facilities involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination

Lead Agency Contact Person: Neil Leary Area Code/Telephone/Extension: 707-746-4203

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: Neil Leary Date: 6/17/2025 Title: City Engineer

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

☐

DOCUMENT 00 5200

AGREEMENT

THIS AGREEMENT, dated this **17th day of June, 2025**, by and between **Terocons, Inc.** whose place of business is located at **1160 Battery St, Suite 100, San Francisco CA 94111**, and **CITY OF BENICIA**, a political subdivision of the State of California (**Owner**), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, Owner, by its Resolution No. **[Insert Number]** adopted on the **17th** day of **June, 2025** awarded to Contractor the following Contract:

2025 Citywide Pavement Rehabilitation and Bicycle/Pedestrian Improvements at CITY OF BENICIA

PROJECT NUMBERS 22-04, 22-21, AND 23-01

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

ARTICLE 1 SCOPE OF WORK OF THE CONTRACT

1.01 Work of the Contract

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

1.02 Price for Completion of the Work

A. Owner shall pay Contractor the following Contract Sum (**$2,135,522.50)** for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto.

B. The Contract Sum includes all allowances (if any).

C. The Contract Sum is all inclusive and includes all Work; all federal, state, and local taxes on materials and equipment, and labor furnished by Contractor, its subcontractors, subconsultants, architects, engineers, and" vendors or otherwise arising out of Contractor's performance of the Work, including any increases in any such taxes during the term of this Agreement; and any duties, fees, and royalties imposed with respect to any materials and equipment, labor or services. The taxes covered hereby include (but are not limited' to) occupational, sales, use, excise, unemployment, FICA, and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Work, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities.

COMMENCEMENT AND COMPLETION OF WORK

1.03 Contract Payment – Retention

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

1.04 Commencement of Work

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

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

1.05 Completion of Work

A. Contractor shall achieve Final Completion of the entire Work **60** Working Days from the Commencement Date.

ARTICLE 2 PROJECT REPRESENTATIVES

2.01 Owner's Project Manager

A. Owner has designated **Derek Linsley,** as its Project Manager to act as Owner's Representative in all matters relating to the Contract Documents. If Project Manager is an employee of Owner, Project Manager is the beneficiary of all Contractor obligations to Owner including, without limitation, all releases and indemnities.

B. Project Manager shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of Owner, to accept work, and to make decisions or actions binding on Owner, and shall have sole signature authority on behalf of Owner.

C. Owner may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager, or other Owner Representative.

2.02 Contractor's Project Manager and Other Key Personnel

A. Contractor has designated **Nikhil Chandankhede** as its Project Manager to act as Contractor's Representative in all matters relating to the Contract Documents.

B. Contractor has designated the following other Key Personnel for the Project:

Name	Position
Jorge Rodriguez	Safety Engineer/Mngr.

ARTICLE 3 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

3.01 Liquidated Damage Amounts

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

3.02 Scope of Liquidated Damages

A. Measures of liquidated damages shall apply cumulatively.

B. Limitations and stipulations regarding liquidated damages are set forth in Document 00 7200 (General Conditions).

ARTICLE 4 LIQUIDATED DAMAGES FOR UNAUTHORIZED CHANGES OF KEY PERSONNEL

4.01 Liquidated Damage Amounts

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

ARTICLE 5 CONTRACT DOCUMENTS

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

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

Project Manual and Appendices
City of Benicia Engineering Design Standards and Standard Plans
2023 State Standard Specifications

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

ARTICLE 6 MISCELLANEOUS

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

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

6.03 Pursuant to Labor Code Section 1771(a), Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.

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

6.05 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the Owner's Facilities Development and Management Division, may be obtained from the California Department of Industrial Relations website [http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm] and are deemed included in the Contract Documents, and shall be made available to any interested party on request. Pursuant to Labor Code Sections 1860 and 1861, in accordance with Labor Code Section 3700, every

contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Labor Code Section 3700 that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

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

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

CITY OF BENICIA:

By: _____
City Manager

APPROVED AS TO CONTENT:

By: _____
City Engineer

APPROVED AS TO FORM:

By: _____
City Attorney

CONTRACTOR:

Name: _____

By: _____
(Signature)

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

By: _____
(Signature)

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

1099 INFORMATION:

Contractor Taxpayer I.D. No.: _____

Incorporated: ☐ Yes ☐ No

END OF DOCUMENT

REVISED PER ADDUENDUM NO. 4

DOCUMENT 00 4113

BID FORM

TO THE CITY OF BENICIA

THIS BID IS SUBMITTED BY:

Terocons Inc.

(Firm/Company Name)

2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS
CITY PROJECT NOS. 22-04, 22-21, AND 23-01

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the **CITY OF BENICIA** in the form substantially similar to the that included in the Contract Documents, Document 00 5200 (Agreement) or has attached proposed modifications to the form of Contract as an Addendum to this confirmation of Acceptance, and to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 1113 (Notice Inviting Bids), and Document 00 2113 (Instructions to Bidders) including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 120 Days after the day of Bid opening.

3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, attended the mandatory Pre-Bid Meeting, if any, received the Pre-Bid Meeting minutes (if any), and received the following Addenda:

Addendum Number	Addendum Date	Signature of Bidder
1	5/15/25	
2	5/22/25	
3	5/27/25	
4	5/28/25	

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

SCHEDULE OF BID PRICES

All Bid items, including lump sums, unit prices and alternates (if any), must be filled in completely. Bid items are described in Section 01 1100 (Summary of Work). Quote in figures only unless words are specifically requested.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS	160000	160000
2	Traffic Control System	1	LS	150000	150000
3	Portable Changeable Message Boards	1	LS	25000	25000
4	Water Pollution Control Program	1	LS	50000	50000
5	Clearing and Grubbing	1	LS	25000	25000
PAVEMENT REHABILITATION / ROADWAY IMPROVEMENTS – MILITARY WEST/EAST					
6	Remove Existing Striping	1	LS	50,000	50,000
7	Curb, Gutter, and Pavement Repair (near STA 116+50 & STA 122+00)	1	LS	10000	10000
8	HMA Type A – 4 Inch Depth – Grind and Replace Areas	280	TON	300	84000
9	Cold Plane Asphalt Concrete Pavement (1/8" Depth)	400	SY	25	10000
10	Tapered Keycut (Wedge Grind, 4 Feet Wide, ½" Depth)	7,500	LF	4	30000
11	Type III Microsurface	36,300	SY	5	181,500
12	Asphalt Rubber Chip Seal	13,000	SY	12	156000
13	Type II Microsurface	40,800	SY	4.8	195,840
14	Adjust Monument Cover to Grade	8	EA	1500	12000
15	Adjust Manhole Cover to Grade	8	EA	1500	12000
16	Adjust Utility Cover to Grade	35	EA	1000	35000
17	Replace Loop Detectors	22	EA	1000	22000
SIGNING AND STRIPING – MILITARY WEST/EAST					
18	Channelizers with Curbing	50	LF	100	5000
19	Thermoplastic Traffic Stripe – Detail 9	3,600	LF	1.5	5400
20	Thermoplastic Traffic Stripe – Detail 22	3,000	LF	3.6	10800
21	Thermoplastic Traffic Stripe – Detail 29	4,000	LF	6	24000
22	Thermoplastic Traffic Stripe – Detail 32	2,700	LF	6	16200
23	Thermoplastic Traffic Stripe – Detail 37B	800	LF	2.5	2000
24	Thermoplastic Traffic Stripe – Detail 38	1,100	LF	2.5	2750
25	Thermoplastic Traffic Stripe – Detail 39	14,000	LF	1.25	17500
26	Thermoplastic Traffic Stripe – Detail 39A	2,000	LF	1	2000
27	Thermoplastic Traffic Stripe – Detail 40	200	LF	6	1200
28	Thermoplastic Traffic Stripe – Detail 41	450	LF	6	2700
29	Thermoplastic Pavement Marking (White)	3,000	SF	12	36000
30	Thermoplastic Pavement Marking (Yellow)	500	SF	12	6000
31	Thermoplastic Pavement Marking (Green)	3,000	SF	18	54000
32	Paint Curb (2-Coat, Red)	150	SF	19	2850
KEARNEY MID-BLOCK, KEARNEY AND ROSE, HASTINGS AND SOUTHAMPTON, MILITARY WEST AND WEST 3RD STREET (HSIP 10)					
33	Remove Concrete – Sidewalk, C&G, Curb Ramp	2,700	SF	10	27000
34	Remove Asphalt Concrete Pavement	5,760	SF	5	28800
35	Remove Stamped Concrete	245	SF	15	3675
36	HMA Type A – Variable Depth	180	TON	250	45000

37	Minor Concrete – Curb Ramp (Type A)	660	SF	50	33000
38	Minor Concrete – Curb Ramp (Type C)	110	SF	50	5500
39	Minor Concrete (Curb and Gutter)	**580**	LF	30	17400
40	**Minor Concrete (Type C Curb)**	**270**	**LF**	30	8100
41	**Minor Concrete (Type A3-6 Curb)**	**60**	**LF**	35	2100
42	Minor Concrete (Sidewalk)	1,200	SF	20	24000
43	Concrete (Ditch Lining)	1	CY	2500	2500
44	Detectable Warning Surface	210	SF	50	10500
45	Minor Concrete (Stamped Concrete)	670	SF	40	26800
46	Remove and Replace Fence (Split Rail, Wood Post)	25	LF	200	5000
47	RRFB 1-Way (Including Signs)	2	EA	15000	30000
48	RRFB 2-Way (Including Signs)	3	EA	20000	60000
49	Remove Sign and Post	4	EA	250	1000
50	Remove Sign (Post to Remain)	2	EA	100	200
51	Relocate Sign to Existing Post	2	EA	250	500
52	New Sign and Post	5	EA	500	2500
53	New Sign on Existing Post	4	EA	150	600
54	Remove Existing Striping	1	LS	10000	10000
55	Thermoplastic Traffic Stripe – Detail 22	340	LF	10	3400
56	Thermoplastic Traffic Stripe – Detail 25B	265	LF	10	2650
57	Thermoplastic Traffic Stripe – Detail 38	120	LF	10	1200
58	Thermoplastic Traffic Stripe – Detail 39	560	LF	10	5600
59	Thermoplastic Pavement Marking (White)	320	SF	12.5	4000
60	Thermoplastic Pavement Marking (Yellow)	1,255	SF	12.5	15687.50
61	Drainage Inlet	1	EA	3500	3500
62	Relocate Irrigation Controller	1	EA	5000	5000
63	Remove and Replace Bollard	1	EA	2000	2000
64	Paint Curb (2-Coat, Red)	160	SF	20	3200
MILITARY WEST PEDESTRIAN IMPROVEMENTS STA. 124+75 TO STA. 134+15 (TDA-3 FY23/24)					
65	Remove Asphalt Concrete Pavement	3,600	SF	4	14400
66	HMA Type A – 9 Inch Depth	90	TON	300	27000
67	Minor Concrete (Retaining Wall)	**550**	SF	100	55000
68	Minor Concrete (Curb and Gutter)	800	LF	35	28000
69	Minor Concrete (Sidewalk)	3,870	SF	20	77400
70	Drain Connection to Existing Catch Basin	1	EA	5000	5000
71	**Extend PVC Pipe and** Small Rock Slope Protection	1	LS	5000	5000
72	**Adjust Pipe and "T"**	1	EA	1000	1000
MILITARY EAST AND EAST 5TH STREET INTERSECTION IMPROVEMENTS (TDA-3 FY22/23)					
73	Remove Concrete – Sidewalk, C&G, Curb Ramp	1,170	SF	6	7020
74	Remove Asphalt Concrete Pavement	620	SF	5	3100
75	Remove Concrete Pavers	30	SF	25	750
76	HMA Type A – 9 Inch Depth	16	TON	300	4800
77	Minor Concrete – Curb Ramp (Type A)	90	SF	35	3150
78	Minor Concrete – Curb Ramp (Type C)	200	SF	35	7000
79	Minor Concrete – Curb Ramp (Type G)	30	SF	35	1050
80	Minor Concrete (Sidewalk)	900	SF	20	18000
81	Detectable Warning Surface	50	SF	50	2500
82	Minor Concrete – Curb and Gutter	150	LF	35	5250
83	Adjust Utility Boxes to Grade	1	EA	1000	1000
84	Type I Pedestrian Barricade 2'	1	EA	2500	2500
85	Remove Existing Striping	1	LS	3000	3000
86	Thermoplastic Pavement Marking (White)	60	SF	15	900
87	Thermoplastic Pavement Marking (Yellow)	1,500	SF	12.5	18750

88	Thermoplastic Pavement Marking (Green)	60	SF	30	1800
				BID TOTAL PRICE	**$** 2080522.50

TOTAL BASE BID PRICE:

Two million eighty thousand five hundred twenty two and fifty cents

(Indicate Bid Price in Words)

BID ALTERNATE 1 – CRACK SEALING

ITEM	**DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT PRICE**	**TOTAL**
89	Crack Treatment (Asphalt Concrete Pavement)	50,000	LF	1.1	55000
				BID TOTAL PRICE	**$** 55000

TOTAL BID ALTERNATE 1 PRICE:

Fifty five thousand

(Indicate Bid Price in Words)

5. The undersigned acknowledges that the Apparent Low Bidder will be determined as provided in Documents 00 1113 (Notice to Bidders) and Document 00 2113 (Instruction to Bidders).

6. Subcontractors for work are listed on Document 00 4314 (Subcontractors List), submitted herewith.

7. The undersigned Bidder understands that Owner reserves the right to reject this Bid.

8. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00 4113 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 2113 (Instructions to Bidders) within the times specified therein.

9. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.

10. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00 2113 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to the **CITY OF BENICIA**.

11. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00 7200 (General Conditions) and to complete all Work within the time specified in Document 00 5200 (Agreement).

12. The undersigned Bidder agrees that, in accordance with Document 00 7200 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 5200 (Agreement) shall be as set forth in Document 00 5200.

13. The names of all persons interested in the foregoing Bid as principals are: Marco Antonio Gutierrez , Nikhil Chandankhede

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

NAME OF BIDDER: Terocons Inc.

licensed in accordance with an act for the registration of Contractors, and with license number: 1097207 Expiration: 9/30/26.

Califonria
(Place of Incorporation, if Applicable)

Marco Antonio Gutierrez - President
(Principal)

Nikhil Chandankhede - VP/CFO
(Principal)

(Principal)

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Signature of Bidder)

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: [redacted] San Francisco CA 94111

Contractor's Representative(s): Marco Antonio Gutierrez - President
(Name/Title)

Nikhil Chandankhede - VP/CFO
(Name/Title)

(Name/Title)

Officers Authorized to Sign Contracts

Marco Antonio Gutierrez - President
(Name/Title)

Nikhil Chandankhede - VP/CFO
(Name/Title)

(Name/Title)

Telephone Number(s):

[redacted]
(Area Code) (Number)

[redacted]
(Area Code) (Number)

Fax Number(s): N/A
(Area Code) (Number)

(Area Code) (Number)

Email Address(es): [redacted]

[redacted]

Date of Bid: 6/3/25

END OF DOCUMENT

DOCUMENT 00 4313

BOND ACCOMPANYING BID

KNOW ALL BY THESE PRESENTS:

That the undersigned

Terocons, Inc.
(Name of Contractor)

as Principal and the undersigned as Surety are held and firmly bound unto Owner, **CITY OF BENICIA, a political subdivision of the State of California**, as obligee, in the penal sum of **(Dollar Amount In Words)** 10% of the total amount bid Dollars **($** 10% **)** lawful money of the United States of America being at least ten percent (10%) of the aggregate amount of said Principal's base Bid, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal is submitting a Bid for 2025 Citywide Pavement Rehabilitation and Bicycle/Pedestrian Improvements Project

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be accepted and the Contract be awarded to said Principal and said Principal shall within the required periods enter into the Contract so awarded and provide the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, Guaranty, and all other endorsements, forms, and documents required under Document 00 2113 (Instructions to Bidders), then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this 30th day of May (Month), 2025.

Terocons, Inc.

(Corporate Seal)

By _____
Principal

By The Ohio Casualty Insurance Company
Surety

(Corporate Seal)

By _____
Brad Bahl, Attorney in Fact

END OF DOCUMENT

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of Contra Costa

On May 30th, 2025 (*Date*) before me, M.A. Atwater, Notary Public (*Here Insert Name and Title of the Officer*),

personally appeared Brad Bahl (*Name(s) of Signer(s)*),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

M. A. ATWATER
Notary Public - California
Contra Costa County
Commission # 2517416
My Comm. Expires May 14, 2029

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature M.A. Atwater
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual SURETY

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

Certificate No: **8206758-971892**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brad Bahl; Dennis A. Sewell; Gordon J. Fischer; Sam Totah

all of the city of Walnut Creek state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of November, 2021.

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

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 5th day of November, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of May, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

DOCUMENT 00 4314

BIDDER REGISTRATION FORM

INDEPENDENT CONTRACTOR REGISTRATION

Contractor's License # Terocons Inc.

Date: 6/3/25 Fed Tax I.D. # [redacted]

Full Corporate Name of Company: Terocons Inc.

Street Address: [redacted]
San Francisco CA 94111

[redacted]

[redacted]

[redacted] Fax: N/A

Name of Principal Contact: Nikhil Chandankhede

Type of Business:
_____ Sole Proprietor _____ Partnership
_____ Non-Profit 501(c)(3) ___✓___ Corporation
_____ other (please explain:_____)

INSURANCE (Complete all items listed below that are applicable and/or are required by Document 00 7316, Supplementary Conditions – Insurance and Indemnification)

Workers' Compensation:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: [redacted]

General Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: [redacted]

Policy Limits: $ _____

A.M. Best Rating: "A-" (Excellent), FSC “XV,” Stable Outlook rating from A.M. Best

Automobile Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: [redacted] _____

Policy Limits: $ _____

A.M. Best Rating: _____

All-Risk Course of Construction:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: [redacted] _____

Policy Limits: $ _____

A.M. Best Rating: _____

Professional Liability (if applicable):

Carrier: N/A

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: $ _____

A.M. Best Rating: _____

Pollution Legal Liability Insurance (if applicable):

Carrier: N/A

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: $ _____

A.M. Best Rating: _____

Excess Liability Insurance (if applicable):

Carrier: N/A

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: $ _____

A.M. Best Rating: _____

Other Liability Insurance (if applicable):

Carrier: N/A

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: $ _____

A.M. Best Rating: _____

BIDDER CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

BIDDER: Terocons Inc.
(COMPANY NAME)

By: Marco Antonio Gutierrez - _____ President _____
NAME TITLE

By: _____ 6/3/25 _____
SIGNATURE DATE

SAFETY AND EXPERIENCE RECORD

The following statements as to the Bidder's safety experience are submitted with the Bid, as part thereof, and the Bidder guarantees the truthfulness and accuracy of all information.

1. List Bidder's interstate Experience Modification Rate for the last three years.

   2022 [redacted] **2023** [redacted] **2024** [redacted]

   If Bidder was not eligible to obtain a formal rating from the Workers Compensation Insurance Rating Bureau for any of the years listed above, Bidder must submit written information from its workers compensation insurance company that establishes what Bidder's equivalent EMR would be.

2. Total Recordable Incident Rates (RIR)

   What were Bidder's Total RIR for each of the last three years?

   2022 [redacted] **2023** [redacted] **2024** [redacted]

   Average of last three years: [redacted] _____ (no rounding)

3. Total Lost Time Incident Rates (LTIR)

   What were Bidder's Total LTIR for each of the last three years?

   2022 [redacted] **2023** [redacted] **2024** [redacted]

   Average of last three years [redacted] _____ (no rounding)

4. Use Bidder's last year's Cal/OSHA 300 log to fill in the following number of injuries and illnesses:

   a. Number of lost workday cases [redacted]

   b. Number of medical treatment cases [redacted]

   c. Number of fatalities [redacted]

5. Employee hours worked last year [redacted]

6. State the name of Bidder's safety engineer/manager:
   Jorge Rodriguez

Attach a resume or outline of this individual's safety and health qualifications and experience.

I CERTIFY, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND I AUTHORIZE OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

BIDDER:

By: Marco Antonio Gutierrez
Signature

Its: President
Title

Date 6/3/25

END OF DOCUMENT

Jorge Rodriguez

HSE Director
M:415-215-1360

EXPERIENCE:

McCarthy Building Company
(Greater Bay Area, CA)
Dates: February 2017 – Present
Role: HSE Manager

Multiple Projects Completed with Zero Lost Time Incidents

- Roche Project Unity – Pharmaceutical and Technology Laboratories **Value: $ 95,000,000.00 (Active)**
- San Jose State University - Parking Garage **Value: $56,000,000.00**
- Genentech B40 Connector Building – Office and Development Building **Value: $220,000,000.00**
- Gilead Science and Technology - Research and Development Laboratories Building **Value: $ 325,000,000.00**
- Gilead Science and Technology – Parking Garage **Value: $38,000,000.00**

National Demolition Contractors
(Greater Los Angeles Area, CA)
Dates: August 2013 – December 2017
Role: HSE Manager

Multiple Projects Completed with Zero Lost Time Incidents

- Advanced Technology & Education Park (ATEP). For Former Marine Corps Air Station. **Value: $ 3,500,000.00**
- South Region High School # 8 – For Los Angeles Unified School District **Value: $ 6,100,000.00**
- Teledyne South Region Soil Remediation and Redevelopment **Value: $12,000,000.00**
- Hollywood Park Grand Stand (Rams Stadium) **Value: $7,900,000.00**
- DaVinci Apartment Complex Fire Damage **Value: $ 1,300,000.00**
- Kaiser Harbor City North Hospital Demolition **Value: $ 13,600,000.00**
- Kaiser Woodland Hills Expansion Renovation **Value: $ 5,300,000.00**
- LAFC – Former Los Angeles Memorial Sports Arena **Value: $ 3,200,000.00**
- UCLA – CHS School of Medicine Seismic Renovation **Value: $ 2,000,000.00**
- Kaiser West Los Angeles Building Abatement and Demolition **Value: $18,000,000.00**

PCL Construction Inc.
(Los Angeles, CA)
Dates: May 2003 – July 2013
Role: Project HSE Supervisor

Multiple Projects Completed with Zero Lost Time Incidents

- UCLA -Pauley Pavilion Renovation and Expansion **Value: $ 97,059,962.00**
- Irvine Medical Hospital and Business Center **Value:$160,000,000.00**

Continued:

- DeNeve Room and Board Building/CHS School of Medicine Phase I – (UCLA) **Value: $ 97,059,962.00**
- California State University Fullerton Student Housing Phase III **Value: $ 131,932,000.00**
- Terasaki Life Sciences Building – (UCLA) **Value: $136,367,500.00**
- California State University, Channel Islands - John Spoor Broome Library CSUCI **Value: $ 89,194,172.00**
- Reiber Hall West/East Dormitories University of California Los Angeles (UCLA) **Value: $ 120,000,000.00**

Michael Heavey Construction
(San Francisco, CA)
Dates: July 2002 - April 2003
Role: HSE Project Coordinator

- PG&E Bay Area Street Lighting Redevelopment **Value: $ 138,000.000.00**

PROFESSIONAL SKILLS:

- OSHA Standards for Construction Industry (OSHA 510)
- OSHA Standards for Construction Industry (OSHA 500)
- Environmental Compliance Storm Water Sampling and Analysis Training
- Trench and Excavation Competent Person
- Traffic Control-DOT Flagging Trainer
- Emergency First Responder Certification
- Scaffold User Hazard Awareness Trainer & Competent Person Training
- 24 Hour Chemical Spill Response Technician Training
- 16 Hour Spill Response Incident Command Training
- OSHA's 40 Hour HAZWOPER Standard Requirement
- 8 Hour Confined Space Training/Competent Person
- Crane Management Competent Person
- First Aid/CPR Certified
- Certified Erosion, Sediment and Storm Water Inspector (CESSWI)
- QSP Certification - Qualified SWPPP Practitioners
- Air Contaminants and Industrial Ventilation, and Emergency Planning Training
- Fall Protection Competent Person
- OSHA Certified Forklift Instructor
- OSHA Certified Aerial Lift Instructor

EDUCATION:

California State University, Dominguez Hills
Certification: Occupational Health, Safety & Environmental 2009

ADDITIONAL SKILLS:

Bilingual, bicultural, and bi-literate, with strong written and oral communication skills in English and Spanish.
Windows 95, 98, 2000, XP and Vista, Microsoft Word, (Moderate Level Excel and Power Point)

DOCUMENT 00 4336

SUBCONTRACTORS LIST

Name of Subcontractor and Location of Place of Business	Description of Work	Subcontractor's License No.	DIR Registration Number
DC elctric	Electrical		
Pavement coating co.	Chip Seal/ Microsurfacing		
SPM	Striping		

(Bidder to attach additional sheets if necessary)

(PUBLIC CONTRACT CODE §4100 ET SEQ.)

END OF DOCUMENT

DOCUMENT 00 4519

NON-COLLUSION DECLARATION

PUBLIC CONTRACT CODE SECTION 7106

NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the President of Terocons Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 6/3/25 [**date**], at San Francisco [**city**], Califonria [**state**].

BIDDER'S SIGNATURE:

NAME/TITLE OF SIGNATORY: Marco Antonio Gutierrez - President

LEGAL NAME OF BIDDER: Terocons Inc.

END OF DOCUMENT

DOCUMENT 00 4546

BIDDER CERTIFICATIONS

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to Owner as set forth in sections 1 through 10**,** below.

1. STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

2. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

By my signature hereunder, as the Contractor, I certify that I am aware of the Labor Code Section 3700, which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as the Contractor, I certify that I am aware of Labor Code Section 1773, which requires the payment of prevailing wage on public projects. Contractor and any subcontractors under the Contractor shall comply with Labor Code Section 1776 regarding wage records, and with Labor Code Section 1777.5 regarding the employment and training of apprentices. Contractor is responsible to ensure compliance by any and all subcontractors performing work under this Contract.

4. CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE

By my signature hereunder, as the Contractor, I certify that I am aware of Labor Code Sections 1777.1 and 1777.7 Code, and Contractor and Subcontractors are eligible to bid and work on public works projects.

5. CERTIFICATION OF NON-DISCRIMINATION

By my signature hereunder, as the Contractor, I certify that there will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, age or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principal of equal opportunity in employment will be demonstrated positively and aggressively.

6. CERTIFICATION OF NON-DISQUALIFICATION

By my signature hereunder, as the Contractor, I swear, under penalty of perjury, that the below indicated Bidder, any officer of Bidder, or any employee of Bidder who has a proprietary interest in such Bidder, has never been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or safety regulation, except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If a statement of "Previous Disqualifications" is attached, please explain the circumstances.

7. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Bid, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the

labor or services to be provided. I understand that Owner will be relying on this certification if it awards the Contract to the undersigned.

8. CERTIFICATION REGARDING DIR CONTRACTOR / SUBCONTRACTOR REGISTRATION

By my signature hereunder, as the Contractor, I certify that Contractor, and all Subcontractors listed on Document 00 4336 (Subcontractors List) are the subject of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code. Contractor's registration number is ***[please complete]*** PW-LR-1000978603. Subcontractors' registration numbers are as indicated in Document 00 4314.

BIDDER: Terocons Inc.
(Name of Bidder)

Date: 6/3/, **2025**

By: _____
(Signature)

Name: Marco Antonio Gutierrez
(Print Name)

Its: President
(Title)

END OF DOCUMENT

DOCUMENT 00 4548

IN-USE OFF-ROAD DIESEL-FUELED FLEETS CERTIFICATION

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to Owner as set forth in sections 1 through 2, below.

1. **Certification of Compliance.** I hereby certify that I and all of my Subcontractors will conform to the California Air Resource Board (CARB) In-Use Off-Road Diesel-Fueled Fleets requirements for all work involving the use of vehicles subject to the regulations, including, without limitation, as applicable, the Contracting Requirements in Title 13 CCR section 2449, subdivision (i), subparts (1) – (4), and the Prime Contractor Requirements in Title 13 CCR section 2449, subdivision (j), subparts (1) – (5).

2. **Instructions**. Check one (1) box below.

   ☑ Bidder's current CARB issued Certificate of Reported Compliance accompanies this Certification. (If this box is checked, the Certificate ***must be*** provided.)

   ☐ Bidder certifies that its work on the Project (including work of its Subcontractors) does not involve the use of vehicles subject to the CARB In-Use Off-Road Diesel-Fueled Fleets requirements.

BIDDER: Terocons Inc.
(Name of Bidder)

Date: 6/3, 2025 By: _____
(Signature)

Name: Marco Antonio Gutierrez
(Print Name)

Its: President
(Title)

END OF DOCUMENT

California Environmental Protection Agency

Air Resources Board

January 1, 2025

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

TEROCONS, INC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2026**

Jack Kitowski
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

[redacted]

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

ADDENDUM NO. 1
to
PROJECT MANUAL and PROJECT PLANS
FOR CONSTRUCTION OF

2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS PROJECT

DATE:	May 15, 2025
TO:	Plan Holders
SUBJECT:	Revision to Bid Set
BID OPENING DATE:	**May 29, 2025 at 2:00 PM**

This Addendum forms a part of the Bidding and Contract Documents and modifies the Bid Documents as described below. This addendum consists of a total of four (4) pages plus attachments.

The following revisions shall be made to the Project Manual:

1. DOCUMENT 00 2113 INSTRUCTIONS TO BIDDERS, Section 2.03 Paragraph D shall be replaced with the following: "Document 00 ~~4314~~ **4336** (Subcontractors List). Bidders must submit Document 00 ~~4314~~ **4336** (Subcontractors List) completed in accordance with the provisions of Document 00 ~~4314~~ **4336**. The Subcontractors List must include the names, location, place of business, and other information required by Document 00 ~~4314~~ **4336**, of all subcontractors who will perform any portion of work, including labor, rendering of service, or specially fabricating and installing a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the total Bid amount. Any violation of this requirement may result in a Bid being deemed non-responsive and not being considered. Bidders may, in their discretion, submit all information required in Subcontractors List other than names and places of business, within 24 hours after the deadline established for receipt of Bids."

2. DOCUMENT 00 2113 INSTRUCTIONS TO BIDDERS, Section 3.01 Paragraph C shall be replaced with the following: "For the Apparent Low Bidder only, Owner will evaluate the Apparent Low Bidder for responsiveness to the requirements of ~~Document 00 4513~~ **the Project Manual** and for Responsibility."

3. DOCUMENT 00 4113 BID FORM, Pages 1 through 5 shall be deleted and replaced in its entirety with the attached Document 00 4113 Pages 1 through 5 labeled as **"REVISED PER ADDENDUM NO. 1**."

4. DOCUMENT 00 7200 GENERAL CONDITIONS, ARTICLE 11 TIME ALLOWANCES, 11.07 LIQUIDATED DAMAGES remove paragraph D:

   ~~D. Contractor and Owner agree that the Key Personnel listed in Contractor's Statement of Qualifications (Document 00 4513) were a material factor in Owner's assessment of Contractor's experience and the adequacy of Contactor's supervisory personnel. Accordingly, Contractor and Owner agree that Contractor shall not remove, reassign or make changes to any of the Key Personnel without Owner's prior written approval. In the event that any Key Personnel leaves the Project, is reassigned and/or is removed and replaced by Contractor before Project Final Completion, for any reason whatsoever, Contractor agrees to pay Owner liquidated damages as set forth in the Agreement (Document 00 5200), unless Contractor can demonstrate to Owner's satisfaction that the Key Personnel were reassigned and/or removed and replaced for reasons beyond Contractor's control.~~

5. TECHNICAL SPECIFICATIONS, ARTICLE 1 – COORDINATION, the following paragraph shall be added between the 3rd and 4th paragraphs:

   Contractor shall notify in writing any impacted businesses and residents at least 7 calendar days prior to any work fronting their driveways and/or business entrances. The written notice shall be approved by the Engineer prior to delivery. At no time shall a driveway or business entrance be fully inaccessible to vehicular and/or pedestrian traffic without prior approval from business, property owner, and/or resident. Work may require staging to provide continuous access. Contractor may provide detour or temporary bridge for traffic to pass around or over any

interference, which Contractor shall maintain in satisfactory condition as long as interference continues. Unless otherwise provided in the Contract Documents, Contractor shall bear the cost of these temporary facilities.

6. TECHNICAL SPECIFICATIONS, ARTICLE 3 – SUBMITTALS, list of technical submittals shall be replaced with the following:

   A. Emergency Contact Names and Phone Numbers
   B. CPM Schedule
   C. Traffic Control Plan
   D. Public Notice of Roadwork
   E. Water Pollution Control Plan
   F. Hot Mix Asphalt Concrete Job Mix Design
   G. **Type II Micro Surfacing Wearing Course**
   H. **Type 5 Fiberized Micro Surfacing System**
   I. **Three-Layer System**
   J. Portland Cement Concrete Mix Design
   K. Aggregate Base Source, Gradation and Certification
   L. Detectable Warning Surface
   M. ~~Signal poles~~ **RRFB equipment**

7. TECHNICAL SPECIFICATIONS, ARTICLE 5 – TRAFFIC CONTROL SYSTEM, paragraph 1 shall be replaced with the following:

   A traffic control system shall consist of closing traffic lanes in accordance with the provisions of Section 12, "Construction Area Traffic Control Devices" ~~of the State Standards, the provisions under "Maintaining Traffic" elsewhere in these special provisions.~~

8. TECHNICAL SPECIFICATIONS, ARTICLE 15 – MISCELLANEOUS CONCRETE AND RELATED ITEMS, SECTION 15.010 MEASUREMENT AND PAYMENT, paragraph 2 shall be replaced with the following:

   Sidewalk With Retaining Curb shall be measured and paid for by the square foot **as sidewalk**, including the retaining curb measured in plan view. **The exception shall be the sidewalk acting as the foundation for the retaining wall on Military West between Sta 124+76 and 126+20 which will not be measured and shall be paid as retaining wall.**

9. TECHNICAL SPECIFICATIONS, ARTICLE 15 – MISCELLANEOUS CONCRETE AND RELATED ITEMS, SECTION 15.010 MEASUREMENT AND PAYMENT, paragraph 4 shall be replaced with the following:

   Retaining Wall as shown in the plans shall be paid for per the square foot measured area of vertical face between the top of the sidewalk and the top of the wall. The contract square foot price paid shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in constructing the retaining wall stem, ~~and~~ reinforced sidewalk, **curb and gutter, and 1' x 1' footing key**, complete in place, including excavation, backfill, aggregate base, drilling, dowels and dowelling, reinforcement, Portland cement concrete, score marks, expansion joints, weakened plane joints, furnishing and applying curing compound, cleanup and other incidental work, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

10. TECHNICAL SPECIFICATIONS, ARTICLE 18 – EXISTING SIGNING, STRIPING, AND PAVEMENT MARKERS, the following section shall be added:

    18.03 LOW PROFILE CURB BLOCK REMOVALS

    The contractor shall remove the low-profile curb blocks extending the median and discouraging left turn movements from northbound West 6th Street onto Military West. Where the low-profile curb blocks are removed, the divots left by the removal of asphalt shall be filled with bituminous material and leveled off with the top of pavement leaving no bump, divot, or excess materials.

SECTION 18.03 MEASUREMENT AND PAYMENT shall be renumbered to SECTION 18.04, and the first paragraph shall be replaced with the following:

The lump sum price paid per location for Remove Pavement Stripes, Markers, and Markings shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in removing pavement stripes, markers, and markings, **and low-profile curb blocks**, cleanup and other incidental work, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

11. TECHNICAL SPECIFICATIONS, the following article shall be added:

ARTICLE 20 – CHANNELIZERS AND CURBING

The channelizers and curbing shall be yellow with two yellow high intensity reflective wraps. Channelizers shall stand 36 inches from the roadway surface.

The channelizers shall be round posts capable of withstanding impacts from any direction and compliant with the Manual for Assessing Safety Hardway (MASH). Channelizers shall be self-righting and able to withstand multiple impacts.

The curb portion of the product shall have ribs below the curb to prevent breaking. Each curb section shall have ramped ends that can be used as end pieces. Curb sections shall be attached to the road surface utilizing anchors.

Channelizers shall be a maximum of 4' apart and have 2 reflective pavement markers between channelizers. Channelizers shall be within 2' of the ends of the curbing.

Post and curbs are to be manufactured from Urethane and/or HDPE. A Factory Representative shall be available for training on initial installations.

20.01 MEASUREMENT AND PAYMENT

The price paid per linear foot of "Channelizers with Curbing" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing the channelizers and curbing, cleanup and other incidental work, as shown on the plans, as specified in these special provisions, and as directed by the Engineer.

ARTICLE 20 – RECTANGULAR RAPID FLASHING BEACON shall be renumbered to ARTICLE 21. The list of technical specifications in DOCUMENT 00 0110 TABLE OF CONTENTS and DOCUMENT 00 0115 DRAWINGS, TABLES, SCHEDULES, TECHNICAL SPECIFICATIONS shall be revised to reflect this change.

12. All references to the 2022 Caltrans Standard Plans and Specifications shall be changed to the 2023 Caltrans Standard Plans and Specifications.

The following revisions shall be made to the Project Plans:

1. PLANS (Sheets 3, 7, 15, 19, 23, 29, 30, 31, 32, 33, and 35) – Sheets 3, 7, 15, 19, 23, 29, 30, 31, 32, 33, and 35 shall be deleted and replaced with the attached sheets 3, 7, 15, 19, 23, 29, 30, 31, 32, 33, and 35 marked as "**ADDENDUM NO. 1**" and dated **5/13/25**.

2. All references to the 2022 Caltrans Standard Plans and Specifications shall be changed to the 2023 Caltrans Standard Plans and Specifications.

PLEASE SIGN THIS ADDENDUM IN THE SPACE PROVIDED BELOW AND INCLUDE THE SIGNED COPY OF THIS ADDENDUM WITH YOUR BID DOCUMENTS. NOTE THAT BID DOCUMENTS SUBMITTED WITHOUT A SIGNED COPY OF THIS ADDENDUM MAY BE CONSIDERED NON-RESPONSIVE AND MAY BE REJECTED.

By: Derek Linsley — May 15, 2025

Derek Linsley
Senior Civil Engineer, City of Benicia
Date

The undersigned has received and read this addendum.

Terocons Inc.
Contractor Name

Signature

Marco Antonio Gutierrez
Name (printed)

6/3/25
Date

ADDENDUM NO. 2
to
PROJECT MANUAL
FOR CONSTRUCTION OF

2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS PROJECT

DATE:	May 22, 2025
TO:	Plan Holders
SUBJECT:	Revision to Project Manual
BID OPENING DATE:	**May 29, 2025 at 2:00 PM**

This Addendum forms a part of the Bidding and Contract Documents and modifies the Bid Documents as described below. This addendum consists of a total of one (1) page plus attachments.

The following revisions shall be made to the Project Manual:

1. DOCUMENT 00 0107 SEALS PAGE shall be deleted and replaced in its entirety with the attached Document 00 0107 labeled as **"REVISED PER ADDENDUM NO. 2"**

2. DOCUMENT 00 4113 BID FORM, shall be deleted and replaced in its entirety with the attached Document 00 4113 Pages 1 through 6 labeled as **"REVISED PER ADDENDUM NO. 2**."

3. TECHNICAL SPECIFICATIONS, the attached ARTICLE 22 – TRAFFIC SIGNALS, LIGHTING & ELECTRICAL SYSTEMS shall be added to the Technical Specifications.

   The list of technical specifications in DOCUMENT 00 0110 TABLE OF CONTENTS and DOCUMENT 00 0115 DRAWINGS, TABLES, SCHEDULES, TECHNICAL SPECIFICATIONS shall be revised to reflect this change.

PLEASE SIGN THIS ADDENDUM IN THE SPACE PROVIDED BELOW AND INCLUDE THE SIGNED COPY OF THIS ADDENDUM WITH YOUR BID DOCUMENTS. NOTE THAT BID DOCUMENTS SUBMITTED WITHOUT A SIGNED COPY OF THIS ADDENDUM MAY BE CONSIDERED NON-RESPONSIVE AND MAY BE REJECTED.

By: Derek Linsley — May 22, 2025
Derek Linsley — Date
Senior Civil Engineer, City of Benicia

The undersigned has received and read this addendum.

Terocons Inc. — Signature
Contractor Name

Marco Antonio Gutierrez — 6/3/25
Name (printed) — Date

ADDENDUM NO. 3
to
PROJECT MANUAL
FOR CONSTRUCTION OF

2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS PROJECT

DATE:	May 27, 2025
TO:	Plan Holders
SUBJECT:	Revision to Bid Opening Date
BID OPENING DATE:	**June 3, 2025 at 2:00 PM**

This Addendum forms a part of the Bidding and Contract Documents and modifies the Bid Documents as described below. This addendum consists of a total of one (1) page plus attachments.

The following revisions shall be made to the Project Manual:

1. Bid Opening Date has been changed to June 3, 2025 at 2:00 PM and is revised at the following locations in the Project Manual:

    a. Document 00 0101 – Page 1

    b. Document 00 1113 – Page 1, Article 1.01

PLEASE SIGN THIS ADDENDUM IN THE SPACE PROVIDED BELOW AND INCLUDE THE SIGNED COPY OF THIS ADDENDUM WITH YOUR BID DOCUMENTS. NOTE THAT BID DOCUMENTS SUBMITTED WITHOUT A SIGNED COPY OF THIS ADDENDUM MAY BE CONSIDERED NON-RESPONSIVE AND MAY BE REJECTED.

By: Derek Linsley — May 27, 2025
Derek Linsley — Date
Senior Civil Engineer, City of Benicia

The undersigned has received and read this addendum.

Terocons Inc. — Signature
Contractor Name

Marco Antonio Gutierrez — 6/3/25
Name (printed) — Date

ADDENDUM NO. 4
to
PROJECT MANUAL
FOR CONSTRUCTION OF

2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS PROJECT

DATE:	May 28, 2025
TO:	Plan Holders
SUBJECT:	Revision to Project Manual
BID OPENING DATE:	**June 3, 2025 at 2:00 PM**

This Addendum forms a part of the Bidding and Contract Documents and modifies the Bid Documents as described below. This addendum consists of a total of one (1) page plus attachments.

The following revisions shall be made to the Project Manual:

1. DOCUMENT 00 4113 BID FORM, shall be deleted and replaced in its entirety with the attached Document 00 4113 Pages 1 through 6 labeled as **"REVISED PER ADDENDUM NO. 4**"

2. TECHNICAL SPECIFICATIONS, ARTICLE 17 – MISCELLANEOUS STORM DRAIN, SECTION 17.01, paragraph B shall be replaced with the following:

   B. Adjust Pipe and "T"
   The existing corrugated metal pipe and "T" at approximate **Sta 128+27** Military West shall be adjusted to align behind the retaining curb. Thru sidewalk drains with crushed rock in non-woven filter shall be placed behind the retaining curb at either side of the "T".

3. TECHNICAL SPECIFICATIONS, ARTICLE 17 – MISCELLANEOUS STORM DRAIN, SECTION 17.01, paragraph C shall be replaced with the following:

   C. Extend PVC Pipe **and Small Rock Slope Protection**
   The existing 8" PVC pipe at approximate **Sta 128+50** Military West shall be extended to the retaining curb **and install small rock slope protection per plan**. A thru sidewalk drain with crushed rock in non-woven filter shall be placed behind the retaining curb at the extension to the pipe.

PLEASE SIGN THIS ADDENDUM IN THE SPACE PROVIDED BELOW AND INCLUDE THE SIGNED COPY OF THIS ADDENDUM WITH YOUR BID DOCUMENTS. NOTE THAT BID DOCUMENTS SUBMITTED WITHOUT A SIGNED COPY OF THIS ADDENDUM MAY BE CONSIDERED NON-RESPONSIVE AND MAY BE REJECTED.

By: Derek Linsley — May 28, 2025
Derek Linsley — Date
Senior Civil Engineer, City of Benicia

The undersigned has received and read this addendum.

Terocons Inc. — Signature
Contractor Name

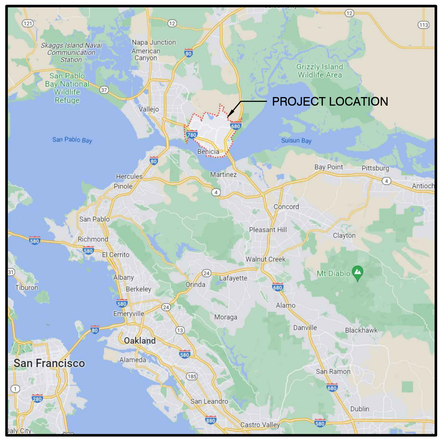
Marco Antonio Gutierrez — 6/3/25
Name (printed) — Date

CITY OF BENICIA
DEPARTMENT OF PUBLIC WORKS

2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS

CITY PROJECT Nos. 22-04, 22-21, 23-01
STATE AID PROJECT NO. HSIPSL-5003 (036)

TRANSPORTATION DEVELOPMENT ACT-ARTICLE 3 FUNDS (FY23/24, FY22/23)
HIGHWAY SAFETY IMPROVEMENT PROGRAM-CYCLE 10 FUNDS



PROJECT VICINITY MAP
NO SCALE

SHEET INDEX

SHEET NUMBER	DRAWING TITLE
1	TITLE SHEET
2	GENERAL NOTES AND ABBREVIATIONS
3	DETAILS
4	ALIGNMENT LAYOUTS (1 of 2)
5	ALIGNMENT LAYOUTS (2 of 2)
6	KEARNEY STREET MID-BLOCK DEMOLITION PLAN
7	KEARNEY STREET MID-BLOCK IMPROVEMENT PLAN
8	KEARNEY STREET MID-BLOCK SIGNING/STRIPING PLAN
9	KEARNEY STREET AND ROSE DRIVE DEMOLITION PLAN
10	KEARNEY STREET AND ROSE DRIVE IMPROVEMENT PLAN
11	KEARNEY STREET AND ROSE DRIVE SIGNING/STRIPING PLAN
12	HASTINGS DRIVE AND SOUTHAMPTON ROAD DEMOLITION AND IMPROVEMENT PLAN
13	HASTINGS DRIVE AND SOUTHAMPTON ROAD SIGNING/STRIPING PLAN
14	MILITARY WEST AND WEST 3RD ST DEMOLITION PLAN
15	MILITARY WEST AND WEST 3RD ST IMPROVEMENT PLAN
16	MILITARY WEST – WEST 5TH ST TO WEST 3RD ST DEMOLITION PLAN
17	MILITARY WEST – WEST 5TH ST TO WEST 3RD ST IMPROVEMENT PLAN
18	MILITARY EAST AND EAST 5TH STREET DEMOLITION PLAN
19	MILITARY EAST AND EAST 5TH STREET IMPROVEMENT PLAN
20	MILITARY EAST AND EAST 5TH STREET SIGNING/STRIPING PLAN
21	MILITARY WEST DEMOLITION AND IMPROVEMENT PLAN STA 90+00 TO 100+00
22	MILITARY WEST DEMOLITION AND IMPROVEMENT PLAN STA 100+00 TO 111+20
23	MILITARY WEST DEMOLITION AND IMPROVEMENT PLAN STA 111+20 TO 122+40
24	MILITARY WEST DEMOLITION AND IMPROVEMENT PLAN STA 122+40 TO 133+60
25	MILITARY WEST DEMOLITION AND IMPROVEMENT PLAN STA 133+60 TO 144+80
26	MILITARY WEST/EAST DEMOLITION AND IMPROVEMENT PLAN STA 144+80 TO 155+80
27	MILITARY EAST DEMOLITION AND IMPROVEMENT PLAN STA 155+80 TO 160+40
28	MILITARY WEST SIGNING AND STRIPING PLAN STA 93+00 TO 100+00
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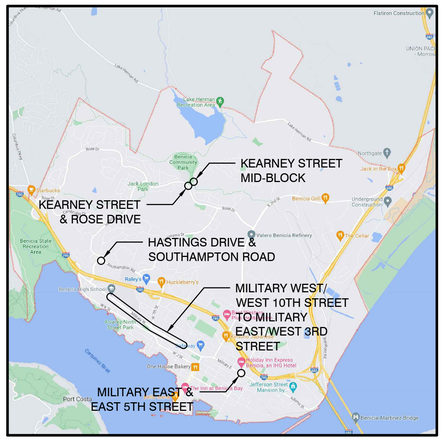
30	MILITARY WEST SIGNING AND STRIPING PLAN STA 111+20 TO 122+40
31	MILITARY WEST SIGNING AND STRIPING PLAN STA 122+40 TO 133+60
32	MILITARY WEST SIGNING AND STRIPING PLAN STA 133+60 TO 144+80
33	MILITARY WEST/EAST SIGNING AND STRIPING PLAN STA 144+80 TO 155+80
34	MILITARY EAST SIGNING AND STRIPING PLAN STA 155+80 TO 160+40
35	MILITARY WEST – MILITARY EAST PAVEMENT TREATMENTS TYPICAL SECTIONS



PROJECT LOCATION MAP
NO SCALE

CITY OF BENICIA
APPROVED DATE 5/1/2025
Neil Leary, P.E.
CITY ENGINEER

NO.	REVISIONS	DATE	BY

HALEY & ALDRICH, INC.
785 Ygnacio Valley Road
Walnut Creek, CA 94596
Tel: 925.935.9771
www.haleyaldrich.com

REGISTERED PROFESSIONAL ENGINEER ★ LYNNE B. FILSON ★ No. 45681 ★ CIVIL ★ STATE OF CALIFORNIA
DATE: 5/1/2025

TITLE SHEET

2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS
BENICIA, CALIFORNIA

SHEET NUMBER
01 OF 35

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GENERAL NOTES

A. GENERAL

1. THE CONTRACTOR SHALL NOTIFY "UNDERGROUND SERVICE ALERT" (USA) AT 811 AT LEAST 2 DAYS PRIOR TO EXCAVATION AT ALL LOCATIONS. ADDITIONAL UTILITY COMPANIES NOT COVERED BY USA SHALL BE NOTIFIED AS SET FORTH IN THE SPECIFICATIONS.

2. THE FOLLOWING PUBLIC AGENCIES ARE AFFECTED BY THE CONTRACT WORK IN THESE PLANS. THE SPECIFIC INDIVIDUALS LISTED SHALL BE CONTACTED AT LEAST 7 DAYS PRIOR TO ANY WORK PERFORMED ON EACH AGENCY'S PROPERTY.

A. CITY OF BENICIA (CITY)
DEPARTMENT OF PUBLIC WORKS AND COMMUNITY DEVELOPMENT
250 EAST L STREET
BENICIA, CA 94510
CONTACT: DEREK LINSLEY , PROJECT MANAGER (707) 746-4237

B. PACIFIC GAS AND ELECTRIC (PG&E)
303 CARLSON STREET
VALLEJO, CA 94590

C. COMCAST CABLE TV SERVICE
825 CHADBOURNE ROAD
FAIRFIELD, CA 94534

D. AT&T
40 EXECUTIVE COURT
NAPA, CA 94558

4. LOCATION OF EXISTING UTILITIES SUCH AS PG&E GAS AND ELECTRICAL LINES AND OTHER FACILITIES ARE NOT SHOWN. CONTRACTORS SHALL USA AND VERIFY IN FIELD THE LOCATION OF EXISTING UTILITIES, AND TAKE PROPER PRECAUTIONS TO PROTECT THE EXISTING FACILITIES AND UTILITIES.

5. ALL EXISTING UTILITIES AND TWO WAY TRAFFIC SHALL BE MAINTAINED IN OPERATION AT ALL TIMES, UNLESS ALLOWED OTHERWISE BY THE ENGINEER.

6. EXISTING SURVEY MONUMENTS, SEWER AND WATER AND OTHER UTILITIES THAT ARE DAMAGED OR REMOVED DURING THE WORK BY THE CONTRACTOR SHALL BE REPLACED OR RECONSTRUCTED IN ACCORDANCE WITH STANDARD PRACTICES WITH NEW MATERIAL EQUAL OR BETTER IN STRENGTH AND QUALITY AT THE CONTRACTOR'S EXPENSE. DAMAGE TO TELEPHONE, PG&E, TV CABLE, AND WATER SUPPLY PIPELINES WILL BE REPAIRED BY THE RESPECTIVE AGENCIES AT THE CONTRACTOR'S SOLE EXPENSE.

7. ALL WORK SHALL BE SUBJECTED TO FIELD INSPECTION BY THE CITY, BUT SUCH INSPECTION SHALL NOT RELIEVE THE CONTRACTOR OF HIS RESPONSIBILITY FOR PERFORMING ALL THE WORK IN A SAFE AND SATISFACTORY MANNER, AND IN ACCORDANCE WITH THE CITY SPECIFICATIONS.

8. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING A TRAFFIC CONTROL PLANS FOR REVIEW AND APPROVAL BY THE CITY ENGINEER. CONTRACTOR IS RESPONSIBLE FOR PROVIDING SAFETY AND TRAFFIC CONTROL DEVICES REQUIRED ON EXISTING STREETS AND SIDEWALKS DURING THE COURSE OF CONSTRUCTION. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.

9. MANHOLES, WATER VALVE BOXES, AND RODDING INLET COVERS LOCATED IN AC SHALL BE BROUGHT TO FINISHED GRADE BY THE CONTRACTOR AFTER PAVING IS COMPLETED.

10. THE CONTRACTOR SHALL PROVIDE FOR UNOBSTRUCTED INGRESS AND EGRESS TO AND FROM PRIVATE PROPERTY ADJACENT TO WORK THROUGHOUT THE PERIOD OF CONSTRUCTION.

11. NO TREES SHALL BE REMOVED UNLESS APPROVED BY THE ENGINEER. ALL TREES LOCATED IN AREAS REQUIRING GRADE MODIFICATION OR CONFLICTING WITH UTILITIES SHALL BE TREATED UNDER THE SUPERVISION OF THE ENGINEER. TREE ROOTS SHALL BE REMOVED UNDER THE SUPERVISION OF THE ENGINEER OR PUBLIC WORKS LANDSCAPE MAINTENANCE STAFF. NO ADDITIONAL COMPENSATION SHALL BE ALLOWED THEREFOR.

B. STREET IMPROVEMENT

1. ALL STREET IMPROVEMENTS, UTILITIES, LANDSCAPING, STREET SIGNS, ETC. NOT PROPOSED FOR REPLACEMENT SHALL BE ASSESSED BY THE CONTRACTOR PRIOR TO BEGINNING WORK. IMPROVEMENTS THAT ARE DAMAGED OR REMOVED DURING WORK BY THE CONTRACTOR SHALL BE RESTORED TO THE ORIGINAL CONDITION OR BETTER AT THE CONTRACTOR'S EXPENSE AND IN ACCORDANCE WITH CALTRANS, CITY OF BENICIA STANDARDS AND TO THE SATISFACTION OF THE ENGINEER.

2. SIGNS SHALL BE INSTALLED IN CONFORMANCE WITH BENICIA STANDARD PLAN ST-15.

3. AT ALL TIMES DURING CONSTRUCTION AND UNTIL ACCEPTANCE BY THE CITY, CONTRACTOR SHALL PREVENT THE FORMATION OF ANY AIRBORNE NUISANCE BY WATERING OR TREATING THE SITE OF WORK IN SUCH A MANNER THAT WILL CONFINE DUST PARTICLES TO THE IMMEDIATE SURFACE OF THE WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE CAUSED BY DUST FROM THEIR SUBCONTRACTOR'S ACTIVITIES IN PERFORMING THE WORK UNDER THE CONTRACT AND SHALL BE RESPONSIBLE FOR ANY CITATIONS, FINES, OR CHARGES RESULTING FROM DUST AND NOISE NUISANCE. THE NOISE LEVEL OF THE CONTRACTOR'S OPERATION SHALL BE KEPT TO A MINIMUM AS PER STANDARD SPECIFICATIONS.

4. PRIOR TO PAVEMENT INSTALLATION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ENCOUNTERED DEBRIS AND ORGANIC MATERIAL IN WORK AREA, AND RESTORE SUBGRADE AND AGGREGATE BASE TO STANDARD CONDITIONS IN MOISTURE AND COMPACTION.

5. THE CONTRACTOR IS RESPONSIBLE FOR MATCHING EXISTING STREETS, SURROUNDING LANDSCAPING AND OTHER IMPROVEMENTS WITH A SMOOTH TRANSITION IN PAVING, CURBS, GUTTERS, SIDEWALKS, GRADING, ETC. AND TO AVOID ANY ABRUPT OR APPARENT CHANGES IN GRADES OR CROSS SLOPES, LOW SPOTS OR HAZARDOUS CONDITIONS.

6. THE THICKNESS OF EXISTING AC MAY VARY FROM WHAT IS SHOWN ON THE TYPICAL EXISTING SECTIONS.

7. THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE PRESENCE OF FIBER OPTIC AND/ OR COPPER TRAFFIC SIGNAL INTERCONNECT CABLE (sic). SHOULD EITHER OF THE CABLES BE DAMAGED BY THE CONTRACTOR DURING CONSTRUCTION OPERATIONS, THE CABLES IN THE ENTIRE LENGTH BETWEEN THE TWO NEAREST HUBS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

8. ONCE STRIPING AND MARKERS HAVE BEEN REMOVED, TEMPORARY ROADWAY STRIPING SHALL BE INSTALLED PRIOR TO INSTALLING THE PERMANENT TRAFFIC STRIPING.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LAYOUT AND CAT-TRACKING OF ALL PROPOSED STRIPING AND MARKINGS. PAVEMENT STRIPING AND MARKINGS SHALL NOT BE INSTALLED PRIOR TO APPROVAL OF THE CAT-TRACKING BY THE CITY OF BENICIA.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL, REPLACEMENT, OR RELOCATION OF ALL REGULATORY, WARNING AND GUIDE SIGNS AND STRIPING AND PAVEMENT LEGENDS AS DIRECTED BY THE INSPECTOR.

11. ALL CONSTRUCTION AREAS SHALL BE PROPERLY POSTED AND LIGHTED IN CONFORMITY WITH THE STATE MANUAL OF WARNING SIGNS, LIGHTS, AND DEVICES FOR USE IN THE PERFORMANCE OF WORK UPON HIGHWAYS, IN ORDER TO ELIMINATE HAZARDS.

12. AT NO TIME SHALL PRIVATE PROPERTY BE USED IN CONJUNCTION WITH THE PROJECT UNLESS PROPERTY-OWNER APPROVAL IS OBTAINED IN WRITING AND APPROVED BY THE CITY OF BENICIA PRIOR TO BEGINNING WORK.

13. ALL IRRIGATION FACILITIES OF ANY SIZE THAT ARE DISTURBED DURING CONSTRUCTION SHALL BE REPAIRED, TESTED AND RESTORED TO WORKING CONDITION FOR THE ORIGINAL INTENDED USE WITHIN 48 HOURS OF THE INITIAL DISTURBANCE AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR HIS WORK.

14. CONTRACTOR SHALL REMOVE ALL CONSTRUCTION MARKINGS PRIOR TO THE FINAL INSPECTION.

C. STORMWATER

1. ALL WORK EQUIPMENT THAT IS WASHED ON SITE SHALL BE CONTAINED AND PROPERLY DISPOSED OF (NO DISCHARGE INTO THE STREET OR STORM DRAINS.)

2. CONTRACTOR SHALL PERFORM LITTER REMOVAL IN CONJUNCTION WITH CONSTRUCTION ACTIVITIES.

3. EROSION CONTROL BEST MANAGEMENT PRACTICES (BMPs) SHALL BE INSTALLED AND MAINTAINED DURING THE WET SEASON (OCTOBER 1 THROUGH APRIL 30) OR 48 HOURS PRIOR TO A FORECAST STORM. SEDIMENT CONTROL BMPs SHALL BE INSTALLED AND MAINTAINED ALL YEAR ROUND.

4. NO WORK SHALL TAKE PLACE DURING RAIN EVENTS, AND IN PREPARETION FOR SUCH EVENTS, ANY LOOSE SEDIMENTS/SILT OR OTHER MATERIALS SHALL BE COVERED WITH WOVEN FABRIC AND SURROUNDED BY STRAW WATTLES.

5. EROSION AND SEDIMENT CONTROL MEASURES FOR THIS PROJECT SHALL BE IN COMPLIANCE AT ALL TIMES WITH THE WATER POLLUTION CONTROL PLAN (WPCP) PREPARED FOR THE PROJECT IN ACCORDANCE WITH THE STATE OF CALIFORNIA GENERAL CONSTRUCTION PERMIT. THIS PERMIT REQUIRES THAT THE WPCP BE KEPT UP TO DATE TO REFLECT THE CHANGING SITE CONDITIONS AND THE WPCP IS TO BE AVAILABLE ON SITE AND ACCESSIBLE AT ALL TIMES FOR INSPECTION AND REVIEW BY THE CITY.

6. THE CONTRACTOR IS RESPONSIBLE FOR DUST CONTROL DURING ALL PHASES OF CONSTRUCTION. WATER OR OTHER APPROVED METHODS SHALL BE USED TO CONTROL WINDBLOWN DUST AND PARTICLES, DUST AND PARTICLES SHALL NOT LEAVE THE CONSTRUCTION SITE. DUST CONTROL SHALL BE UTILIZED OVER ALL DISTURBED AREAS (UNLESS SUITABLY STABILIZED) REGARDLESS OF WHETHER ACTIVE WORK IS UNDERWAY. THE FOLLOWING MEASURE SHALL BE IMPLEMENTED:

6.1. WATER EXPOSED SURFACES, GRADED AREAS, STORAGE PILES, AND HAUL ROADS AT LEAST TWICE DAILY.

6.2. MINIMIZE THE AMOUNT OF DISTURBED AREA, THE AMOUNT OF MATERIAL ACTIVELY WORKED, AND THE AMOUNT OF MATERIAL STOCKPILED.

6.3. SWEEP OR WASH PAVED STREETS ADJACENT TO PROJECT CONSTRUCTION SITES AT LEAST ONCE A DAY TO REMOVE ACCUMULATED DUST/DEBRIS.

6.4. MAINTAIN AT LEAST TWO FEET OF FREEBOARD WHEN TRANSPORTING SOIL OR OTHER MATERIAL BY TRUCK COVERED LOADS.

D. SURVEYING

1. BOUNDARY SURVEY BOUNDARY WAS PERFORMED BY LCC ENGINEERING & SURVEYING. THE SURVEY WAS PREPARED FOR THE FOLLOWING LOCATIONS:

KEARNY AND KEARNY ROSE INTERSECTION
SOUTHHAMPTON AND HASTINGS INTERSECTION
MILITARY WEST FROM WEST 5TH TO WEST 3RD (STA 124+20 TO 137+80)
MILITARY EAST AT EAST 5TH INTERSECTION

2. THE PLANIMETRIC FEATURES WERE DELINEATED BY MANUAL TRACING AND DIGITIZATION OVER HIGH-RESOLUTION ORTHOIMAGES. THESE ORTHOIMAGES SERVED AS THE BASE REFERENCE FOR CAPTURING SURFACE-LEVEL FEATURES VISIBLE FROM AERIAL IMAGERY. THE LINEWORK WAS NOT SURVEYD BY A LICENCED SURVEYOR AND SHOULD BE CONSIDERED FOR REFERENCE ONLY.

3. EXISTING CONTOURS DERIVED FROM LIDAR DATASET COLLECTED BY HALEY & ALDRICH ON 10/09/2023 AND 10/11/2023. THE ELEVATIONS WERE NOT FILED-VERIFIED OR CONFIRMED BY A LICENSED SURVEYOR AND SHOULD BE CONSIDERED FOR REFERENCE ONLY.

4. THE COORDINATE SYSTEM IS BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE II NAD 83, EPOCH 2010.00 (NRS 2011), HOLDING GPS CONTROL POINT (MONUMENT) WITH THE NGS PERMANENT IDENTIFIER (PID) AE7866 (N 1,778,777.93, E 6,524,534.74, SPC CA 2). SEE "WWW.NGS.NOAA.GOV" FOR POINT DATA SHEET AND DESCRIPTION/LOCATION. RTK GPS WAS USED TO ESTABLISH LOCAL CONTROL POINTS ON SITE: SEE TABLE BELOW FOR CONTROL POINT COORDINATES FOR INDIVIDUAL SITES. DISTANCES AND COORDINATES AS SHOWN ON THIS SURVEY SHOULD BE CONSIDERED AS GRID DISTANCES AND COORDINATES. MULTIPLE DISTANCES BY 1.00008182 TO OBTAIN GROUND DISTANCES (SCALE FACTOR APPLIED AT NGS PID AA7866).

5. ELEVATIONS ARE BASED ON NAVD 88, PER GPS CONTROL MONUMENT WITH NGS PID AA7866, AS DESCRIBED ABOVE. THE ELEVATION IS TAKEN AS 12.4 FEET (NAVD88) ADDITIONAL LOCAL BENCHMARKS ESTABLISHED ON SITE USING RTK GPS. ACCURACY OF ELEVATIONS PROVIDED IS +/- 0.1 FT (SEE CONTROL POINT TABLE BELOW).

SURVEY CONTROL POINTS

PT#	NORTHING	EASTING	ELEVATION	DESCRIPTION
SITE: MILITARY WEST FROM WEST 5TH TO WEST 3RD				
1	1,782,342.95	6,515,349.38	97.52	GPS FLT CROSS MAG NL
2	1,782,526.08	6,514,941.77	103.81	GPS FLT CROSS MAG NL
3	1,782,828.16	6,514,537.25	97.92	GPS FLT CROSS MAG NL
4	1,782,180.51	6,515,711.68	83.21	GPS FLT CROSS MAG NL
SITE: SOUTH HAMPTON AT HASTINGS				
5	1,787,634.89	6,510,407.02	110.61	GPS FLT CROSS MAG NL
6	1,787,613.21	6,510,284.82	104.67	GPS FLT CROSS MAG NL
7	1,787,577.18	6,510,364.53	106.40	GPS FLT CROSS MAG NL
SITE: KEARNY AND KEARNY AT ROSE				
8	1,792,588.47	6,516,306.27	220.99	GPS FLT CROSS MAG NL
9	1,792,615.17	6,516,291.74	221.11	GPS FLT CROSS MAG NL
10	1,792,588.30	6,516,254.91	220.02	GPS FLT CROSS MAG NL
11	1,792,389.17	6,516,027.07	220.51	GPS FLT CROSS MAG NL
12	1,792,428.17	6,515,975.93	225.62	GPS FLT CROSS MAG NL
13	1,792,368.32	6,515,976.17	221.35	GPS FLT CROSS MAG NL
SITE: MILITARY EAST AT EAST 5TH				
14	1,780,356.20	6,519,382.91	59.42	GPS FLT CROSS MAG NL
15	1,780,391.71	6,519,415.41	60.04	GPS FLT CROSS MAG NL
16	1,780,436.44	6,519,355.55	57.95	GPS FLT CROSS MAG NL

6. THIS SURVEY DOES NOT REPRESENT A COMPLETE BOUNDARY SURVEY. ALL PROPERTY CORNERS HAVE NOT BEEN SEARCHED FOR OR LOCATED OTHER THAN THE FOUND STREET MONUMENTS SHOWN ON THE SURVEY PER VARIOUS RECORD SUBDIVISION MAPS FOR THE NEIGHBORHOOD. NEW CORNERS OR MONUMENTS HAVE NOT BEEN SET DURING THIS SURVEY. THE BOUNDARY (PROPERTY) LINES SHOWN HEREON ARE BASED ON RECORD INFORMATION ONLY. NOT ALL EASEMENTS MAY BE SHOWN. THE EXISTING EASEMENT INFORMATION SHOWN HEREON IS BASED ON THE VARIOUS RECORDED MAPS. BOUNDARY LINES WERE APPROXIMATELY ESTABLISHED BY USING RECORD BOUNDARY DATA SHOWN ON THE VARIOUS MAPS OF RECORD FOR THESE AREAS, AS OBTAINED FROM THE COUNTY SURVEYOR'S OFFICE. LCC WILL PROVIDE A LIST AND COPIES OF THESE MAPS UPON REQUEST. PROPERTY LINE LOCATIONS HAVE BEEN ESTABLISHED BY COMBINING DATA AND PERFORMING A "BEST FIT" INSERTION AND ROTATION INTO THE BASEMAP BASED ON THE RECORD MAPS LISTED AND THE MONUMENTS FOUND DURING THE COURSE OF THE SURVEY. FURTHER SURVEY AND BOUNDARY ANALYSIS WOULD BE REQUIRED TO DETERMINE PROPERTY LINES WITH GREATER ACCURACY, IF REQUIRED. PROPERTY LINES MAY BE CONSIDERED ACCURATE TO WITHIN +/- 0.33 FT OF TRUE LOCATIONS, MORE OR LESS.

ABBREVIATIONS

AB.....AGGREGATE BASE
AC.....ASPHALT CONCRETE
ACR.....ACCESSIBLE CURB RAMP
ADA.....AMERICAN WITH DISABILITIES ACT
BC.....BEGIN CURVE
BM.....BENCHMARK
BSW.....BACK OF SIDEWALK
C/G.....CURB AND GUTTER
CG&S.....CURB, GUTTER & SIDEWALK
CIP.....CAST IRON PIPE
CITY.....CITY OF BENICIA
CL.....CENTERLINE
CLR.....CLEAR OR CLEARANCE
CO.....CLEAN OUT
CONC.....CONCRETE
CONST.....CONSTRUCT
DET.....DETECTOR BOX/HAND HOLE
DI.....DRAINAGE INLET
DLC.....DETECTOR LOOP CABLE
DTL.....DETAIL
DWG.....DRAWING
E.....EAST
EC.....END CURVE
ECR.....END CURB RETURN
EL.....ELEVATION
ELEC.....ELECTRICAL
EP.....EDGE OF PAVEMENT
EX.....EXISTING
EG.....EXISTING GRADE
FC.....FACE OF CURB
FG.....FINISHED GRADE
FH.....FIRE HYDRANT
FL.....FLOWLINE
FT.....FEET
GL.....GUTTER LIP
H.....HEIGHT (OF WALL OR CURB)
HMA.....HOT MIX ASPHALT
IN.....INCH
INV.....INVERT
LF.....LINEAR FEET
LOL.....LAYOUT LINE
LOW.....LIMIT OF WORK
LT.....LEFT
MH.....MANHOLE
MON.....MONUMENT
N.....NORTH
NE.....NORTHEAST
NO.....NUMBER
NTS.....NOT TO SCALE
NW.....NORTHWEST
OC.....ON CENTER
PCC.....PORTLAND CEMENT CONCRETE OR POINT OF COMPOUND CURVATURE
PG&E.....PACIFIC GAS & ELECTRICAL CO
PL.....PROPERTY LINE
PP.....POWER POLE
PRC.....POINT OF REVERSE CURVATURE
PSI.....POUNDS PER SQUARE INCH
PT.....POTHOLE
PVMT.....PAVEMENT
R.....RADIUS OR RIGHT
RD.....ROAD
R&R.....REMOVE AND REPLACE
RRFB.....RECTANGULAR RAPID FLASHING BEACON
RT.....RIGHT
R/W.....RIGHT OF WAY
RW.....RETAINING WALL
S.....SOUTH
SD.....STORM DRAIN
SDWK.....SIDEWALK
SE.....SOUTHEAST
SF.....SQUARE FEET
SHT.....SHEET
SNS.....STREET NAME SIGN
SPECS.....SPECIFICATIONS
SS.....SANITARY SEWER OR SIGNING AND STRIPING
ST.....STREET
STA.....STATION
STD.....STANDARD
SW.....SOUTHWEST
(T).....TOTAL LENGTH IN MULTIPLE VIEWPORTS
TC.....TOP OF CURB
TEMP.....TEMPORARY
TSPB.....TRAFFIC SIGNAL PULL BOX
TYP.....TYPICAL
USA.....UNDERGROUND SERVICE ALERT
(V).....TO BE VERIFIED
VG.....VALLEY GUTTER
W.....WATER OR WEST
W/.....WITH
WM.....WATER METER
WV.....WATER VALV

CALTRANS STANDARDS PLANS 2023 EDITION WITH REVISIONS

A20A - A24G PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS (NOTE: 7 SHEETS REVISED)
A87A CURBS AND DRIVEWAYS
A88A - A88B CURB RAMP AND ISLAND PASSAGE DETAILS
ES-7Q ELECTRICAL SYSTEMS (PEDESTRIAN BARRICADES)

STANDARD PLANS CITY OF BENICIA (1992)

ST-2 CURB, GUTTER, AND SIDEWALK
ST-3 CONCRETE RELATED NOTES
ST-15 STREET NAME SIGN

SYMBOLS

(MH) EXISTING SANITARY SEWER MANHOLE*

EXISTING MISCELLANEOUS MONUMENT OR UTILITY COVER*

* ALL MONUMENTS, UTILITY COVERS, AND MANHOLE LOCATIONS SHALL BE VERIFIED IN THE FIELD.

9 CALTRANS STD DETAIL NUMBER

SIGNS

R1-5A

R4-7

S1-1(CA)

W11-2

W16-7P(CA)

SW24-3(CA) (AHEAD)

R7-9A (BIKE LANE)

NO.	REVISIONS	DATE	BY

HALEY & ALDRICH, INC.
785 Ygnacio Valley Road
Walnut Creek, CA 94596
Tel: 925.935.9771
www.haleyaldrich.com

REGISTERED PROFESSIONAL ENGINEER LYNNE B. FILSON No. 45681 CIVIL STATE OF CALIFORNIA

DATE: 5/1/2025

GENERAL NOTES AND ABBREVIATIONS

2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS
BENICIA, CALIFORNIA

SHEET NUMBER
02 OF 35

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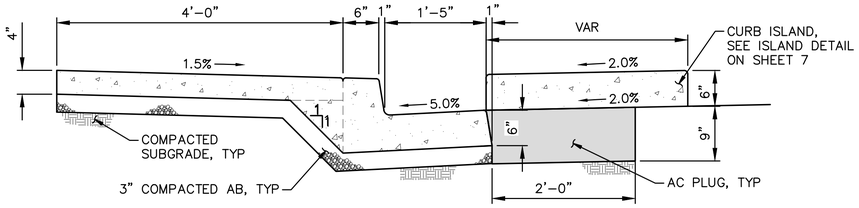
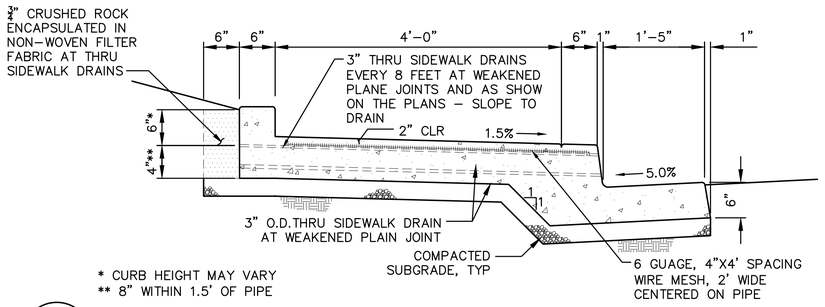


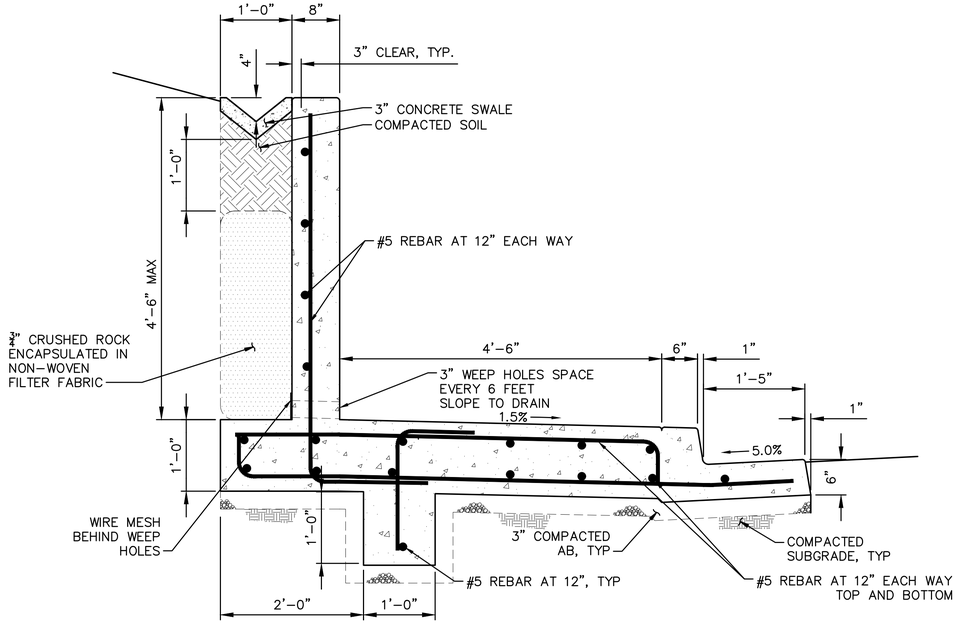
1 TYPE "A" CURB, GUTTER, & SIDEWALK

KEARNEY–MID–LOL STA 41+68.17 TO 41+94.67
NO SCALE



2 TYPE "A" CURB, GUTTER, & SIDEWALK WITH RETAINING CURB

MILITARY–WEST–LOL STA 126+20.00 TO 128+20.00
NO SCALE

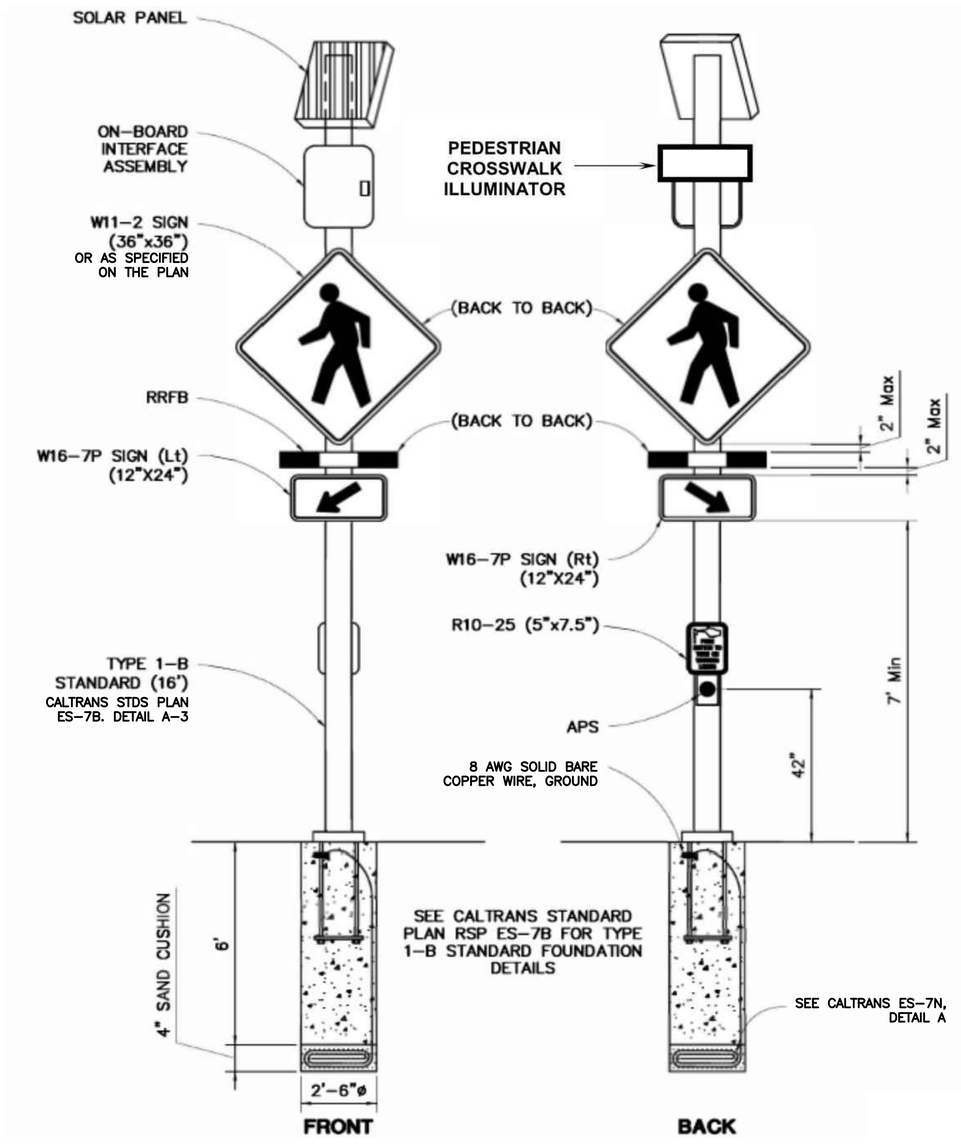


3 TYPE "A" CURB, GUTTER, & SIDEWALK WITH RETAINING WALL

MILITARY–WEST–LOL STA 124+76.32 TO 126+20.00
NO SCALE

NOTES

1. BROOM FINISH UNLESS OTHERWISE DIRECTED.
2. TOOL SCORE LINES EVERY 4 FT, LONGITUDINAL LINES TO SUIT CONDITIONS OR AS DIRECTED BY THE ENGINEER, 16 SF MAX
3. ALL #5 REBAR SHALL BE GRADE 40 OR BETTER.



4 TWO–WAY RRFB DETAIL

NO SCALE

NOTES

1. ONE–WAY RRFB'S SHALL BE AS SHOWN IN THE ABOVE DETAIL AS THE BACK.
2. SIGNS SHOWN AS W11–2 ON THE DETAIL MAY BE S1–1 SIGNS. SEE NOTES AT EACH LOCATION.
3. PED PUSHBUTTON SHALL BE ON THE SIDE OF THE POLE CLOSEST TO THE CURB RAMP.

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DATE: 5/1/2025

DETAILS

2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS
BENICIA, CALIFORNIA

SHEET NUMBER
03 OF 35

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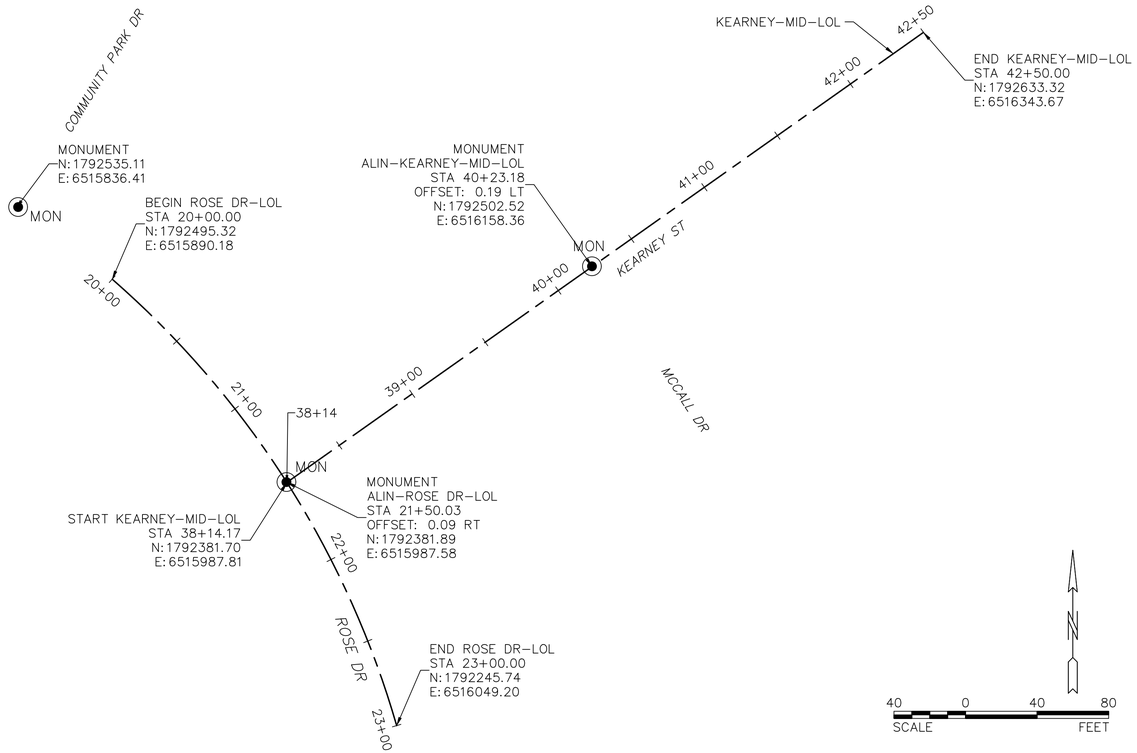
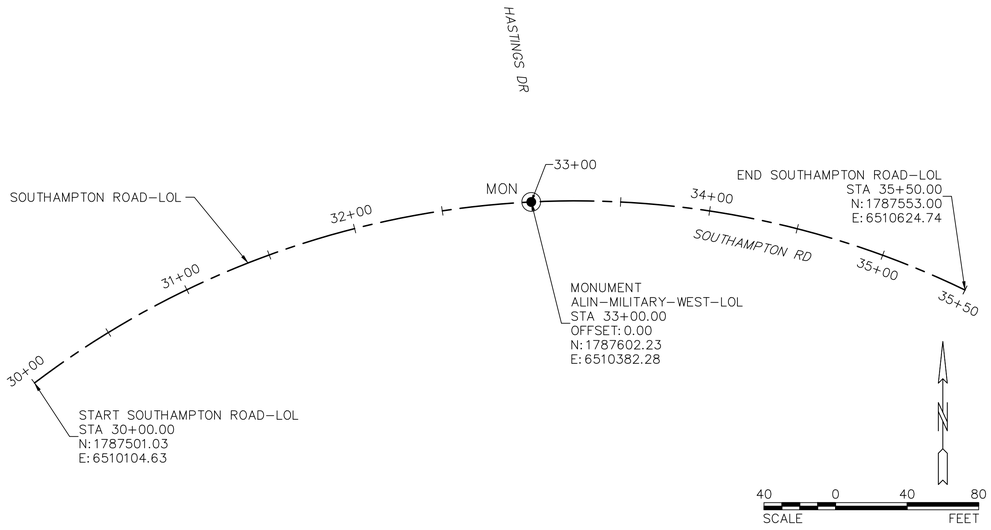
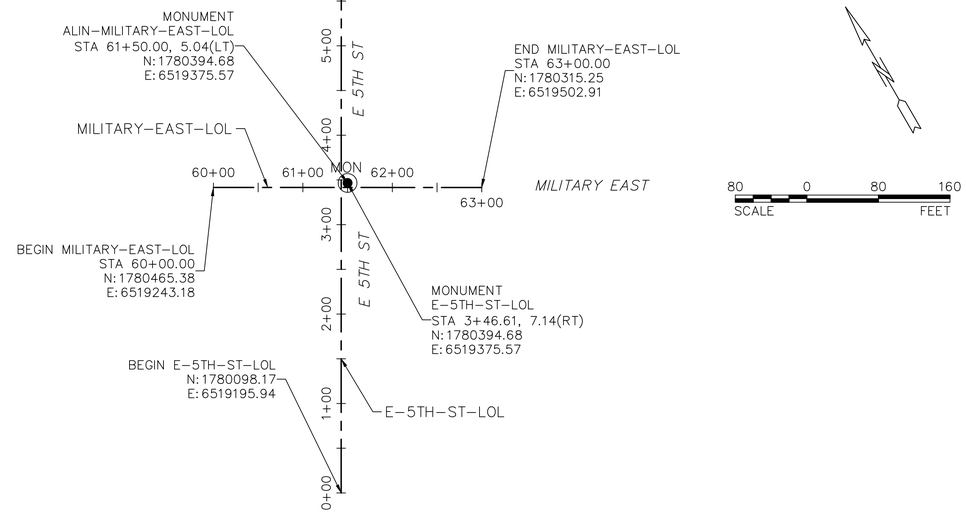


KEARNEY ST MID–BLOCK AND ROSE DR AT KEARNEY ST SITES



SOUTHAMPTON RD AT HASTINGS DR SITE



MILITARY EAST AT EAST 5TH ST SITE

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REGISTERED PROFESSIONAL ENGINEER
LYNNE B. FILSON
No. 45681
CIVIL
STATE OF CALIFORNIA

DATE: 5/1/2025

ALIGNMENT LAYOUTS (1 OF 2)

2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS

BENICIA, CALIFORNIA

SHEET NUMBER
04 OF 35

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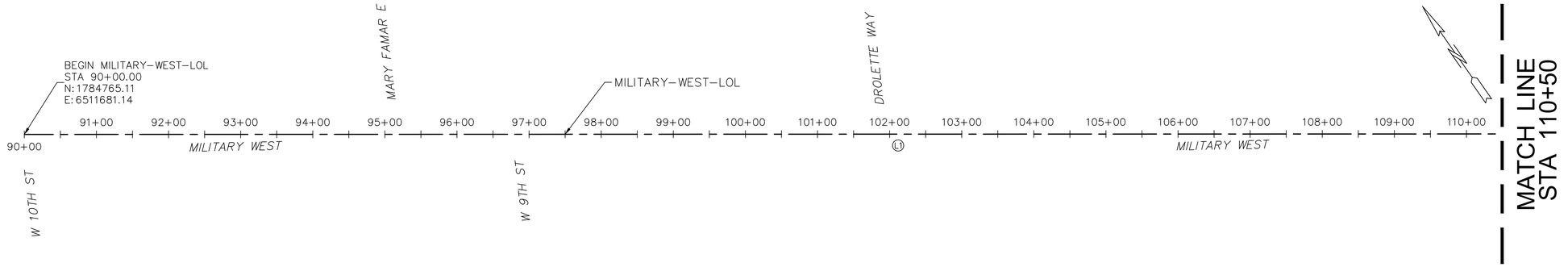
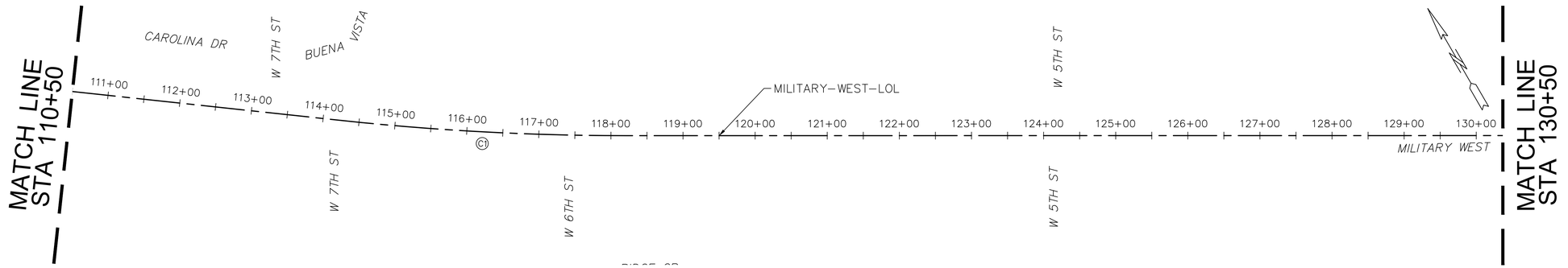
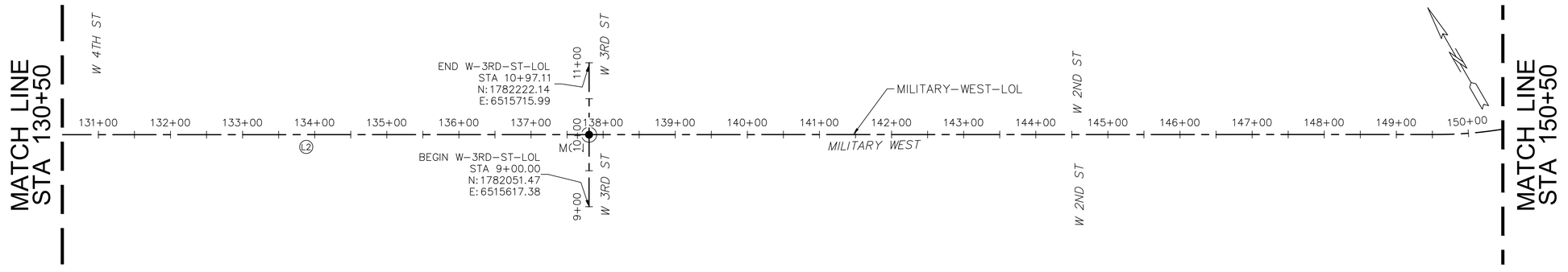


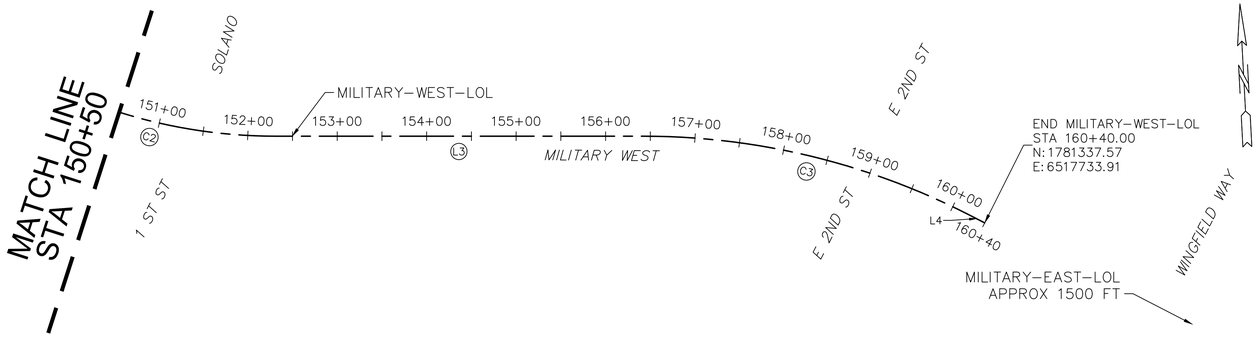
MILITARY WEST SITE (STA 90+00 TO 110+50)



MILITARY WEST SITE (STA 110+50 TO 130+50)



MILITARY WEST SITE (STA 130+50 TO 150+50)



MILITARY WEST SITE (STA 150+50 TO 160+40)

MILITARY–WEST–LOL			
SEGMENT	LENGTH	BEARING/DELTA	RADIUS
L1	2423.52'	S53°50'08"E	
C1	397.73'	6°09'32"	3700.00'
L2	3134.20'	S59°59'40"E	
C2	275.06'	27°10'19"	580.00'
L3	411.13'	S87°09'59"E	
C3	377.67'	27°02'55"	800.00'
L4	20.69'	S60°07'04"E	

80 0 80 160
SCALE FEET

NO.	REVISIONS	DATE	BY

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REGISTERED PROFESSIONAL ENGINEER ★ LYNNE B. FILSON ★ No. 45681 ★ CIVIL ★ STATE OF CALIFORNIA

DATE: 5/1/2025

ALIGNMENT LAYOUTS (2 OF 2)

2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS

BENICIA, CALIFORNIA

SHEET NUMBER
05 OF 35

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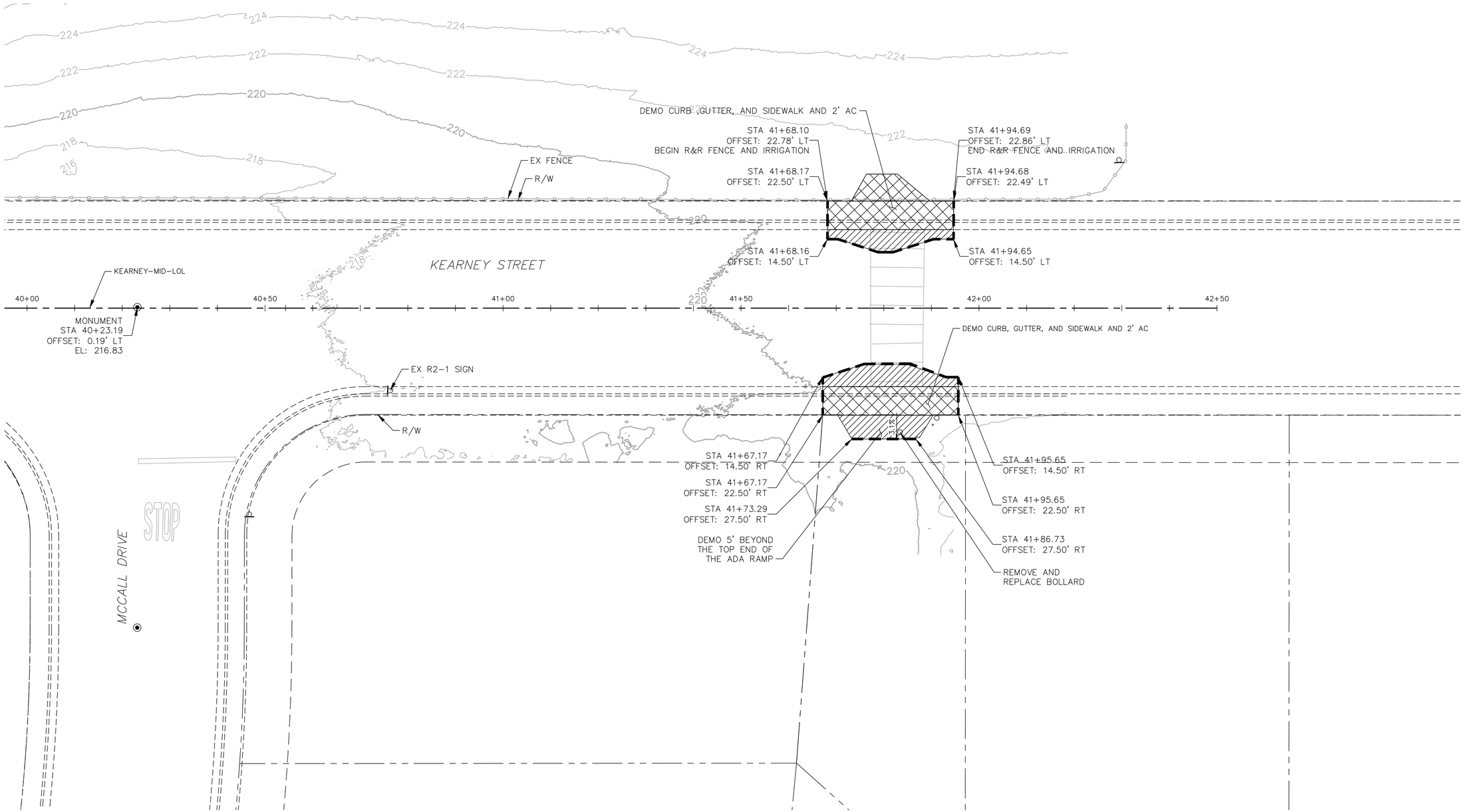
DEMOLITION PLAN



LEGEND

- ////////// PAVEMENT MARKING REMOVAL
- REMOVE AC
- REMOVE PCC
- REMOVE PAVERS
- PCC IMPROVEMENT
- HOT MIX ASPHALT (HMA)
- ADA WARNING SURFACE
- CLEAR AND GRUB
- STAMPED CONCRETE
- SAWCUT LINE

10 0 10 20
SCALE FEET

NO.	REVISIONS	DATE	BY

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REGISTERED PROFESSIONAL ENGINEER LYNNE B. FILSON No. 45681 CIVIL STATE OF CALIFORNIA

DATE: 5/1/2025

KEARNEY STREET MID-BLOCK
DEMOLITION PLAN

2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS

BENICIA, CALIFORNIA

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06 OF 35

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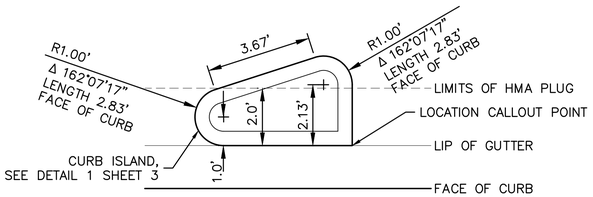
IMPROVEMENT PLAN



ISLAND DETAIL

EX FENCE
R/W

INSTALL CALTRANS CASE A RAMP
STA 41+76.36
OFFSET: 28.17' LT
EL: 221.40 BACK OF WALK
TC EL TO MATCH EX
STA 41+78.24
OFFSET: 23.00' LT
EL: 220.75 RAMP
BEGIN FLARE
STA 41+78.21
OFFSET: 18.00' LT
EL: 220.63 TC=FL
END FLARE
STA 41+73.17
OFFSET: 22.50' LT
EL: 220.89 RAMP
BEGIN RETANING CURB,
TC EL TO MATCH EX
STA 41+75.71
OFFSET: 18.00' LT
EL: 220.85 TC
BEGIN FLARE MATCH EX
STA 41+68.17
OFFSET: 22.50' LT
EL: 220.74 BACK OF WALK
MATCH EX
STA 41+68.17
OFFSET: 18.50' LT
EL: 220.75 TC
BEGIN CG&S MATCH EX
STA 41+78.21
OFFSET: 16.50' LT

R&R IRRIGATION AS REQUIRED
RRFB (SEE SHEET 7 AND
DETAIL 4 SHEET 3)
STA 41+82.89
OFFSET: 28.17' LT
EL: 221.40 BACK OF WALK
TC EL TO MATCH EX
STA 41+82.58
OFFSET: 23.00' LT
EL: 220.75 RAMP
END FLARE
STA 41+82.55
OFFSET: 17.50' LT
EL: 220.55 TC=FL
BEGIN FLARE
STA 41+89.69
OFFSET: 22.50' LT
EL: 221.36 BACK OF WALK
END RETAINING CURB,
TC EL TO MATCH EX
STA 41+87.97
OFFSET: 18.00' LT
EL: 221.09 TC
END FLARE
STA 41+94.69
OFFSET: 22.50' LT
EL: 221.45 BACK OF WALK
MATCH EX
STA 41+94.67
OFFSET: 18.50' LT
EL: 221.36
END CG&S MATCH EX
STA 41+82.54
OFFSET: 16.50' LT

KEARNEY STREET

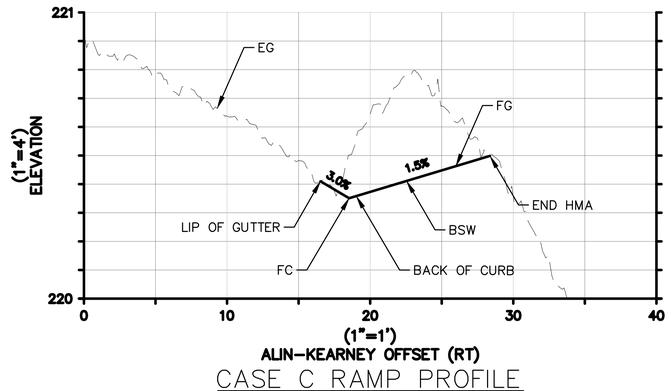
KEARNEY–MID–LOL
40+00
40+50
41+00
41+50
42+00
42+50
MONUMENT
STA 40+23.19
OFFSET: 0.19' LT
EL: 216.83

STA 41+75.24
OFFSET: 16.50' RT
STA 41+67.17
OFFSET: 18.00' RT, EL: 220.59 TC
BEGIN CG&S MATCH EX
STA 41+70.33
OFFSET: 18.00' RT, EL: 220.69 TC
BEGIN FLARE
STA 41+70.31
OFFSET: 22.50' RT
EL: 220.29 BACK OF WALK
BEGIN FLARE
STA 41+75.23
OFFSET: 18.00' RT
EL: 220.22 TC=FL
END FLARE
STA 41+75.21
OFFSET: 22.50' RT
EL: 220.31
END FLARE
STA 41+73.29
OFFSET: 27.50' RT
EL: 220.42 MATCH EX
STALL MODIFIED CALTRANS CASE C
AMP WITH PARTIAL RETAINING CURB
AND RAMP WIDTH=10'
RRFB (SEE SHEET 7 AND
DETAIL 4 SHEET 3)

STA 41+85.25
OFFSET: 16.50' RT
STA 41+95.68
OFFSET: 16.50' RT
EL: 220.90
END C&G MACTCH EX
STA 41+95.66
OFFSET: 22.00' RT
EL: 221.34 BACK OF WALK
END FLARE MATCH EX
STA 41+89.82
OFFSET: 22.42' RT
END AC BERM BEGIN RETAINING CURB
STA 41+85.23
OFFSET: 18.00' RT
EL: 220.41 TC=FL
BEGIN FLARE
AC BERM, CALTRANS 2022 STD A87B
STA 41+85.21
OFFSET: 22.50' RT
EL: 220.48 BACK OF WALK
BEGIN FLARE
STA 41+87.03
OFFSET: 27.00' RT
EL: 220.86 MATCH EX
BEGIN AC BERM
REPLACE BOLLARD

R/W

MCCALL DRIVE



CASE C RAMP PROFILE

LEGEND

- PAVEMENT MARKING REMOVAL
- REMOVE AC
- REMOVE PCC
- REMOVE PAVERS
- PCC IMPROVEMENT
- HOT MIX ASPHALT (HMA)
- ADA WARNING SURFACE
- CLEAR AND GRUB
- STAMPED CONCRETE
- SAWCUT LINE

10 0 10 20
SCALE FEET

NO.	REVISIONS	DATE	BY

HALEY & ALDRICH, INC.
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REGISTERED PROFESSIONAL ENGINEER
LYNNE B. FILSON
No. 45681
CIVIL
STATE OF CALIFORNIA

DATE: 5/1/2025

KEARNEY STREET MID-BLOCK
IMPROVEMENT PLAN

2025 CITYWIDE PAVEMENT
REHABILITATION
AND BICYCLE/PEDESTRIAN
IMPROVEMENTS

BENICIA, CALIFORNIA

SHEET NUMBER
07 OF 35

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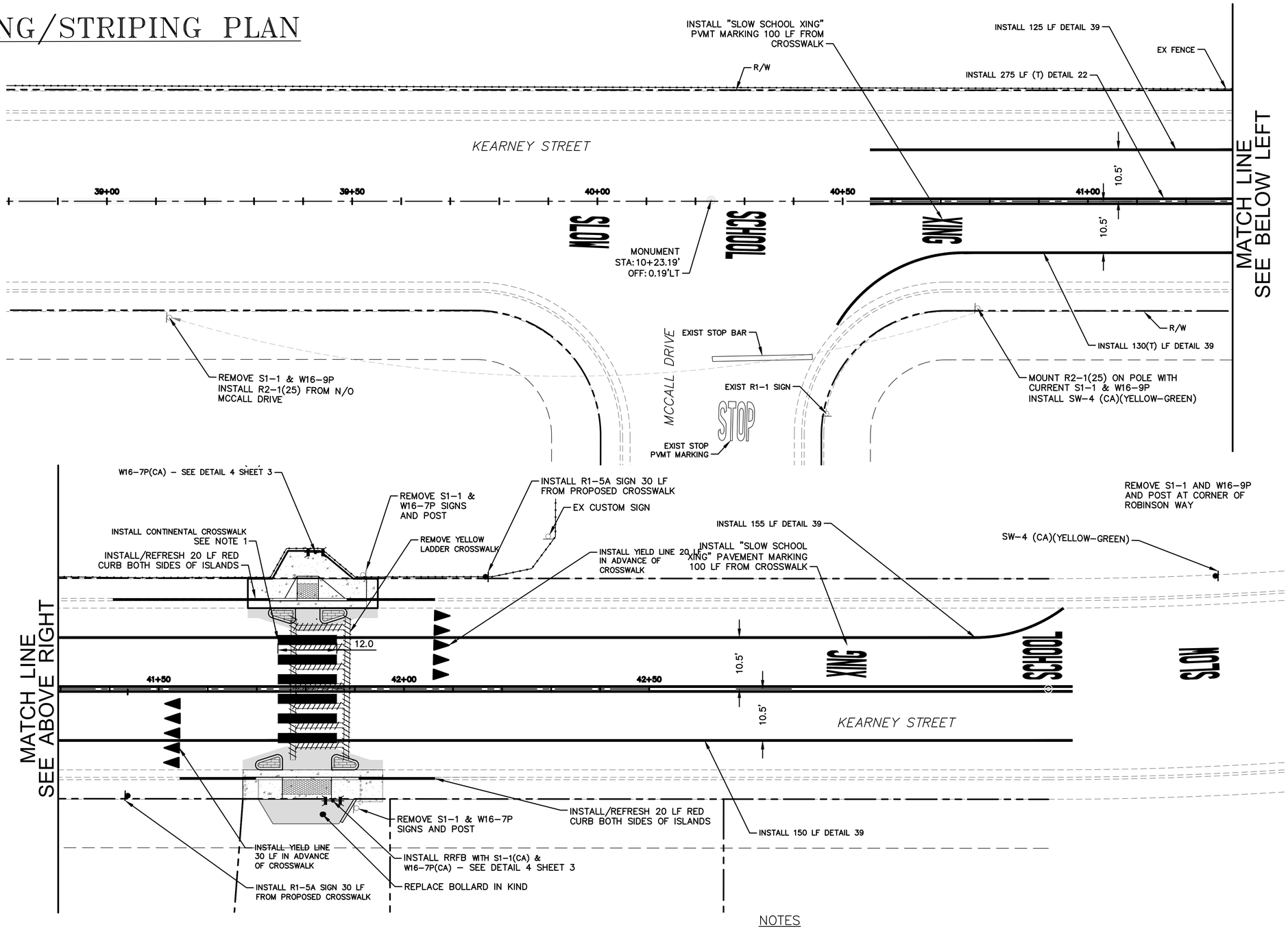
SIGNING/STRIPING PLAN



LEGEND

- PAVEMENT MARKING REMOVAL
- REMOVE AC
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- SAWCUT LINE

NOTES

1. CONTINENTAL CROSSWALK SHALL BE 12' WIDE AND CONSIST OF 2' YELLOW THERMOPLASTIC STRIPES 4' O.C. PER CALTRANS STANDARD PLAN A24F
2. DETAIL 22 TO BE CENTERED BETWEEN CURBS.

10 0 10 20
SCALE FEET

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DATE: 5/1/2025

KEARNEY STREET MID-BLOCK
SIGNING AND STRIPING PLAN

2025 CITYWIDE PAVEMENT
REHABILITATION
AND BICYCLE/PEDESTRIAN
IMPROVEMENTS

BENICIA, CALIFORNIA

SHEET NUMBER
08 OF 35

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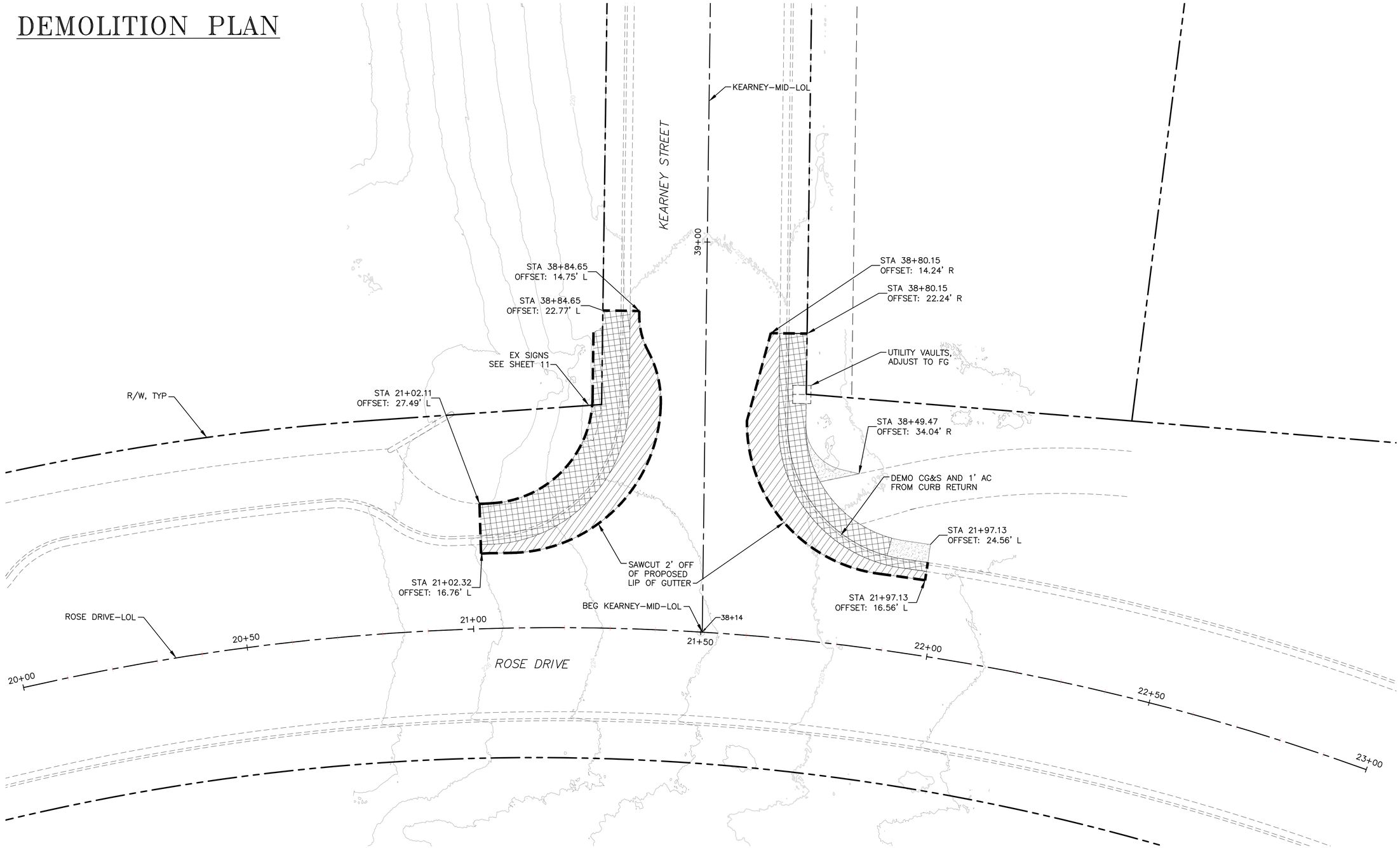
DEMOLITION PLAN



LEGEND

- PAVEMENT MARKING REMOVAL
- REMOVE AC
- REMOVE PCC
- REMOVE PAVERS
- PCC IMPROVEMENT
- HOT MIX ASPHALT (HMA)
- ADA WARNING SURFACE
- CLEAR AND GRUB
- STAMPED CONCRETE
- SAWCUT LINE

NOTES

1. SEE SHEET 10 FOR LOCATION OF PROPOSED LIP OF GUTTER.

SCALE 10 0 10 20 FEET

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DATE: 5/1/2025

KEARNEY STREET
AND ROSE DRIVE
DEMOLITION PLAN

2025 CITYWIDE PAVEMENT
REHABILITATION
AND BICYCLE/PEDESTRIAN
IMPROVEMENTS

BENICIA, CALIFORNIA

SHEET NUMBER
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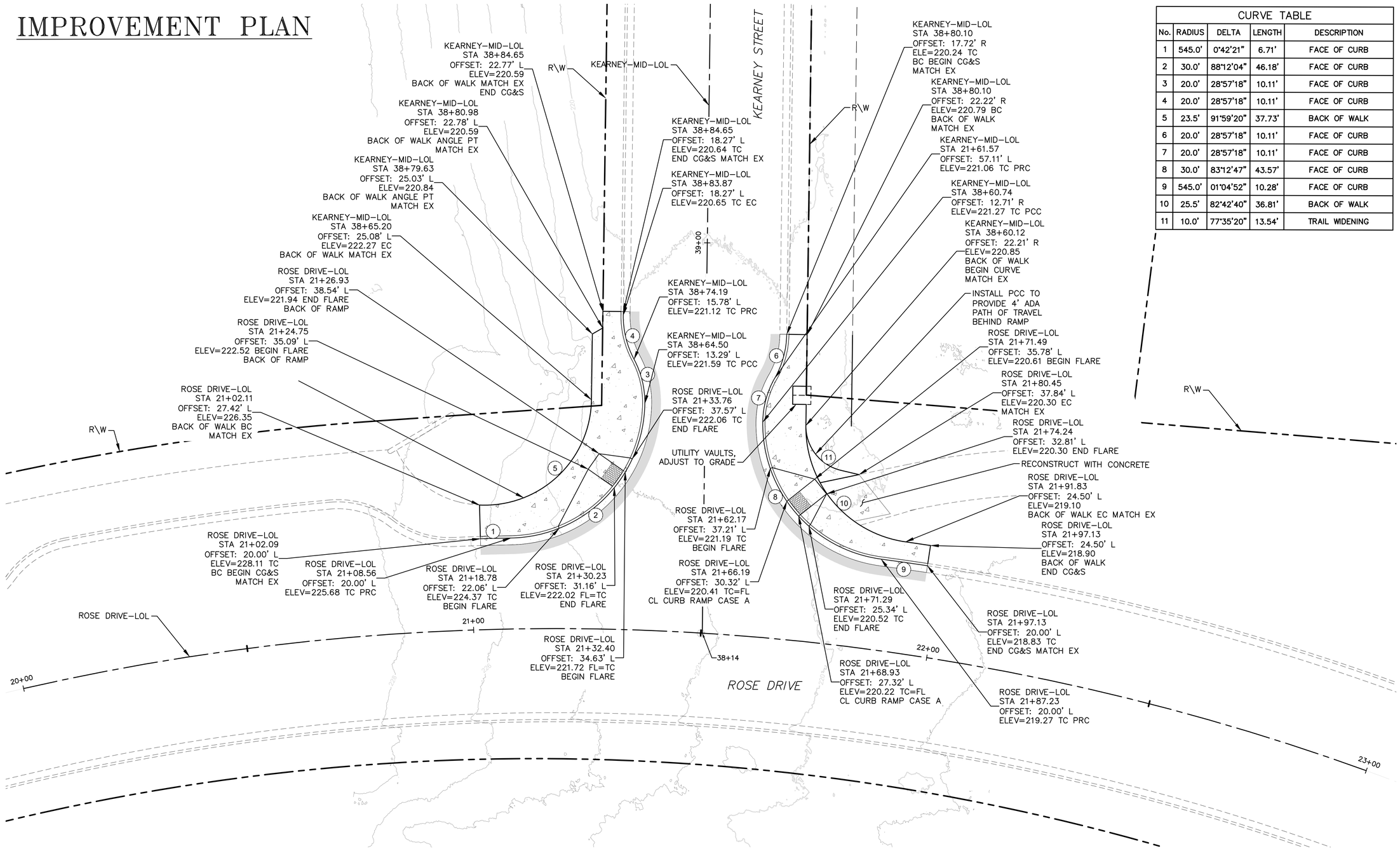
IMPROVEMENT PLAN



CURVE TABLE				
No.	RADIUS	DELTA	LENGTH	DESCRIPTION
1	545.0'	0°42'21"	6.71'	FACE OF CURB
2	30.0'	88°12'04"	46.18'	FACE OF CURB
3	20.0'	28°57'18"	10.11'	FACE OF CURB
4	20.0'	28°57'18"	10.11'	FACE OF CURB
5	23.5'	91°59'20"	37.73'	BACK OF WALK
6	20.0'	28°57'18"	10.11'	FACE OF CURB
7	20.0'	28°57'18"	10.11'	FACE OF CURB
8	30.0'	83°12'47"	43.57'	FACE OF CURB
9	545.0'	01°04'52"	10.28'	FACE OF CURB
10	25.5'	82°42'40"	36.81'	BACK OF WALK
11	10.0'	77°35'20"	13.54'	TRAIL WIDENING

LEGEND

- ////////// PAVEMENT MARKING REMOVAL
- REMOVE AC
- REMOVE PCC
- REMOVE PAVERS
- PCC IMPROVEMENT
- HOT MIX ASPHALT (HMA)
- ADA WARNING SURFACE
- CLEAR AND GRUB
- STAMPED CONCRETE
- SAWCUT LINE

SCALE 10 0 10 20 FEET

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LYNNE B. FILSON No. 45681 REGISTERED PROFESSIONAL ENGINEER CIVIL STATE OF CALIFORNIA

DATE: 5/1/2025

KEARNEY STREET AND ROSE DRIVE IMPROVEMENT PLAN

2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS

BENICIA, CALIFORNIA

SHEET NUMBER
10 OF 35

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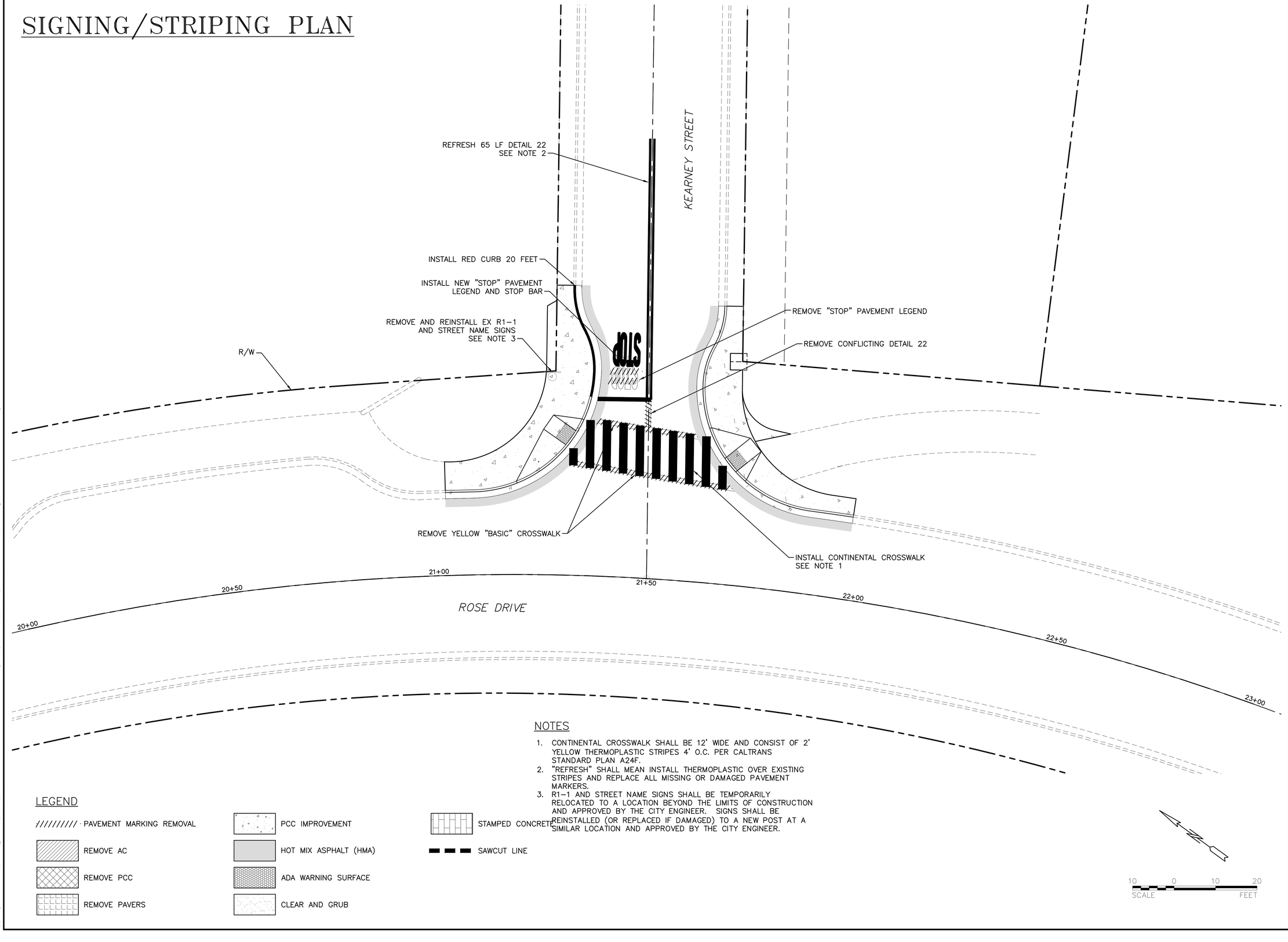
SIGNING/STRIPING PLAN



NOTES

1. CONTINENTAL CROSSWALK SHALL BE 12' WIDE AND CONSIST OF 2' YELLOW THERMOPLASTIC STRIPES 4' O.C. PER CALTRANS STANDARD PLAN A24F.
2. "REFRESH" SHALL MEAN INSTALL THERMOPLASTIC OVER EXISTING STRIPES AND REPLACE ALL MISSING OR DAMAGED PAVEMENT MARKERS.
3. R1-1 AND STREET NAME SIGNS SHALL BE TEMPORARILY RELOCATED TO A LOCATION BEYOND THE LIMITS OF CONSTRUCTION AND APPROVED BY THE CITY ENGINEER. SIGNS SHALL BE REINSTALLED (OR REPLACED IF DAMAGED) TO A NEW POST AT A SIMILAR LOCATION AND APPROVED BY THE CITY ENGINEER.

LEGEND

- ////////// PAVEMENT MARKING REMOVAL
- REMOVE AC
- REMOVE PCC
- REMOVE PAVERS
- PCC IMPROVEMENT
- HOT MIX ASPHALT (HMA)
- ADA WARNING SURFACE
- CLEAR AND GRUB
- STAMPED CONCRETE
- SAWCUT LINE

10 0 10 20
SCALE FEET

NO.	REVISIONS	DATE	BY

HALEY & ALDRICH, INC.
785 Ygnacio Valley Road
Walnut Creek, CA 94596
Tel: 925.935.9771
www.haleyaldrich.com

REGISTERED PROFESSIONAL ENGINEER ★ LYNNE B. FILSON ★ STATE OF CALIFORNIA CIVIL No. 45681

DATE: 5/1/2025

KEARNEY STREET AND ROSE DRIVE SIGNING-STRIPING PLAN

2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS

BENICIA, CALIFORNIA

SHEET NUMBER
11 OF 35

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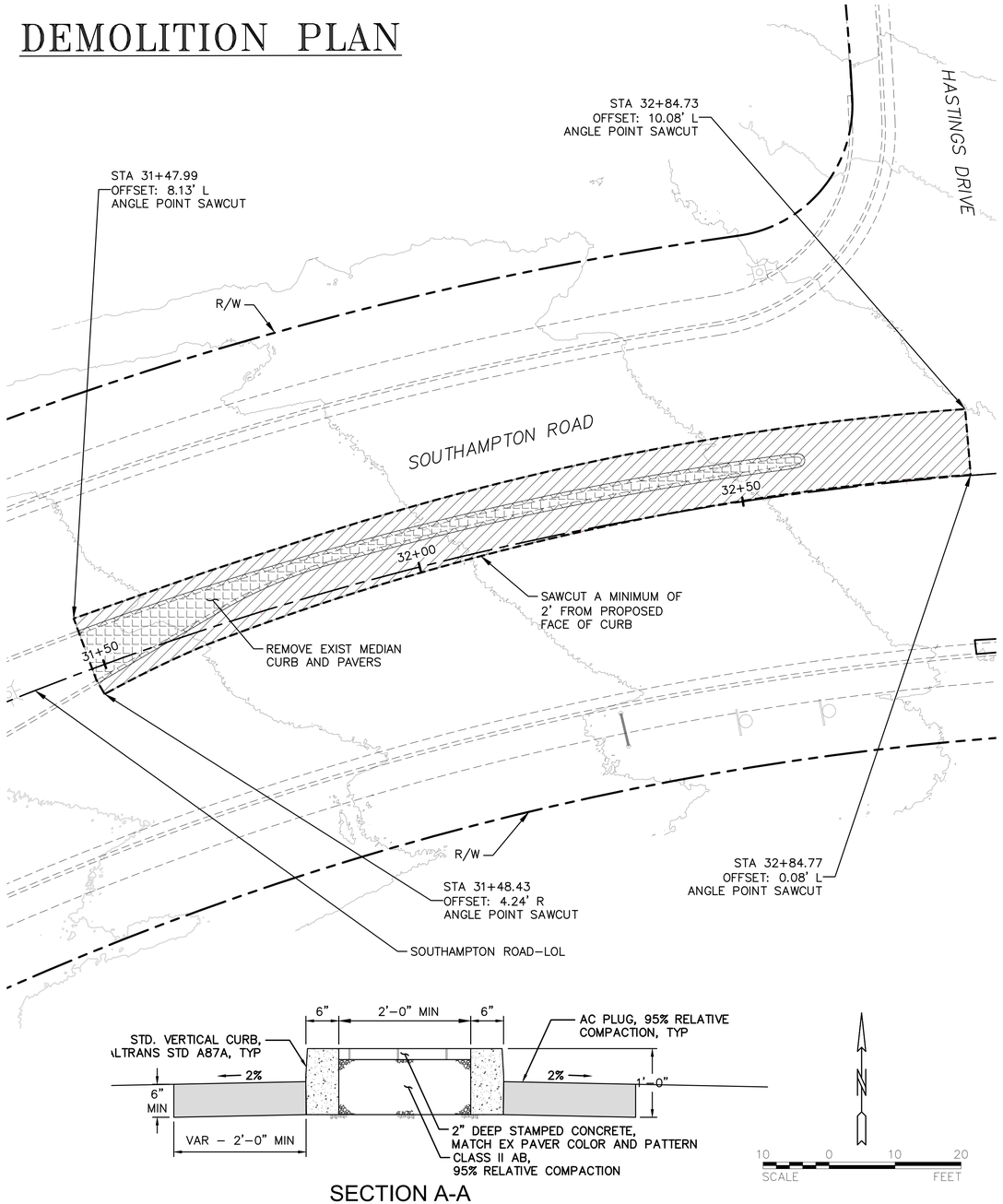
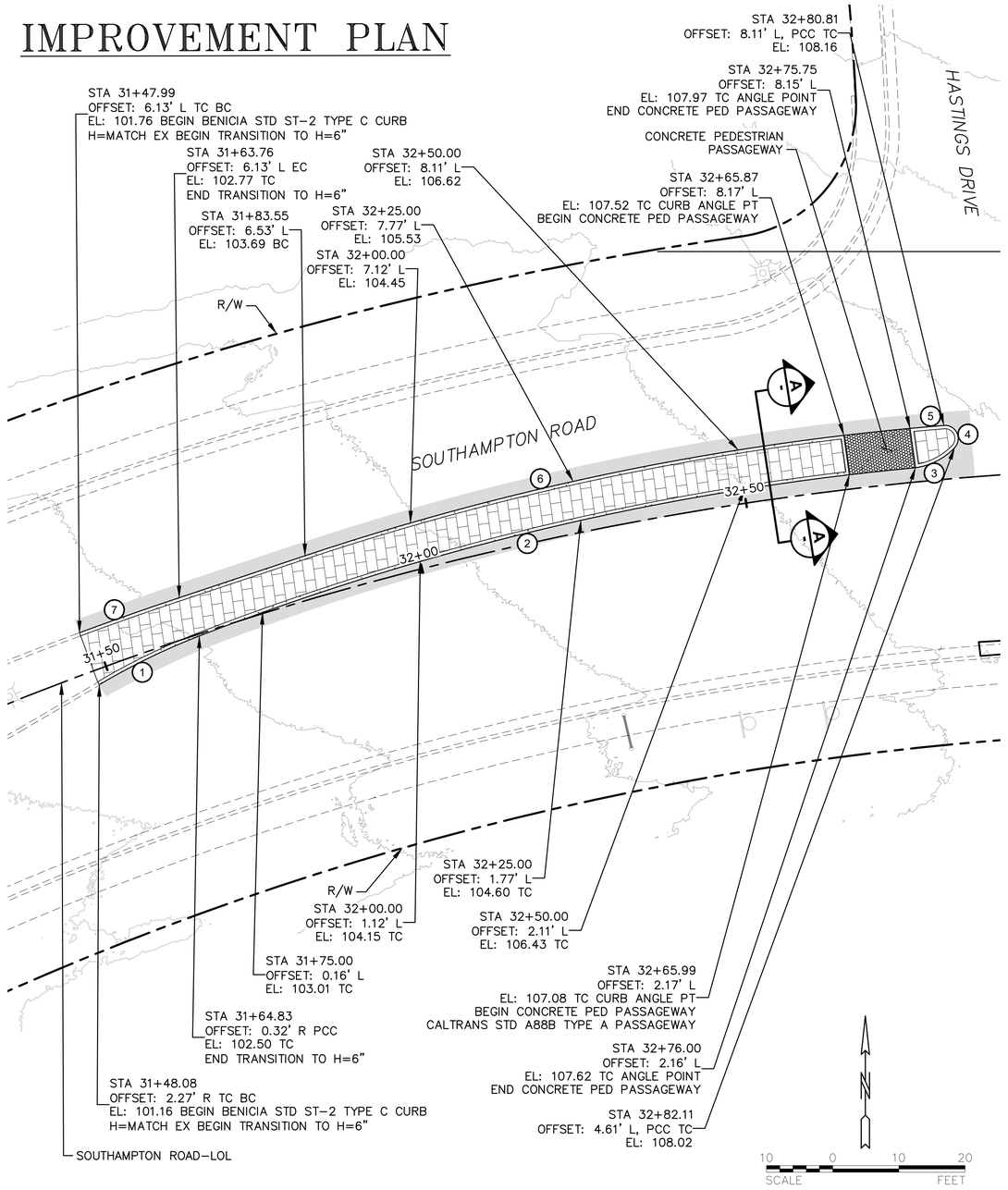
DEMOLITION PLAN



SECTION A-A

NTS

IMPROVEMENT PLAN



LEGEND

- PAVEMENT MARKING REMOVAL
- REMOVE AC
- REMOVE PCC
- REMOVE PAVERS
- PCC IMPROVEMENT
- HOT MIX ASPHALT (HMA)
- ADA WARNING SURFACE
- CLEAR AND GRUB
- STAMPED CONCRETE
- SAWCUT LINE

CURVE TABLE

No.	RADIUS	DELTA	LENGTH	DESCRIPTION
1	100.0'	9°38'54"	16.84'	FACE OF CURB
2	403.0'	14°25'35"	101.47'	FACE OF CURB
3	10.0'	38°41'08"	6.75'	FACE OF CURB
4	2.0'	138°13'09"	4.82'	FACE OF CURB
5	409.0'	0°43'14"	5.14'	BACK OF WALK
6	409.0'	11°42'41"	83.60'	FACE OF CURB
7	506.25'	1°48'25"	15.97'	FACE OF CURB

NO.	REVISIONS	DATE	BY

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REGISTERED PROFESSIONAL ENGINEER ★ LYNNE B. FILSON ★ No. 45681 ★ STATE OF CALIFORNIA ★ CIVIL

DATE: 5/1/2025

HASTINGS DRIVE AND
SOUTHAMPTON ROAD DEMO AND
IMPR

2025 CITYWIDE PAVEMENT
REHABILITATION
AND BICYCLE/PEDESTRIAN
IMPROVEMENTS

BENICIA, CALIFORNIA

SHEET NUMBER
12 OF 35

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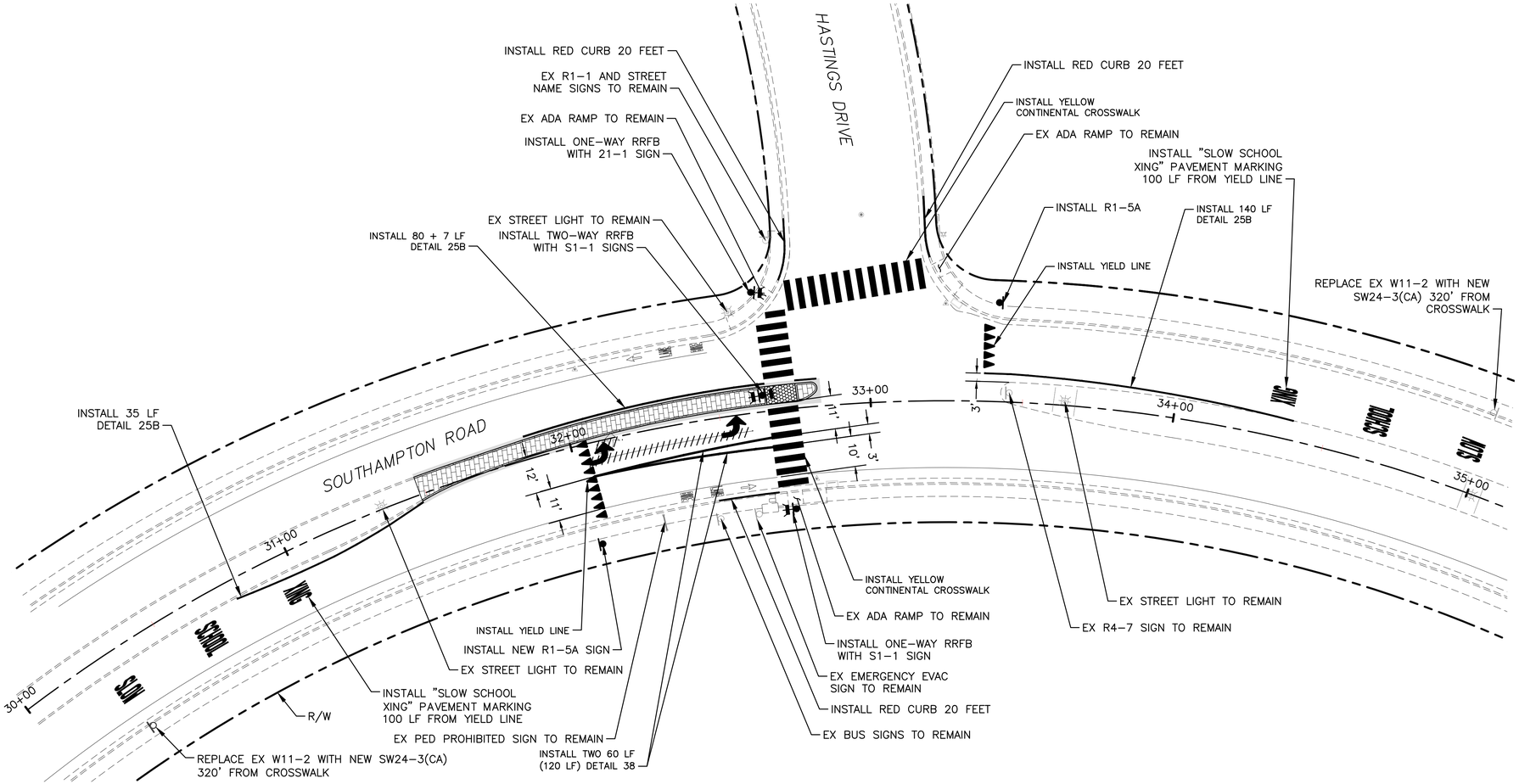
SIGNING/STRIPING PLAN



LEGEND

- ////////// PAVEMENT MARKING REMOVAL
- REMOVE AC
- REMOVE PCC
- REMOVE PAVERS
- PCC IMPROVEMENT
- HOT MIX ASPHALT (HMA)
- ADA WARNING SURFACE
- CLEAR AND GRUB
- STAMPED CONCRETE
- SAWCUT LINE

NOTES:

1. WIDTH OF CROSSWALK STRIPING SHALL BE 2'. GAPS BETWEEN STRIPES TO BE 2' 6".

20 0 20 40
SCALE FEET

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DATE: 5/1/2025

HASTINGS DRIVE AND SOUTHAMPTON ROAD SIGNING-STRIPING PLAN

2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS

BENICIA, CALIFORNIA

SHEET NUMBER
13 OF 35

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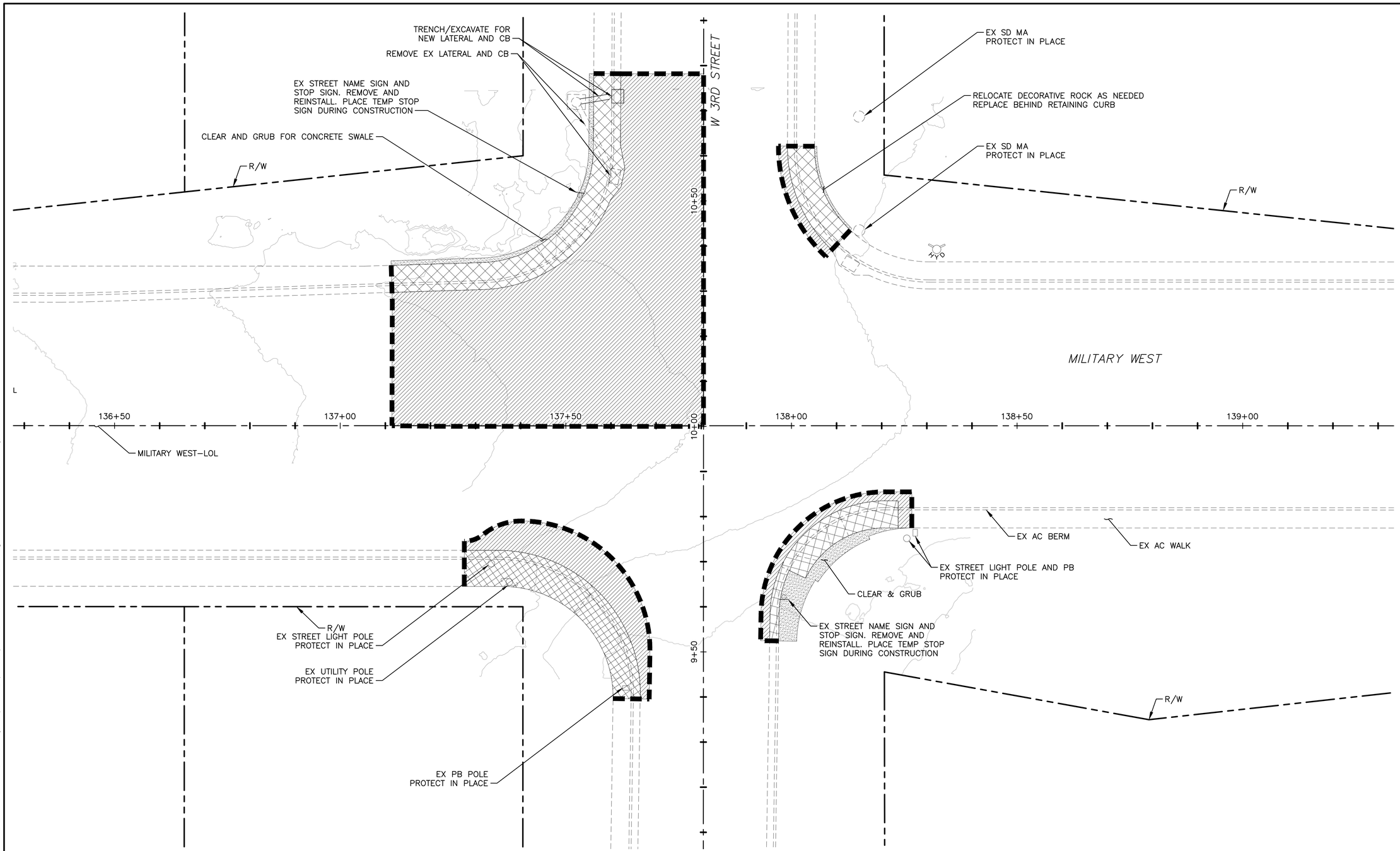

LEGEND

- //////// PAVEMENT MARKING REMOVAL
- REMOVE AC
- REMOVE PCC
- REMOVE PAVERS
- PCC IMPROVEMENT
- HOT MIX ASPHALT (HMA)
- ADA WARNING SURFACE
- CLEAR AND GRUB
- STAMPED CONCRETE
- SAWCUT LINE

LEGEND

1. SEE IMPROVEMENT PLAN FOR LIMITS OF REMOVALS
2. SAWCUT A MINIMUM OF 2' BEYOND EXISTING OR PROPOSED LIP OF GUTTER WHICHEVER IS GREATER

10 0 10 20
SCALE FEET

NO.	REVISIONS	DATE	BY

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REGISTERED PROFESSIONAL ENGINEER ★ LYNNE B. FILSON ★ No. 45681 ★ STATE OF CALIFORNIA ★ CIVIL

DATE: 5/1/2025

MILITARY WEST AND WEST 3RD ST DEMOLITION PLAN

2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS

BENICIA, CALIFORNIA

SHEET NUMBER
14 OF 35

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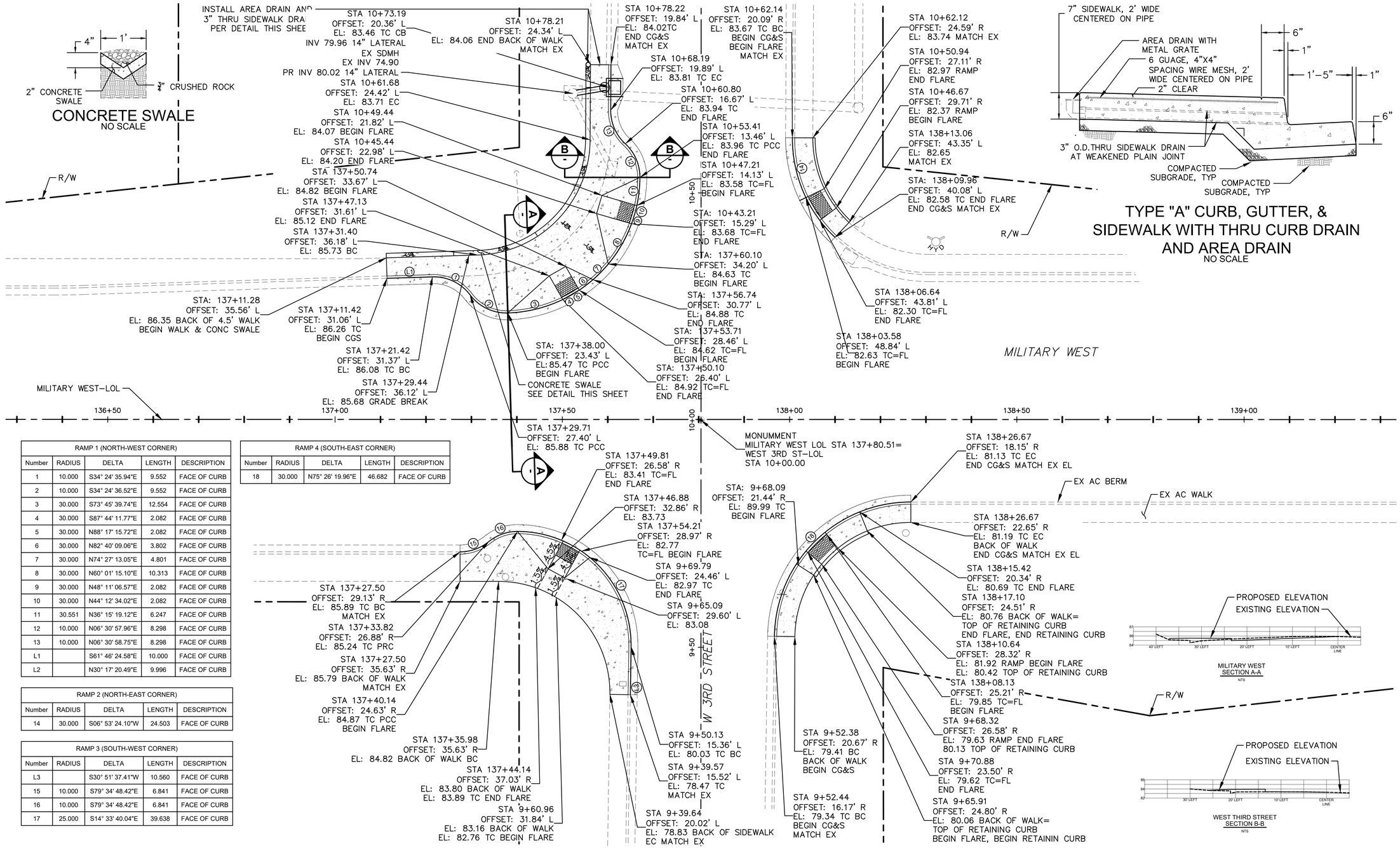
CONCRETE SWALE
NO SCALE



RAMP 1 (NORTH-WEST CORNER)				
Number	RADIUS	DELTA	LENGTH	DESCRIPTION
1	10.000	S34° 24' 35.94"E	9.552	FACE OF CURB
2	10.000	S34° 24' 36.52"E	9.552	FACE OF CURB
3	30.000	S73° 45' 39.74"E	12.554	FACE OF CURB
4	30.000	S87° 44' 11.77"E	2.082	FACE OF CURB
5	30.000	N88° 17' 15.72"E	2.082	FACE OF CURB
6	30.000	N82° 40' 09.06"E	3.802	FACE OF CURB
7	30.000	N74° 27' 13.05"E	4.801	FACE OF CURB
8	30.000	N60° 01' 15.10"E	10.313	FACE OF CURB
9	30.000	N48° 11' 06.57"E	2.082	FACE OF CURB
10	30.000	N44° 12' 34.02"E	2.082	FACE OF CURB
11	30.551	N36° 15' 19.12"E	6.247	FACE OF CURB
12	10.000	N06° 30' 57.96"E	8.298	FACE OF CURB
13	10.000	N06° 30' 58.75"E	8.298	FACE OF CURB
L1		S61° 46' 24.58"E	10.000	FACE OF CURB
L2		N30° 17' 20.49"E	9.996	FACE OF CURB

RAMP 2 (NORTH-EAST CORNER)				
Number	RADIUS	DELTA	LENGTH	DESCRIPTION
14	30.000	S06° 53' 24.10"W	24.503	FACE OF CURB

RAMP 3 (SOUTH-WEST CORNER)				
Number	RADIUS	DELTA	LENGTH	DESCRIPTION
L3		S30° 51' 37.41"W	10.560	FACE OF CURB
15	10.000	S79° 34' 48.42"E	6.841	FACE OF CURB
16	10.000	S79° 34' 48.42"E	6.841	FACE OF CURB
17	25.000	S14° 33' 40.04"E	39.638	FACE OF CURB

RAMP 4 (SOUTH-EAST CORNER)				
Number	RADIUS	DELTA	LENGTH	DESCRIPTION
18	30.000	N75° 26' 19.96"E	46.682	FACE OF CURB

TYPE "A" CURB, GUTTER, & SIDEWALK WITH THRU CURB DRAIN AND AREA DRAIN
NO SCALE

MILITARY WEST
SECTION A-A
NTS

WEST THIRD STREET
SECTION B-B
NTS

LEGEND

- ////////// PAVEMENT MARKING REMOVAL
- REMOVE AC
- REMOVE PCC
- REMOVE PAVERS
- PCC IMPROVEMENT
- HOT MIX ASPHALT (HMA)
- ADA WARNING SURFACE
- CLEAR AND GRUB
- STAMPED CONCRETE
- SAWCUT LINE

NOTES

1. CURB RAMPS SHALL BE CALTRANS CASE A OR CASE C.AS SHOWN. SEE STD PLAN A88A.
2. STRIPING SHOWN ON SHEET 32

10 0 10 20
SCALE FEET

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www.haleyaldrich.com

REGISTERED PROFESSIONAL ENGINEER ★ LYNNE B. FILSON ★ No. 45681 ★ CIVIL ★ STATE OF CALIFORNIA

DATE: 5/1/2025

MILITARY WEST AND WEST 3RD ST IMPROVEMENT PLAN

2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS

BENICIA, CALIFORNIA

SHEET NUMBER
15 OF 35

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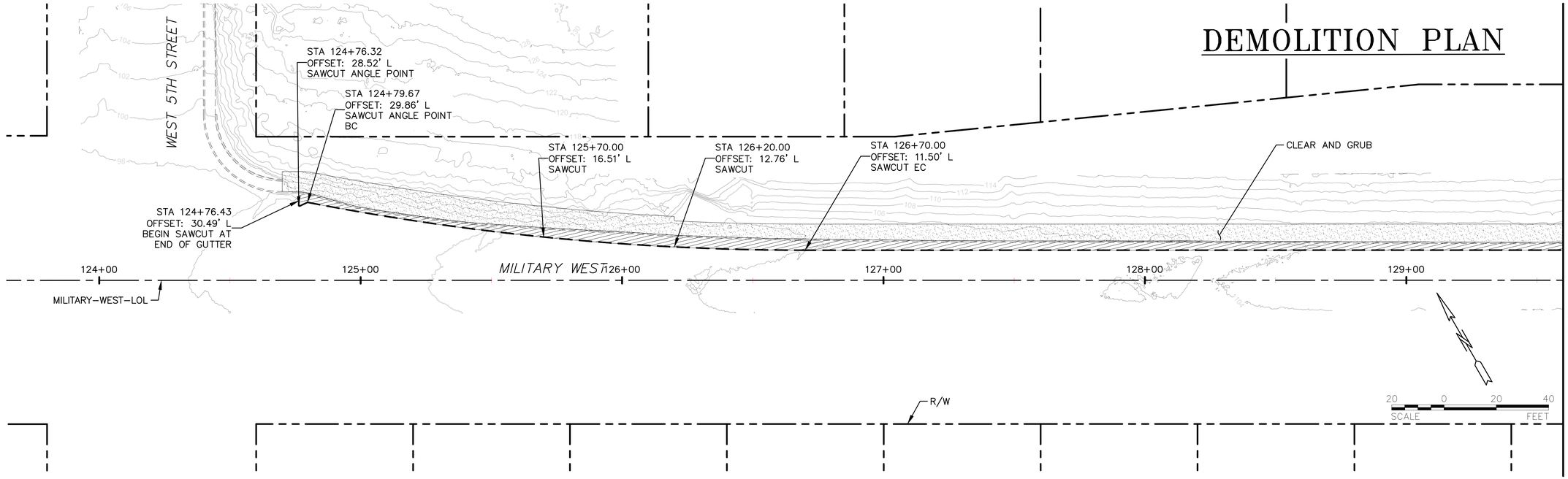
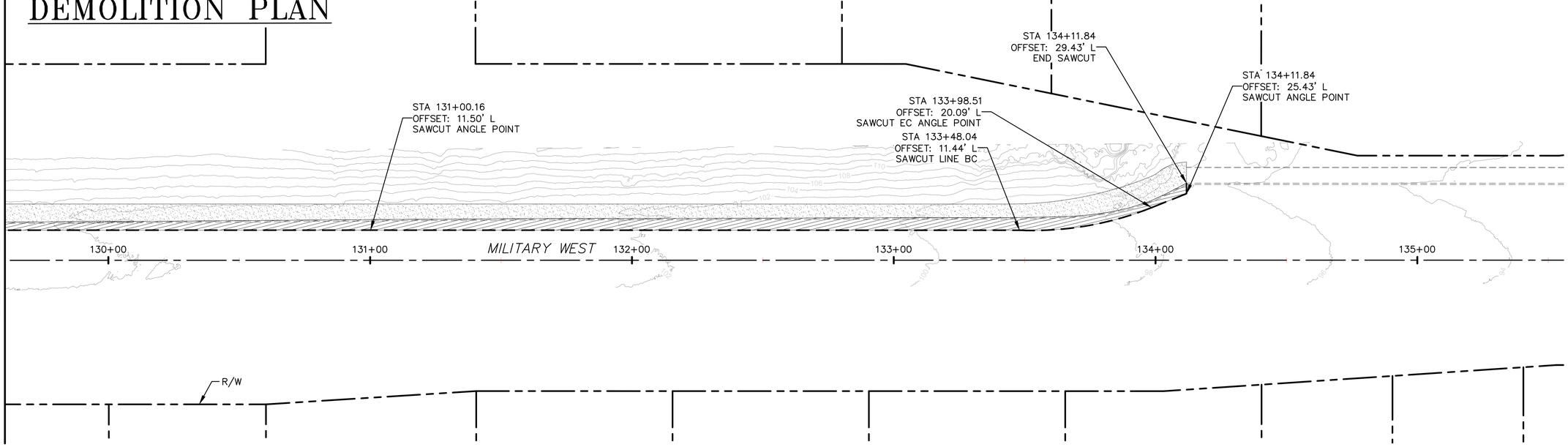
DEMOLITION PLAN



DEMOLITION PLAN



LEGEND

- ////////// PAVEMENT MARKING REMOVAL
- REMOVE AC
- REMOVE PCC
- REMOVE PAVERS
- PCC IMPROVEMENT
- HOT MIX ASPHALT (HMA)
- ADA WARNING SURFACE
- CLEAR AND GRUB
- STAMPED CONCRETE
- SAWCUT LINE

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DATE: 5/1/2025

MILITARY WEST - WEST 5TH ST
TO WEST 3RD ST DEMOLITION
PLAN

2025 CITYWIDE PAVEMENT
REHABILITATION
AND BICYCLE/PEDESTRIAN
IMPROVEMENTS

BENICIA, CALIFORNIA

SHEET NUMBER
16 OF 35

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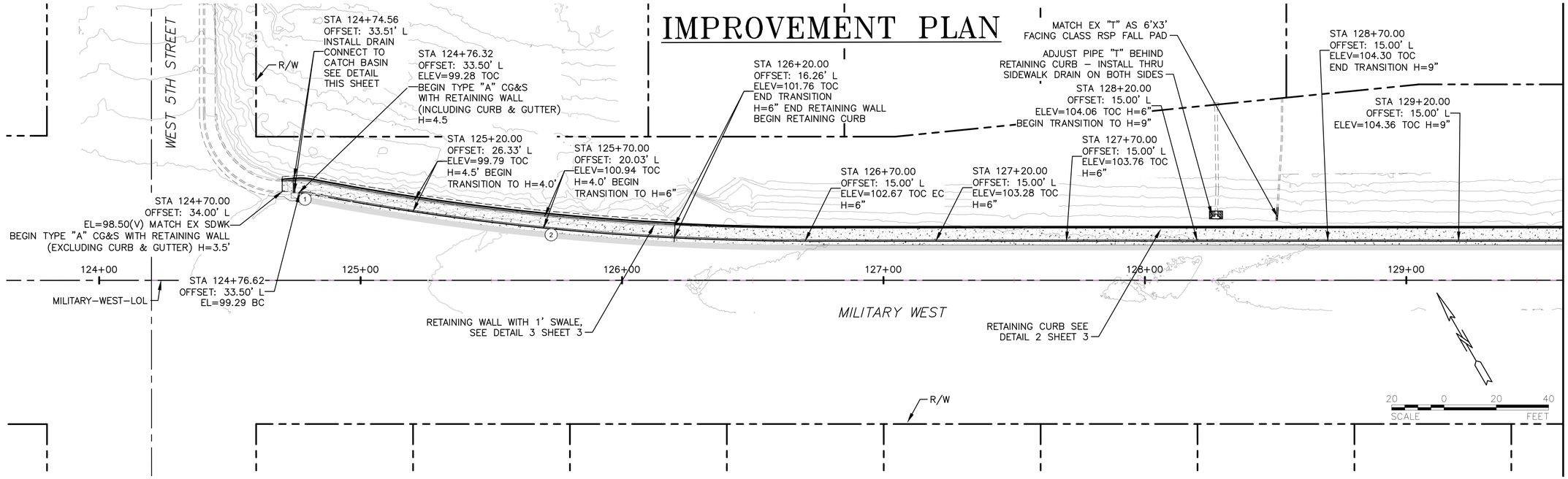
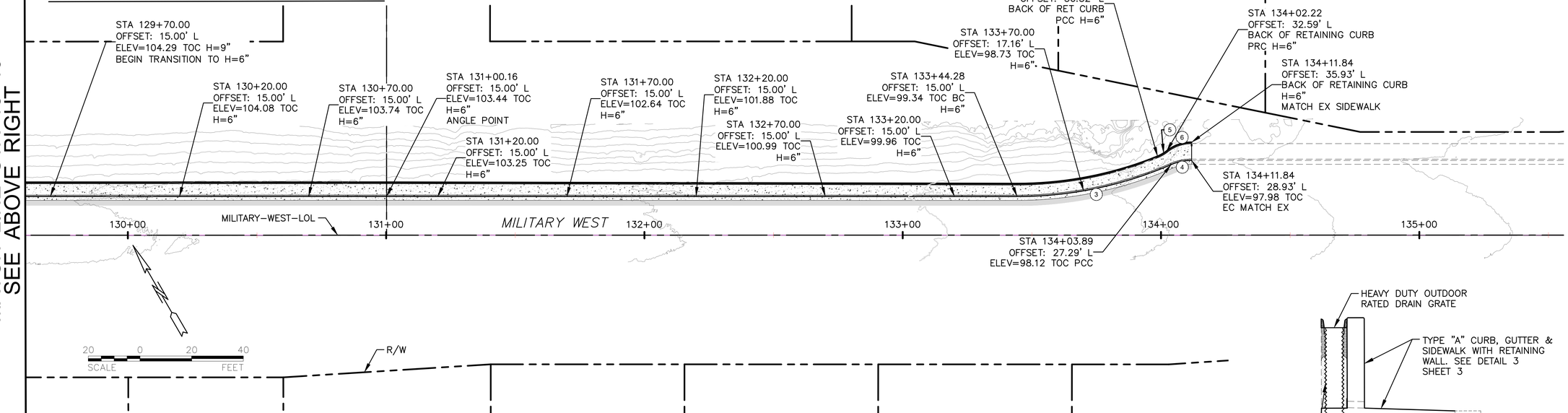
IMPROVEMENT PLAN



IMPROVEMENT PLAN

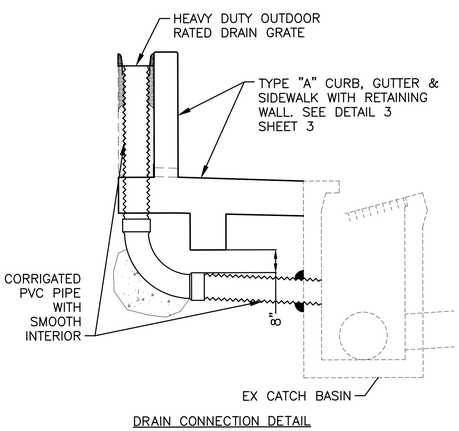


LEGEND

- ////////// PAVEMENT MARKING REMOVAL
- REMOVE AC
- REMOVE PCC
- REMOVE PAVERS
- PCC IMPROVEMENT
- HOT MIX ASPHALT (HMA)
- ADA WARNING SURFACE
- CLEAR AND GRUB
- STAMPED CONCRETE
- SAWCUT LINE

CURVE TABLE

No.	RADIUS	DELTA	LENGTH	DESCRIPTION
1	20.0'	49°03'56"	3.81'	FACE OF CURB
2	1000.0'	10°55'51"	190.78'	FACE OF CURB
3	150.0'	23°24'56"	61.30'	FACE OF CURB
4	20.0'	23°25'01"	8.17'	FACE OF CURB
5	14.5'	16°19'56"	4.13'	BACK OF RETAINING CURB
6	15.5'	38°21'28"	10.38'	BACK OF RETAINING CURB



DRAIN CONNECTION DETAIL

NO.	REVISIONS	DATE	BY

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785 Ygnacio Valley Road
Walnut Creek, CA 94596
Tel: 925.935.9771
www.haleyaldrich.com

REGISTERED PROFESSIONAL ENGINEER ★ LYNNE B. FILSON ★ No. 45681 ★ CIVIL ★ STATE OF CALIFORNIA

DATE: 5/1/2025

MILITARY WEST - WEST 5TH ST
TO WEST 3RD ST IMPROVMENT
PLAN

2025 CITYWIDE PAVEMENT
REHABILITATION
AND BICYCLE/PEDESTRIAN
IMPROVEMENTS

BENICIA, CALIFORNIA

SHEET NUMBER
17 OF 35

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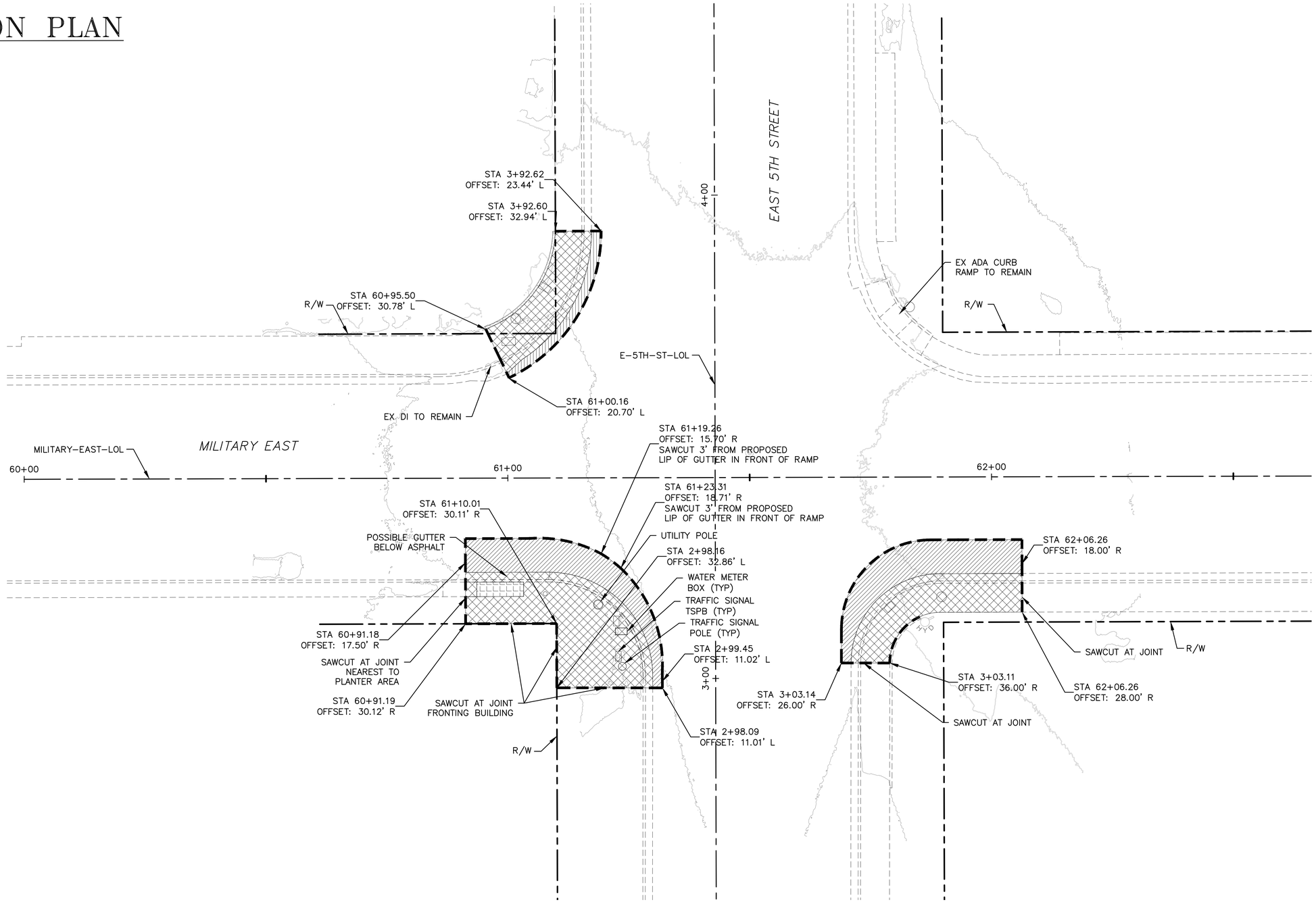
DEMOLITION PLAN



LEGEND

- PAVEMENT MARKING REMOVAL
- REMOVE AC
- REMOVE PCC
- REMOVE PAVERS
- PCC IMPROVEMENT
- HOT MIX ASPHALT (HMA)
- ADA WARNING SURFACE
- CLEAR AND GRUB
- STAMPED CONCRETE
- SAWCUT LINE

NOTES

1. SAWCUT ASPHALT A MINIMUM OF2' FROM PROPOSED LIP OF GUTTER SEE SHEET 21 FOR LOCATIONS.
2. SIGNAL POLES AND PULL BOXES ARE TO REMAIN. ADJUST TO GRADE.

10 0 10 20
SCALE FEET

NO.	REVISIONS	DATE	BY

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DATE: 5/1/2025

MILITARY EAST AND EAST 5TH ST
DEMOLITION PLAN

2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS

BENICIA, CALIFORNIA

SHEET NUMBER
18 OF 35

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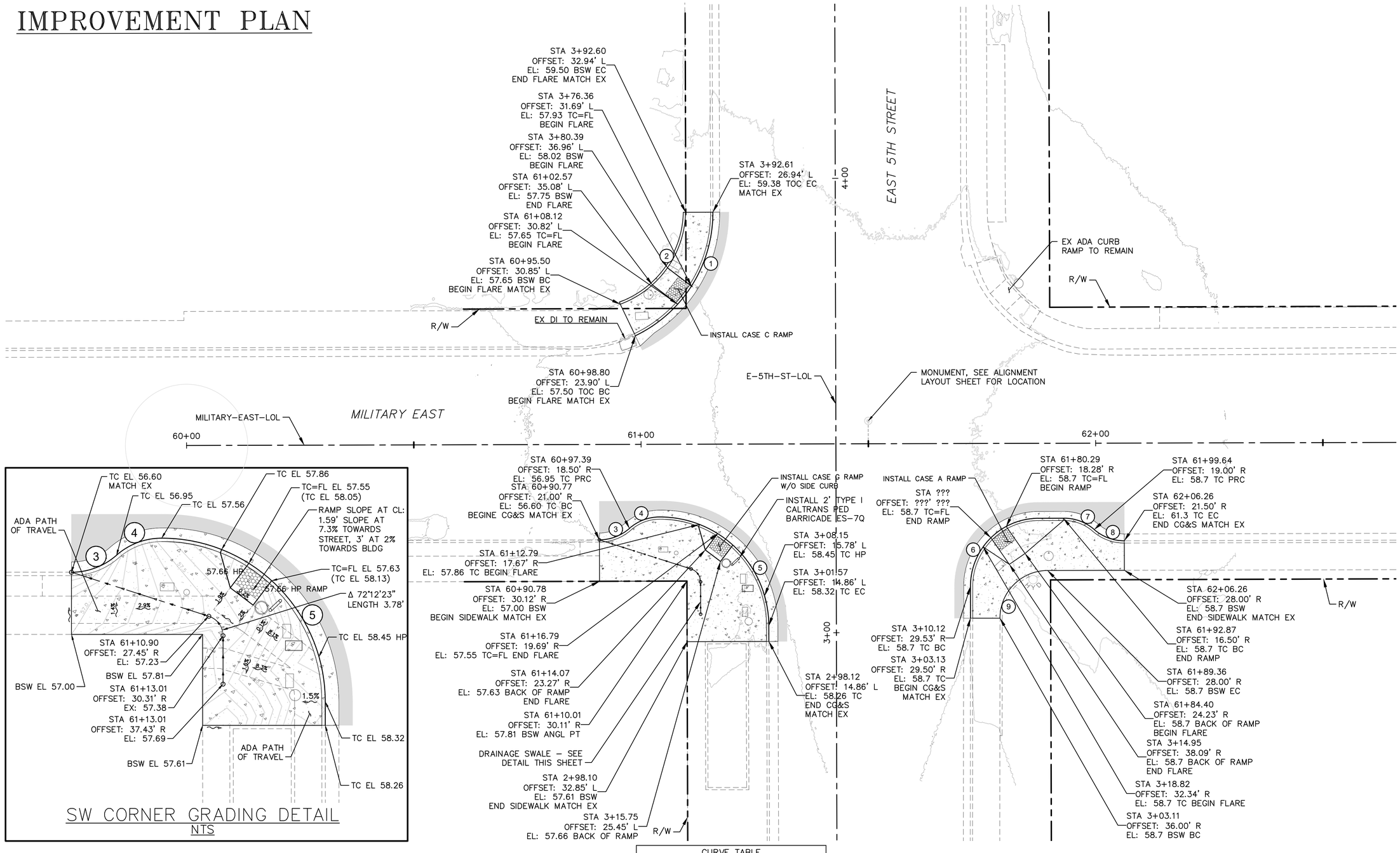
IMPROVEMENT PLAN



SW CORNER GRADING DETAIL
NTS

LEGEND

- PAVEMENT MARKING REMOVAL
- REMOVE AC
- REMOVE PCC
- REMOVE PAVERS
- PCC IMPROVEMENT
- HOT MIX ASPHALT (HMA)
- ADA WARNING SURFACE
- CLEAR AND GRUB
- STAMPED CONCRETE
- SAWCUT LINE

CURVE TABLE

No.	RADIUS	DELTA	LENGTH	DESCRIPTION
1	30.0'	64°41'30"	33.87'	FACE OF CURB
2	22.0'	68°39'01"	26.36'	BACK OF WALK
3	10.0'	41°24'35"	7.23'	FACE OF CURB
4	10.0'	41°24'35"	7.23'	FACE OF CURB
5	24.0'	89°57'05"	37.68'	FACE OF CURB
6	15.0'	89°47'44"	23.51'	FACE OF CURB
7	10.0'	41°24'35"	7.23'	FACE OF CURB
8	10.0'	41°24'235	86.76'	FACE OF CURB
9	10.5	89°47'44"	16.46'	BACK OF WALK

10 0 10 20
SCALE FEET

NO.	REVISIONS	DATE	BY

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REGISTERED PROFESSIONAL ENGINEER ★ LYNNE B. FILSON ★ No. 45681 ★ CIVIL ★ STATE OF CALIFORNIA

DATE: 5/1/2025

MILITARY EAST AND EAST 5TH ST
IMPROVEMENT PLAN

2025 CITYWIDE PAVEMENT
REHABILITATION
AND BICYCLE/PEDESTRIAN
IMPROVEMENTS

BENICIA, CALIFORNIA

SHEET NUMBER
19 OF 35

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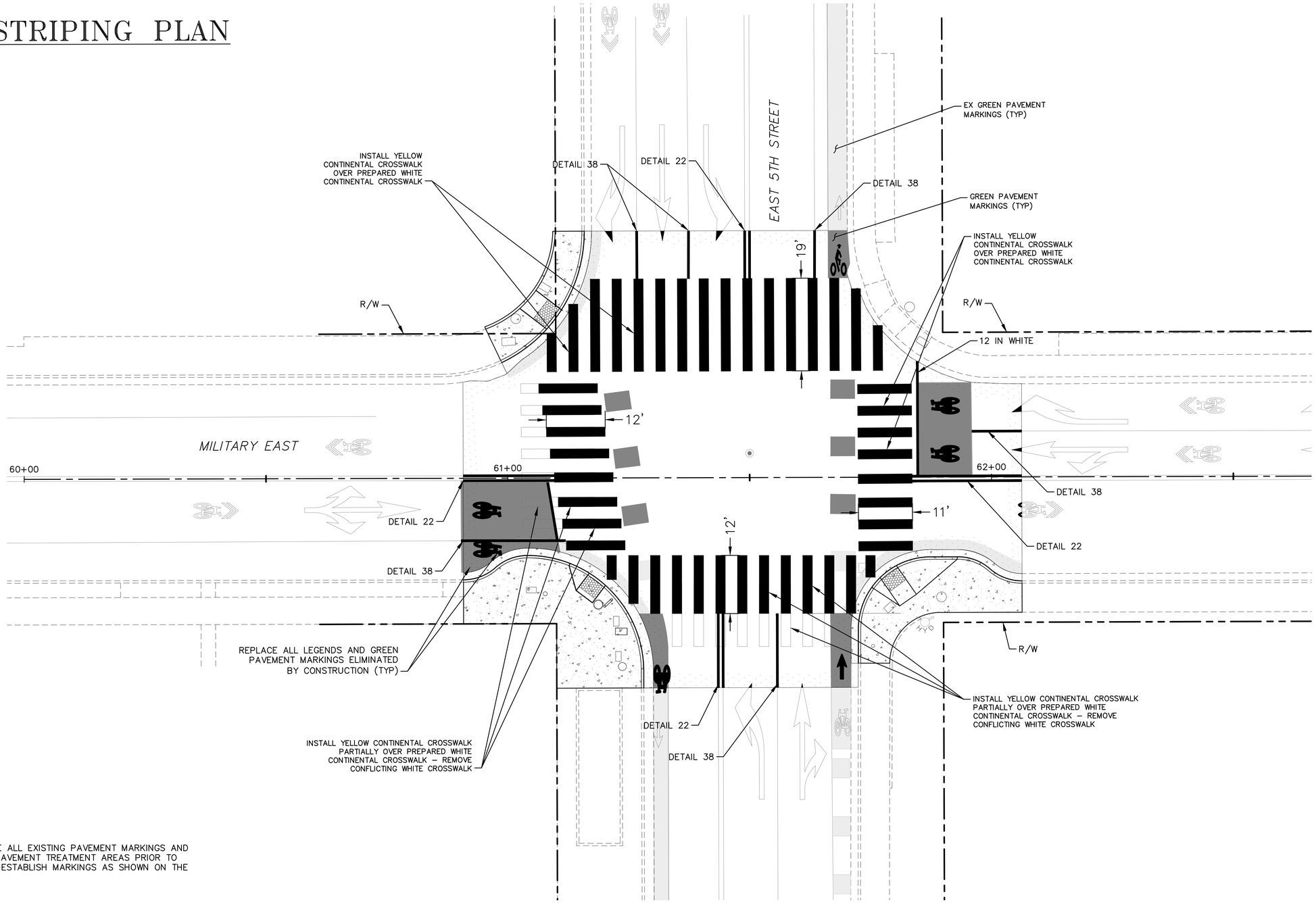
SIGNING/STRIPING PLAN



NOTES

1. CONTRACTOR SHALL REMOVE ALL EXISTING PAVEMENT MARKINGS AND GRIND TERMOPLASTIC IN THE PAVEMENT TREATMENT AREAS PRIOR TO SURFACE TREATMENT AND RE-ESTABLISH MARKINGS AS SHOWN ON THE SIGNING AND STRIPING SHEETS.

LEGEND

- CLEAR AND GRUB
- REMOVE AC
- REMOVE PCC
- REMOVE PAVERS
- PCC IMPROVEMENT
- HOT MIX ASPHALT (HMA)
- ADA WARNING SURFACE
- STAMPED CONC PAVERS
- SAWCUT LINE
- TYPE II MICRO SURFACING WEARING COURSE

10 0 10 20
SCALE FEET

NO.	REVISIONS	DATE	BY

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DATE: 5/1/2025

MILITARY EAST AND EAST 5TH ST
SIGNING AND STRIPING

2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS

BENICIA, CALIFORNIA

SHEET NUMBER
20 OF 35

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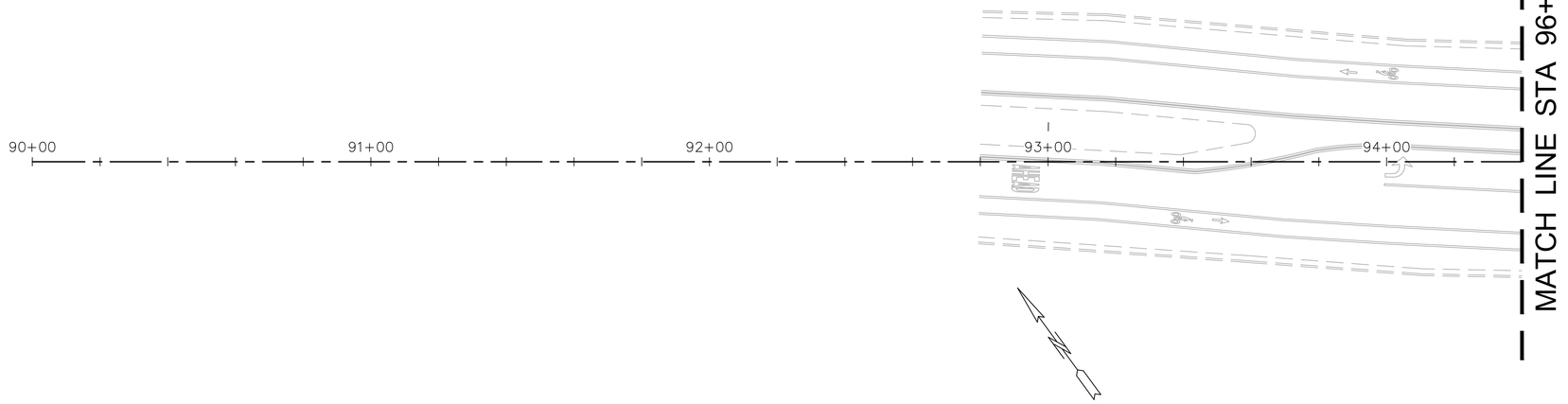
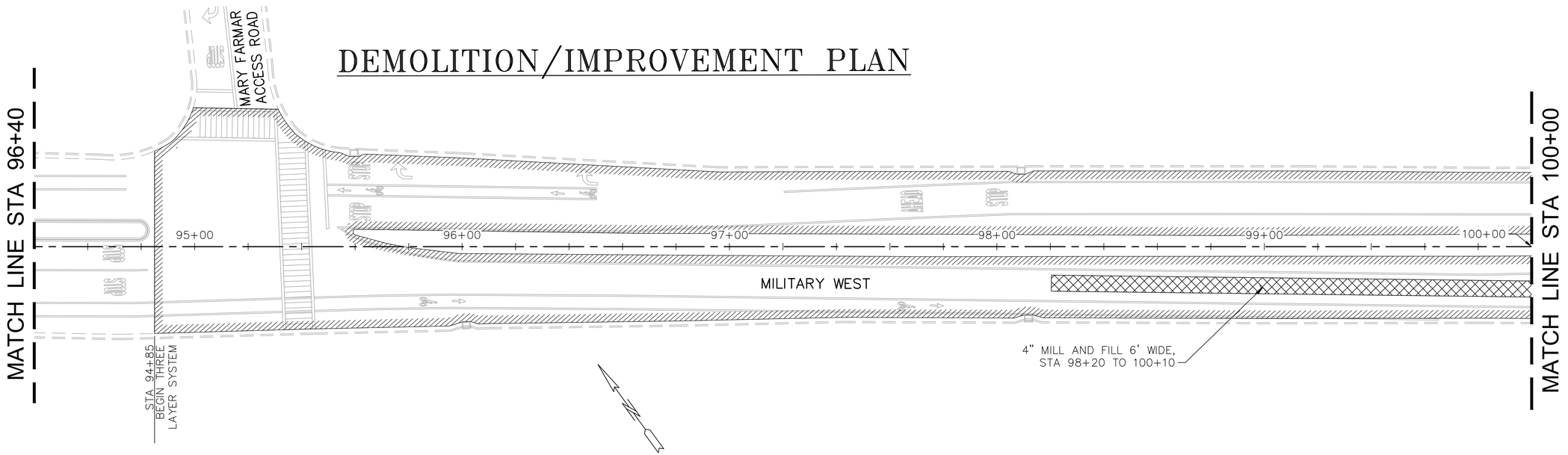
DEMOLITION/IMPROVEMENT PLAN





LEGEND

- 4" MILL AND FILL PATCHING
- TYPE II MICRO SURFACING WEARING COURSE
- TYPE 5 FIBERIZED MICRO SURFACING SYSTEM
- THREE-LAYER SYSTEM

NOTES

1. CONTRACTOR SHALL REMOVE ALL EXISTING PAVEMENT MARKINGS AND GRIND TERMOPLASTIC IN THE PAVEMENT TREATMENT AREAS PRIOR TO SURFACE TREATMENT AND RE-ESTABLISH MARKINGS AS SHOWN ON THE SIGNING AND STRIPING SHEETS.

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20 0 20 40
SCALE FEET

NO.	REVISIONS	DATE	BY

HALEY & ALDRICH, INC.
785 Ygnacio Valley Road
Walnut Creek, CA 94596
Tel: 925.935.9771
www.haleyaldrich.com

REGISTERED PROFESSIONAL ENGINEER ★ LYNNE B. FILSON ★ No. 45681 ★ CIVIL ★ STATE OF CALIFORNIA

DATE: 5/1/2025

MILITARY WEST
DEMOLITION AND IMPROVMENT PLAN
STA 90+00 TO 100+00

2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS
BENICIA, CALIFORNIA

SHEET NUMBER
21 OF 35

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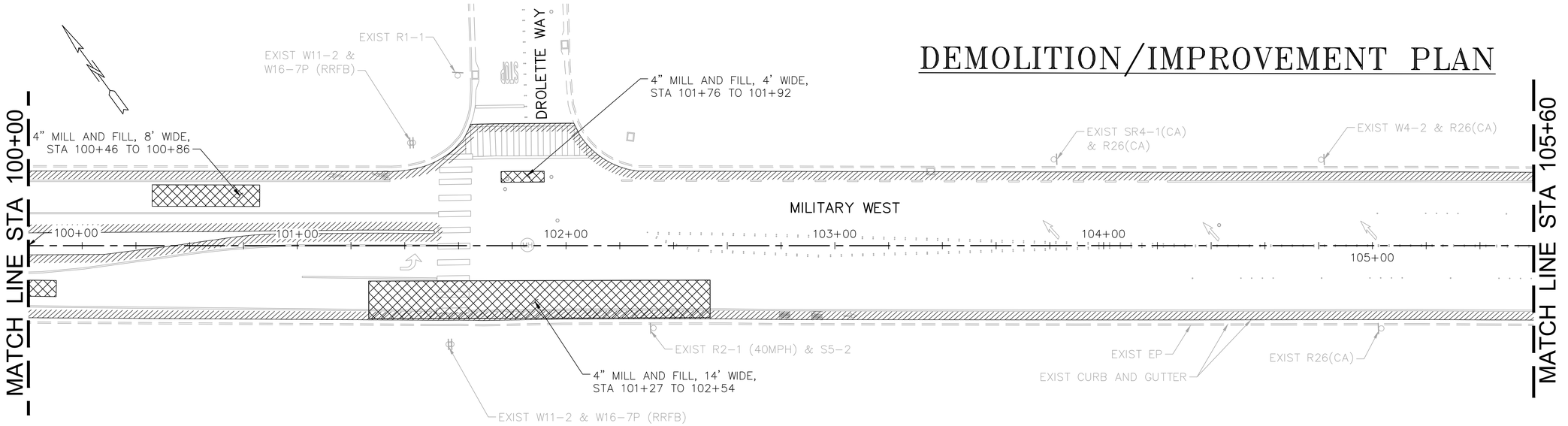
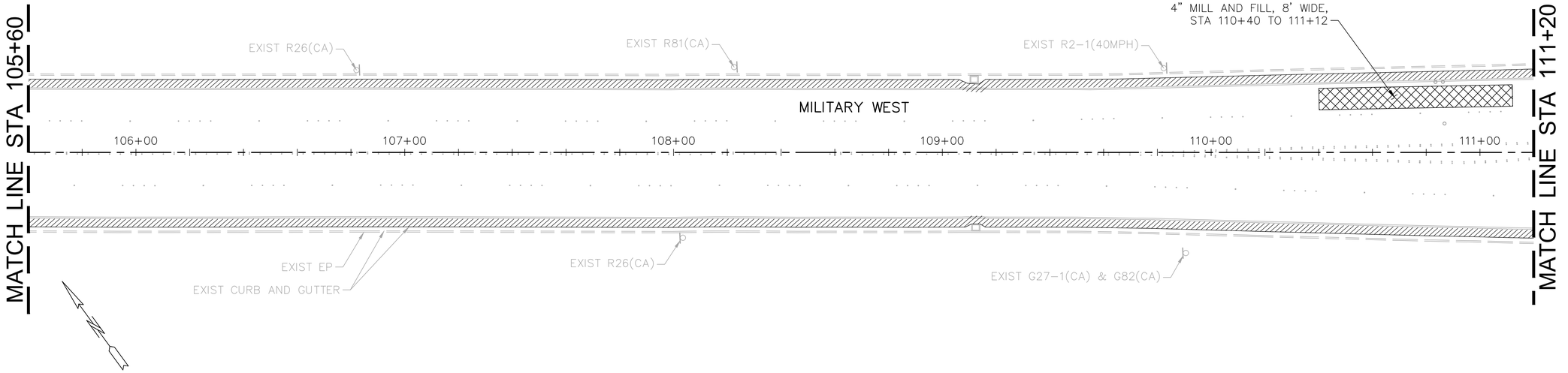
DEMOLITION/IMPROVEMENT PLAN



DEMOLITION/IMPROVEMENT PLAN



LEGEND

- 4" MILL AND FILL PATCHING
- TYPE II MICRO SURFACING WEARING COURSE
- TYPE 5 FIBERIZED MICRO SURFACING SYSTEM
- THREE-LAYER SYSTEM

NOTES

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SCALE FEET

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REGISTERED PROFESSIONAL ENGINEER LYNNE B. FILSON No. 45681 CIVIL STATE OF CALIFORNIA
DATE: 5/1/2025

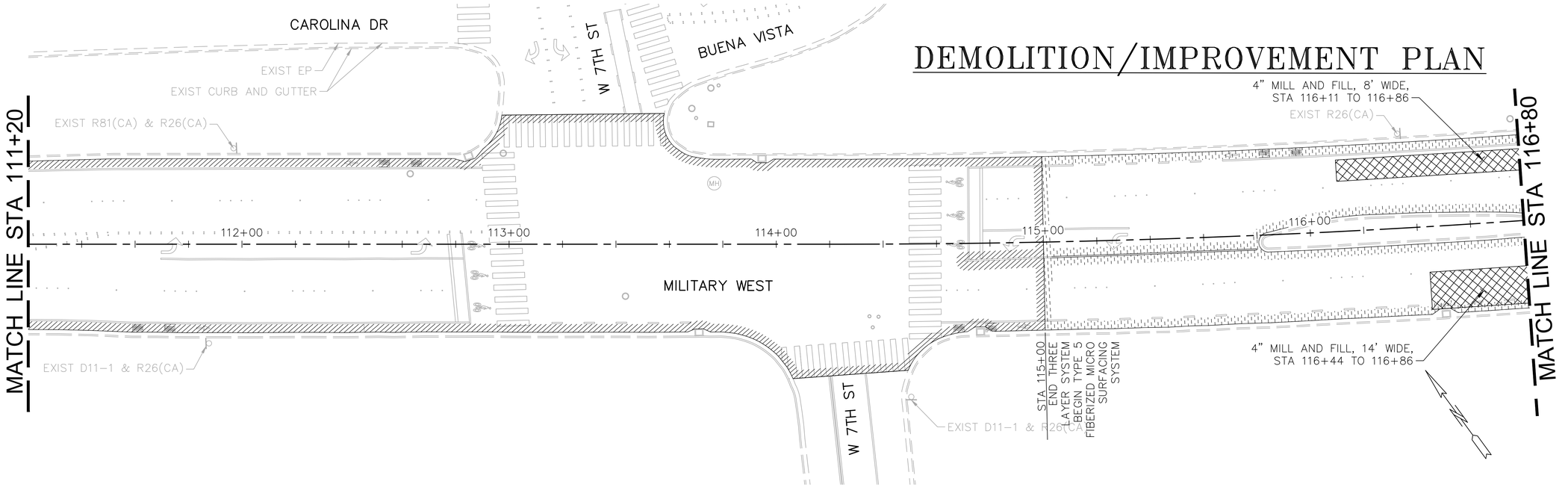
MILITARY WEST
DEMOLITION AND IMPROVMENT PLAN
STA 100+00 TO 111+20

2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS
BENICIA, CALIFORNIA

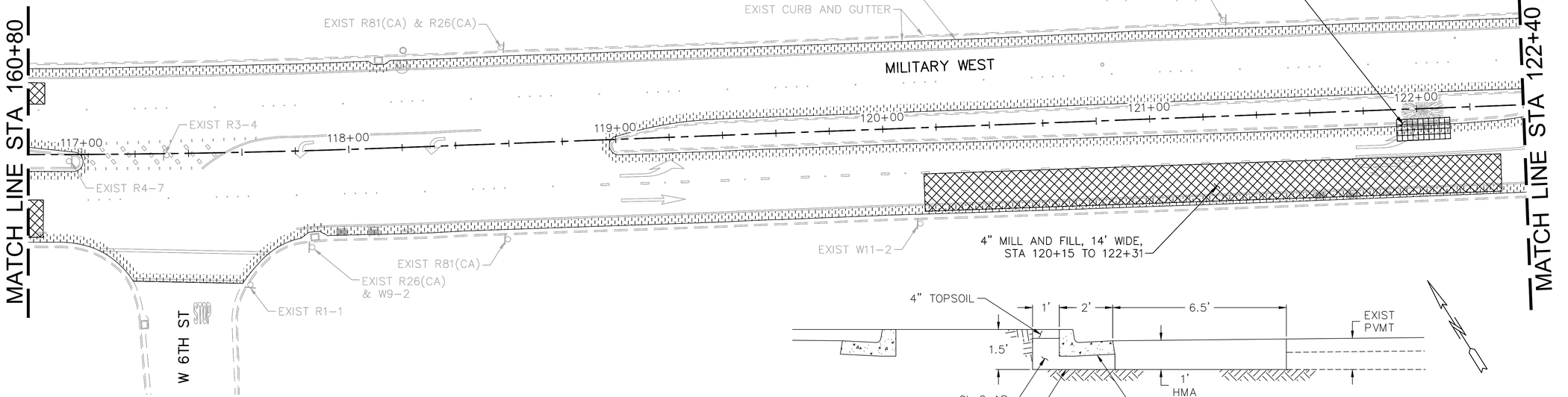
SHEET NUMBER
22 OF 35

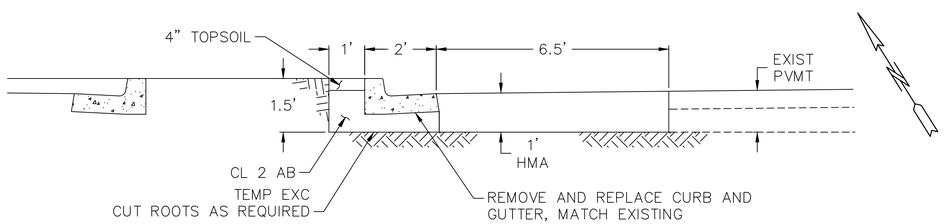
\\haleyaldrich.com\share\granite\2023\0207806-009.Benicia.PavePres.Mil West 1st to Drolette\AutoCAD\Sheets\21-27-DEMO AND IMPROVEMENTS.dwg 5-01-25 01:53:18 PM jbustamante

DEMOLITION/IMPROVEMENT PLAN



DEMOLITION/IMPROVEMENT PLAN





CURB, GUTTER, AND PAVEMENT REPAIR

LEGEND

- 4" MILL AND FILL PATCHING
- TYPE II MICRO SURFACING WEARING COURSE
- TYPE 5 FIBERIZED MICRO SURFACING SYSTEM
- THREE-LAYER SYSTEM

NOTES

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SCALE FEET

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REGISTERED PROFESSIONAL ENGINEER LYNNE B. FILSON No. 45681 CIVIL STATE OF CALIFORNIA

DATE: 5/1/2025

MILITARY WEST
DEMOLITION AND IMPROVMENT
PLAN
STA 111+20 TO 122+40

2025 CITYWIDE PAVEMENT
REHABILITATION
AND BICYCLE/PEDESTRIAN
IMPROVEMENTS

BENICIA, CALIFORNIA

SHEET NUMBER
23 OF 35

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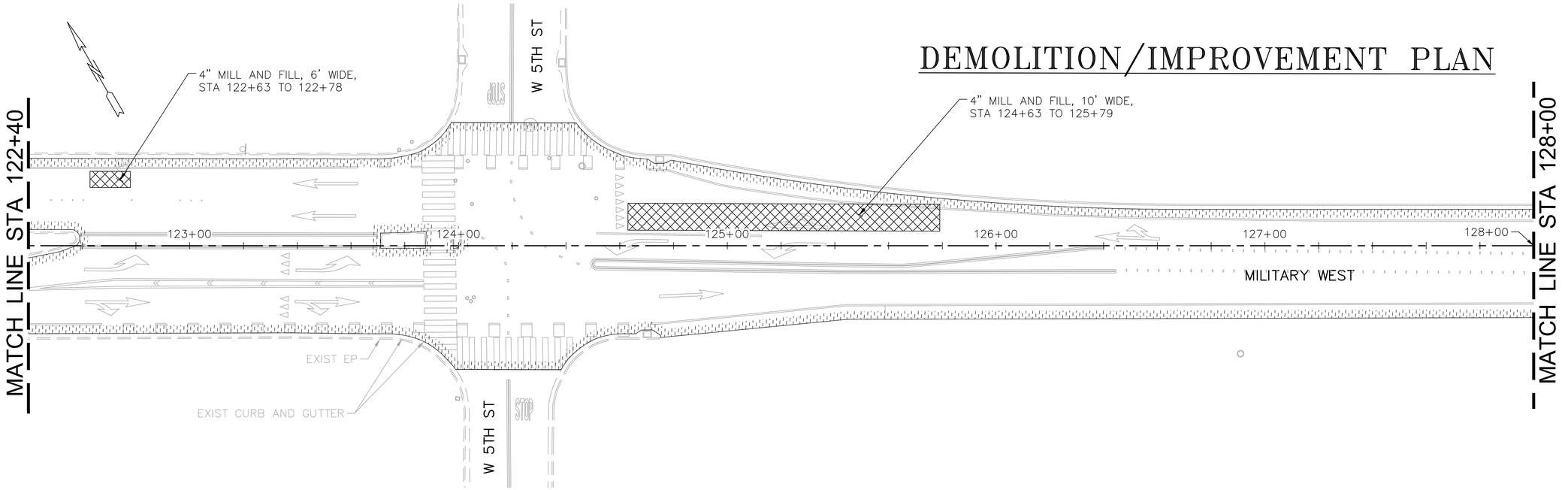
DEMOLITION/IMPROVEMENT PLAN



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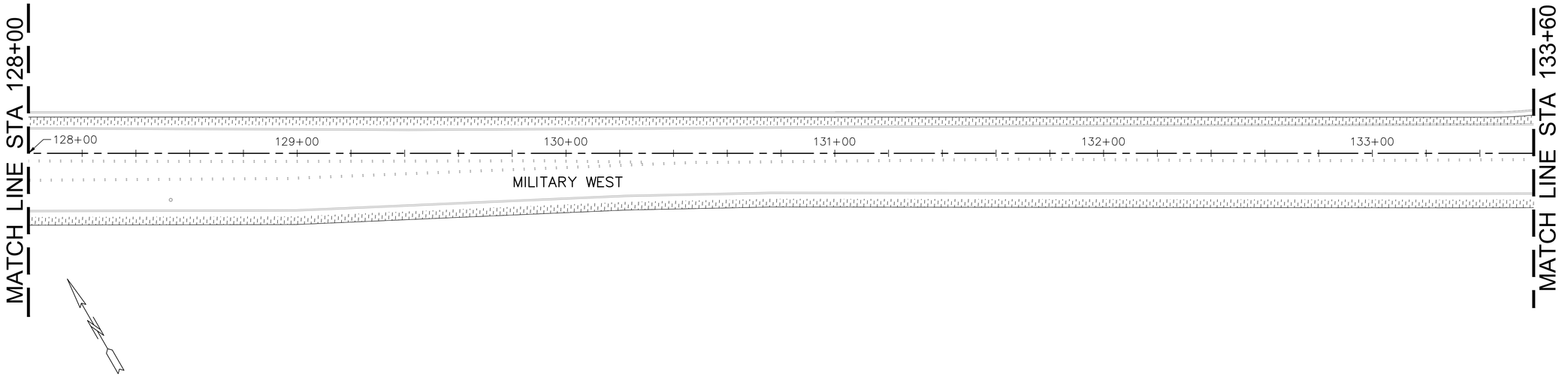

LEGEND

- 4" MILL AND FILL PATCHING
- TYPE II MICRO SURFACING WEARING COURSE
- TYPE 5 FIBERIZED MICRO SURFACING SYSTEM
- THREE-LAYER SYSTEM

NOTES

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REGISTERED PROFESSIONAL ENGINEER ★ LYNNE B. FILSON ★ No. 45681 ★ STATE OF CALIFORNIA ★ CIVIL

DATE: 5/1/2025

MILITARY WEST
DEMOLITION AND IMPROVMENT
PLAN
STA 122+40 TO 133+60

2025 CITYWIDE PAVEMENT
REHABILITATION
AND BICYCLE/PEDESTRIAN
IMPROVEMENTS

BENICIA, CALIFORNIA

SHEET NUMBER
24 OF 35

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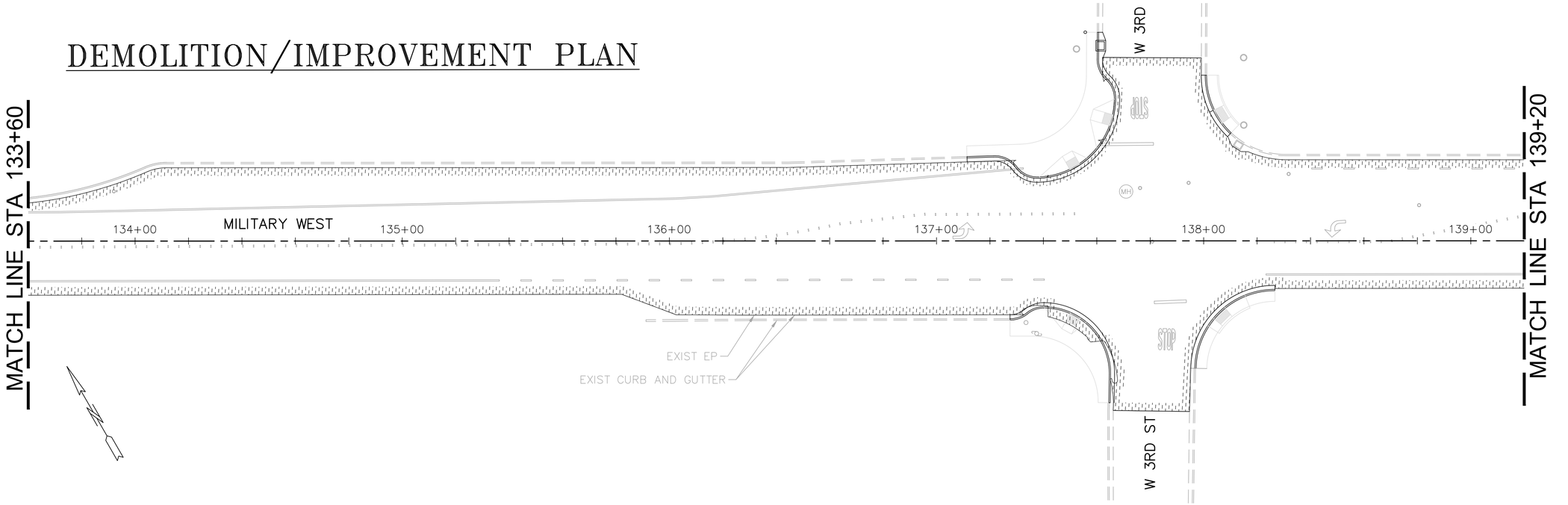

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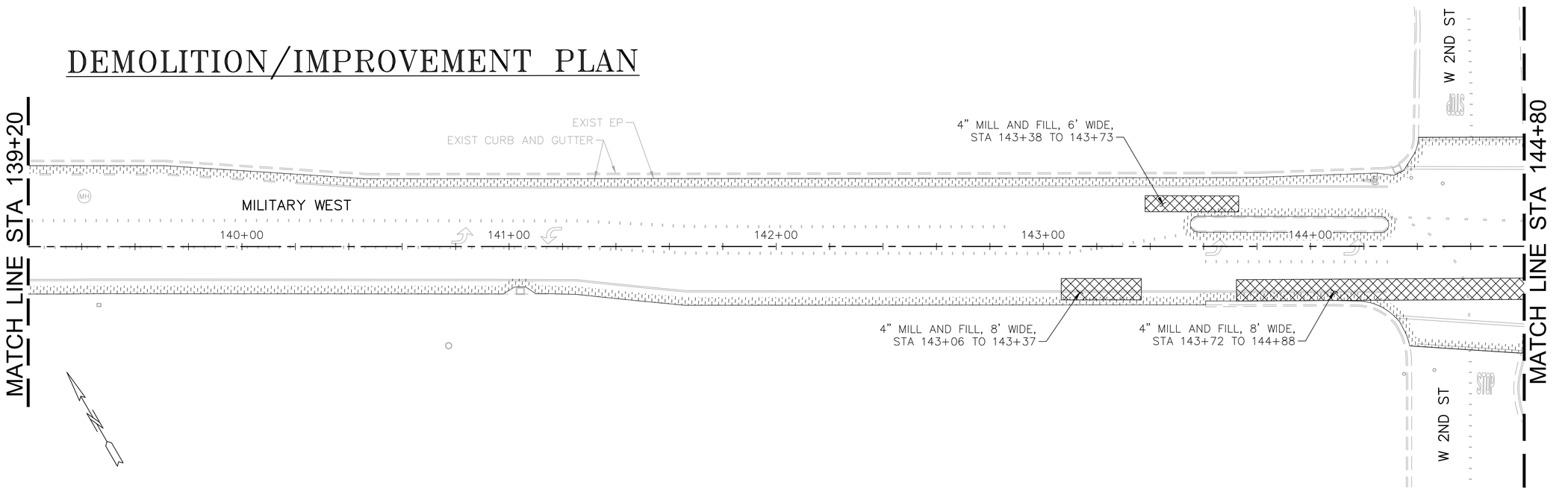

LEGEND

- 4" MILL AND FILL PATCHING
- TYPE II MICRO SURFACING WEARING COURSE
- TYPE 5 FIBERIZED MICRO SURFACING SYSTEM
- THREE–LAYER SYSTEM

NOTES

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REGISTERED PROFESSIONAL ENGINEER ★ LYNNE B. FILSON ★ No. 45681 ★ CIVIL ★ STATE OF CALIFORNIA

DATE: 5/1/2025

MILITARY WEST
DEMOLITION AND IMPROVMENT
PLAN
STA 133+60 TO 144+80

2025 CITYWIDE PAVEMENT
REHABILITATION
AND BICYCLE/PEDESTRIAN
IMPROVEMENTS

BENICIA, CALIFORNIA

SHEET NUMBER
25 OF 35

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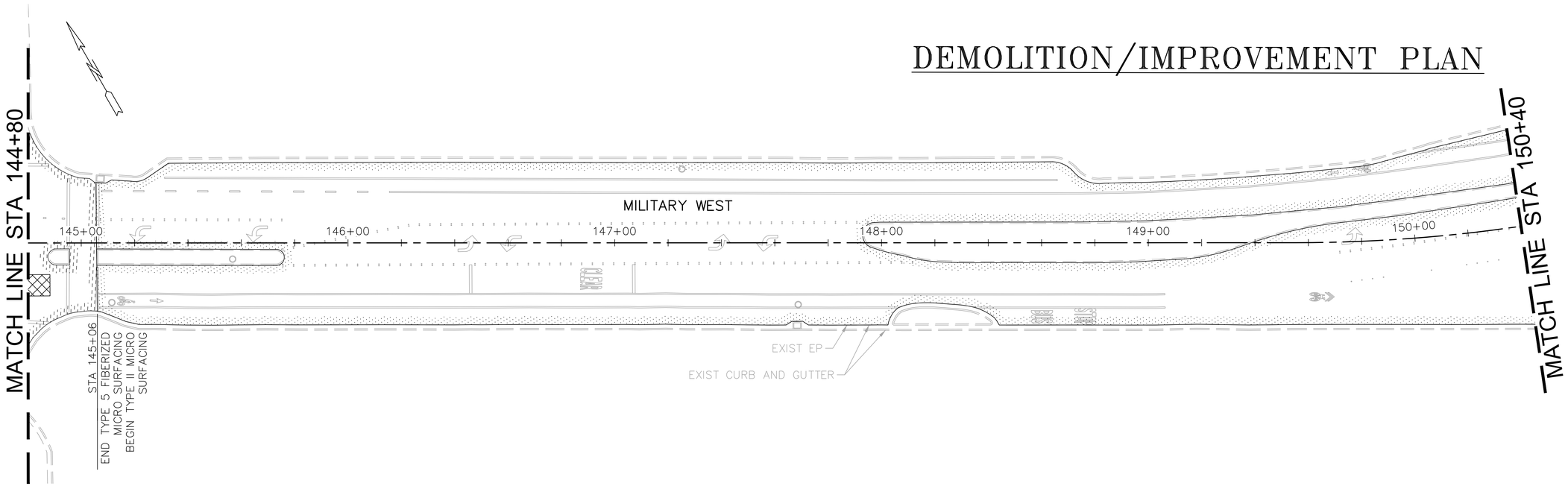
DEMOLITION/IMPROVEMENT PLAN



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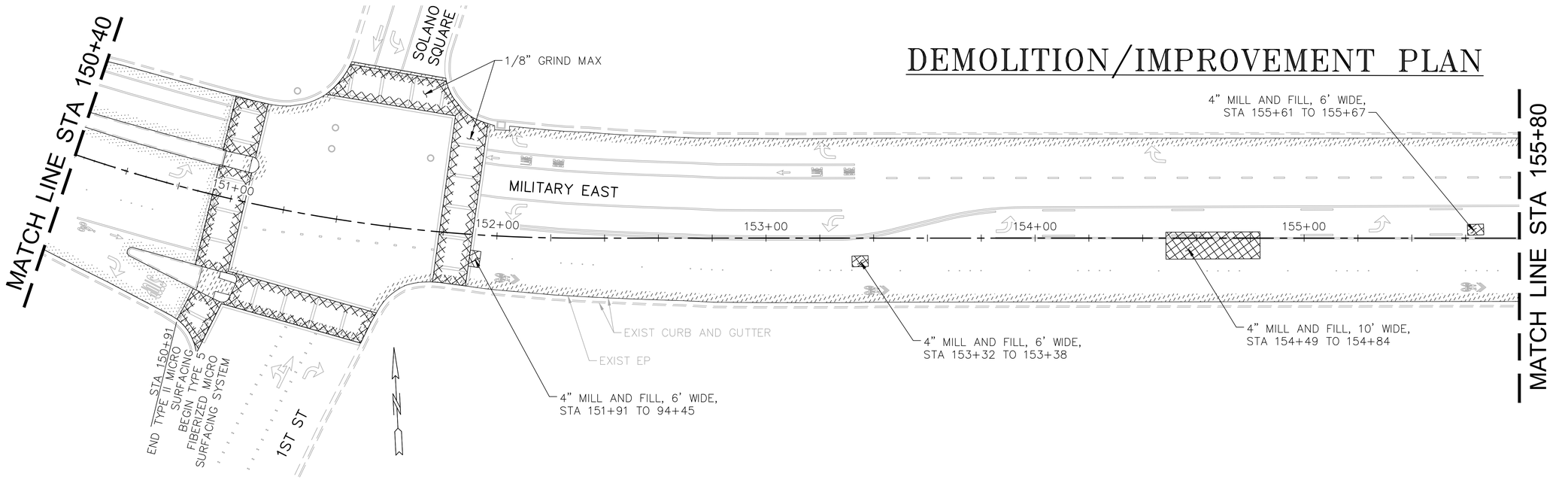

LEGEND

- 4" MILL AND FILL PATCHING, 1/8" GRIND AT CROSSWALK AS SHOWN
- TYPE II MICRO SURFACING WEARING COURSE
- TYPE 5 FIBERIZED MICRO SURFACING SYSTEM
- THREE-LAYER SYSTEM

NOTES

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REGISTERED PROFESSIONAL ENGINEER ★ LYNNE B. FILSON ★ No. 45681 ★ CIVIL ★ STATE OF CALIFORNIA

DATE: 5/1/2025

MILITARY WEST / EAST
DEMOLITION AND IMPROVMENT PLAN
STA 144+80 TO 155+80

2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS

BENICIA, CALIFORNIA

SHEET NUMBER
26 OF 35

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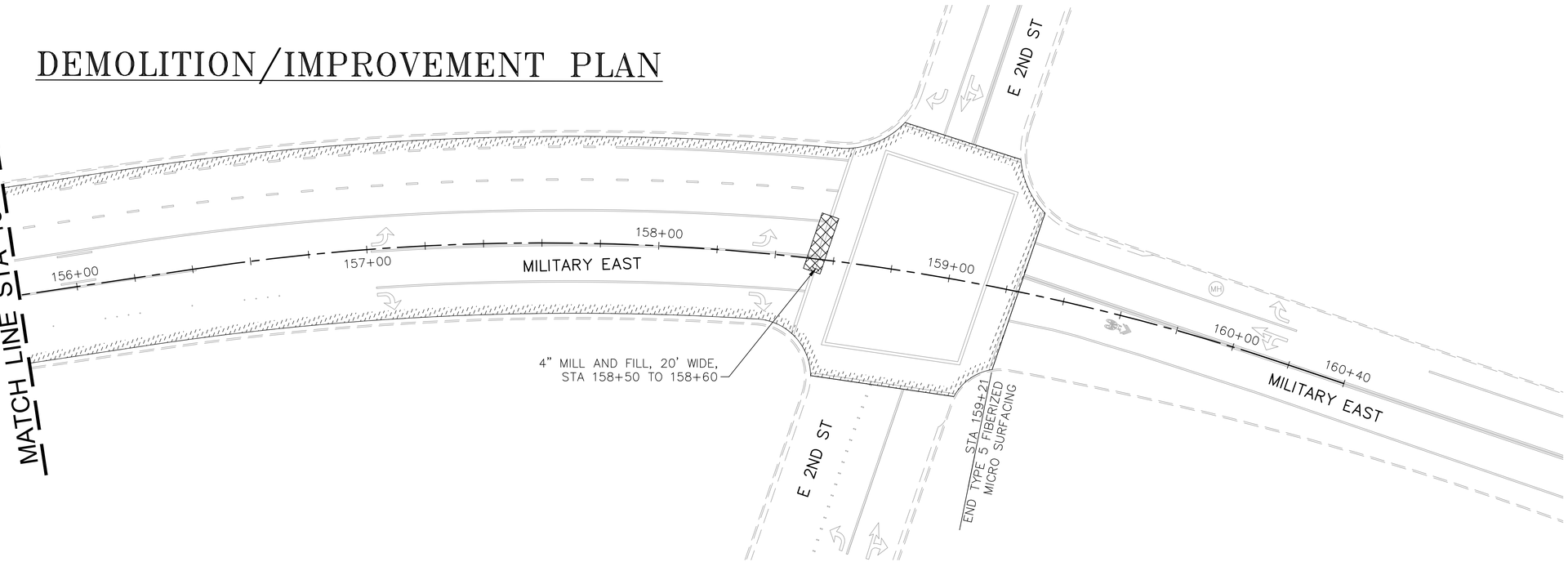
DEMOLITION/IMPROVEMENT PLAN



LEGEND

- 4" MILL AND FILL PATCHING
- TYPE II MICRO SURFACING WEARING COURSE
- TYPE 5 FIBERIZED MICRO SURFACING SYSTEM
- THREE-LAYER SYSTEM

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SCALE FEET

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REGISTERED PROFESSIONAL ENGINEER ★ LYNNE B. FITSON ★ No. 45681 ★ CIVIL ★ STATE OF CALIFORNIA

DATE: 5/1/2025

MILITARY EAST
DEMOLITION AND IMPROVMENT
PLAN
STA 155+80 TO 160+40

2025 CITYWIDE PAVEMENT
REHABILITATION
AND BICYCLE/PEDESTRIAN
IMPROVEMENTS
BENICIA, CALIFORNIA

SHEET NUMBER
27 OF 35

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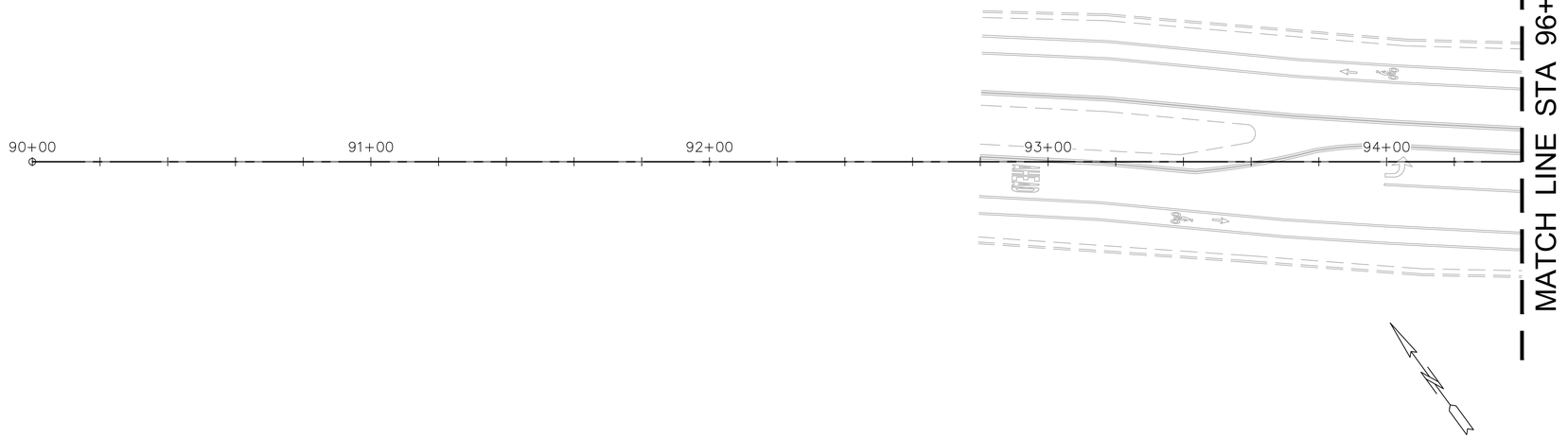
SIGNING/STRIPING PLAN



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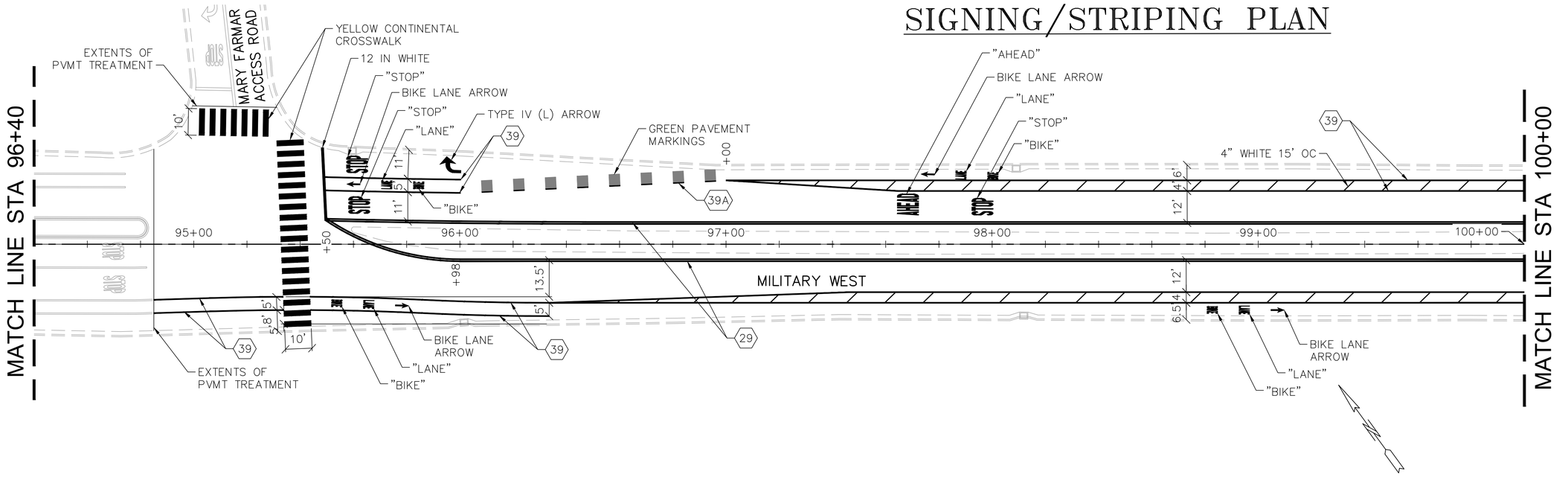

NOTES

1. SEE SHEETS A20A TO A24G OF THE CALTRANS 2022 STANDARD PLANS FOR PAVEMENT, MARKERS, TRAFFIC LINES AND PAVEMENT MARKINGS

SCALE 20 0 20 40 FEET

NO.	REVISIONS	DATE	BY

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REGISTERED PROFESSIONAL ENGINEER ★ LYNNE B. FILSON ★ No. 45681 ★ CIVIL ★ STATE OF CALIFORNIA

DATE: 5/1/2025

MILITARY WEST
SIGNING AND STRIPING PLAN
STA 90+00 TO 100+00

2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS

BENICIA, CALIFORNIA

SHEET NUMBER
28 OF 35

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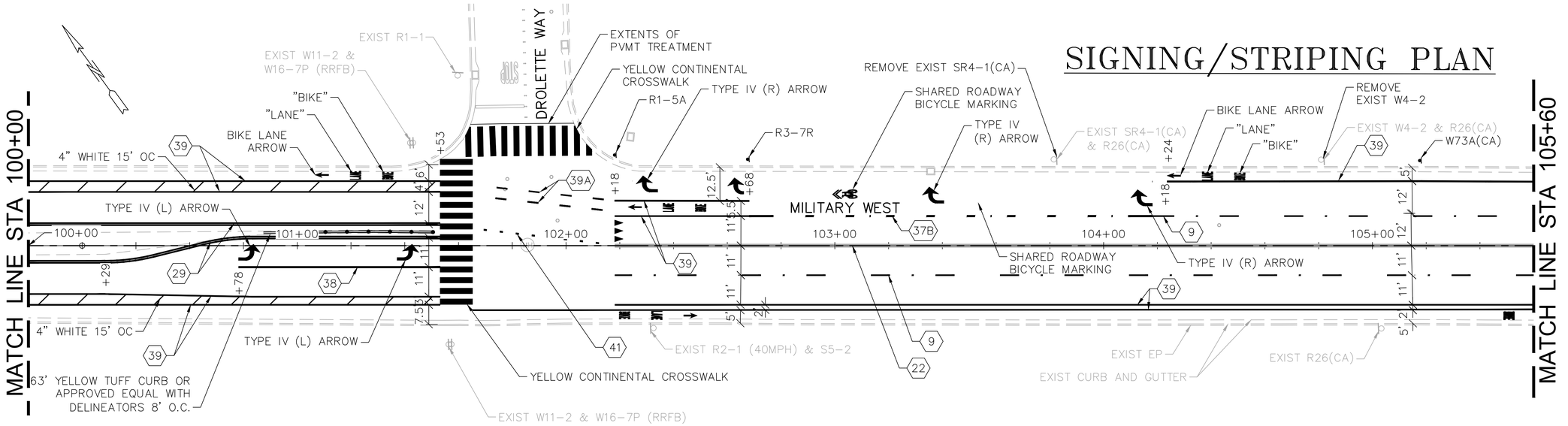
SIGNING/STRIPING PLAN



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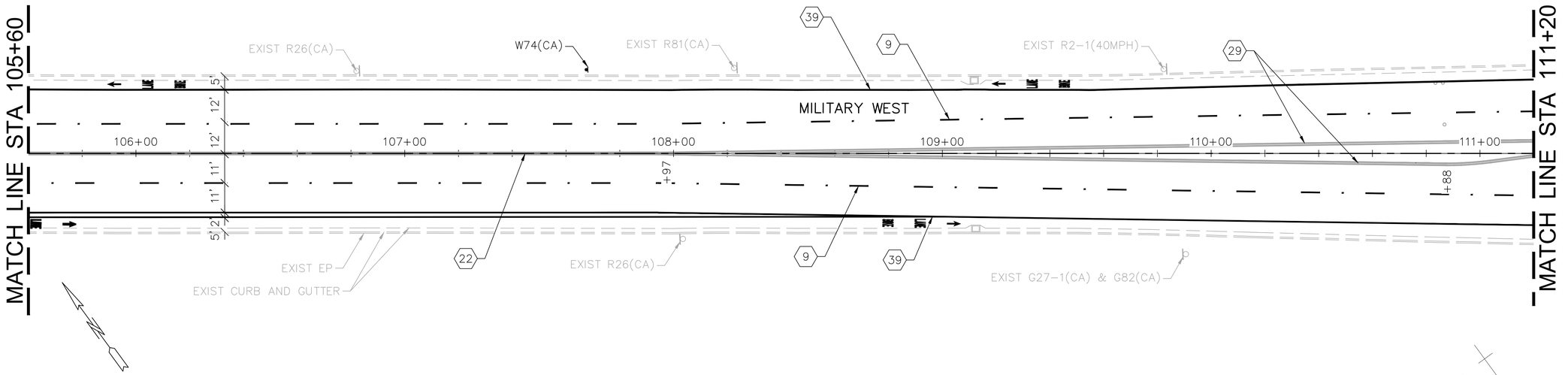

NOTES

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20 0 20 40
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MILITARY WEST
SIGNING AND STRIPING PLAN
STA 100+00 TO 111+20

2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS

BENICIA, CALIFORNIA

SHEET NUMBER
29 OF 35

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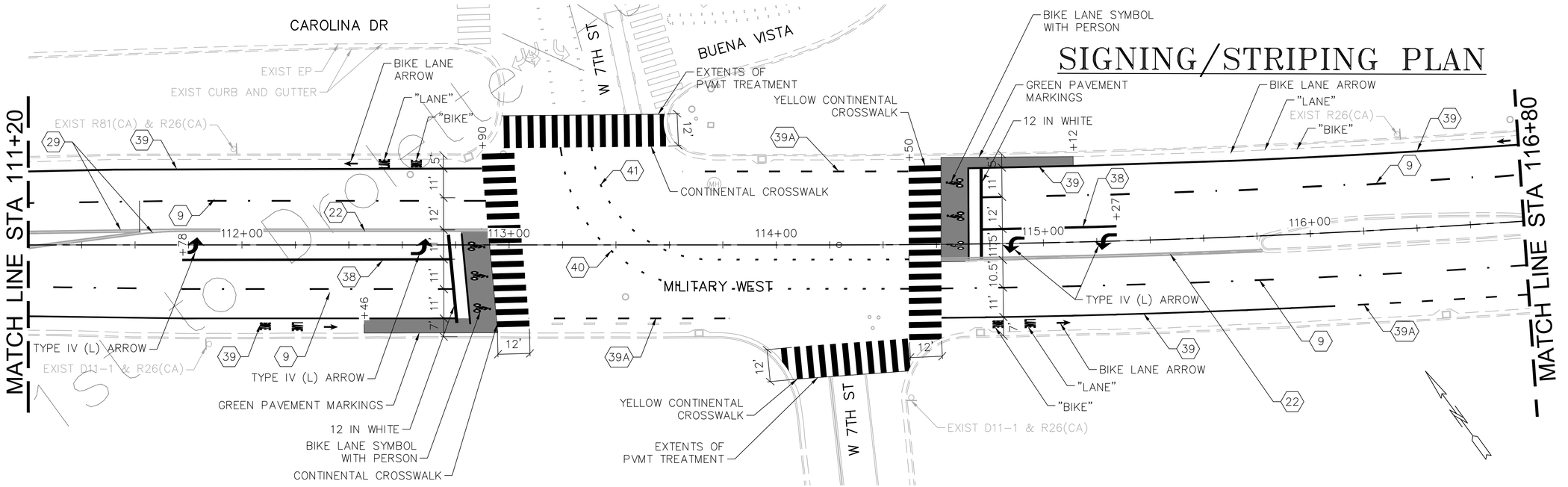

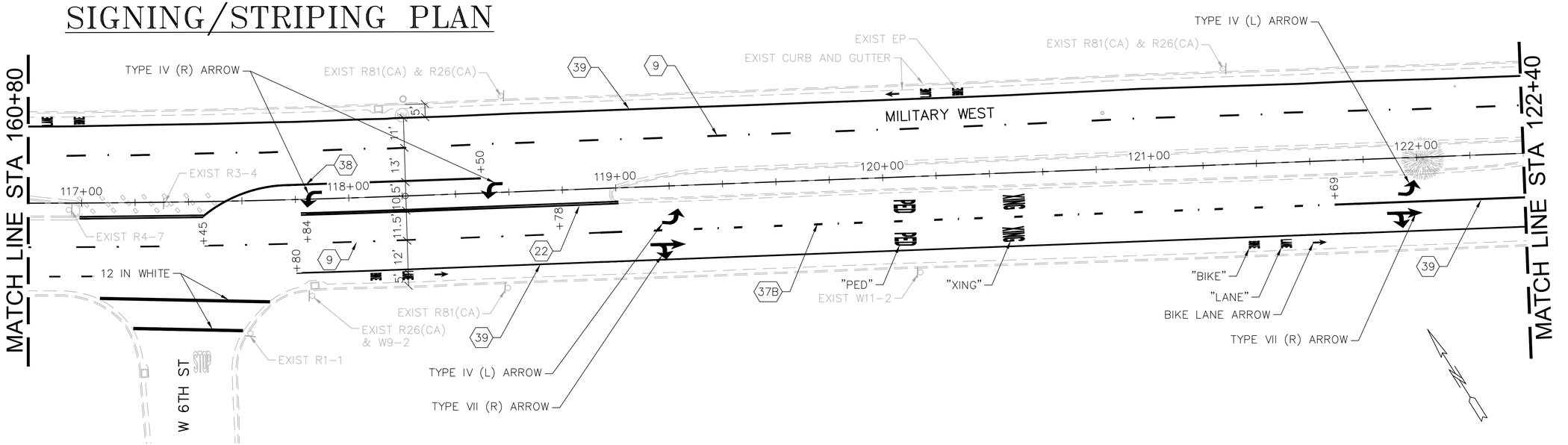

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2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS

BENICIA, CALIFORNIA

SHEET NUMBER
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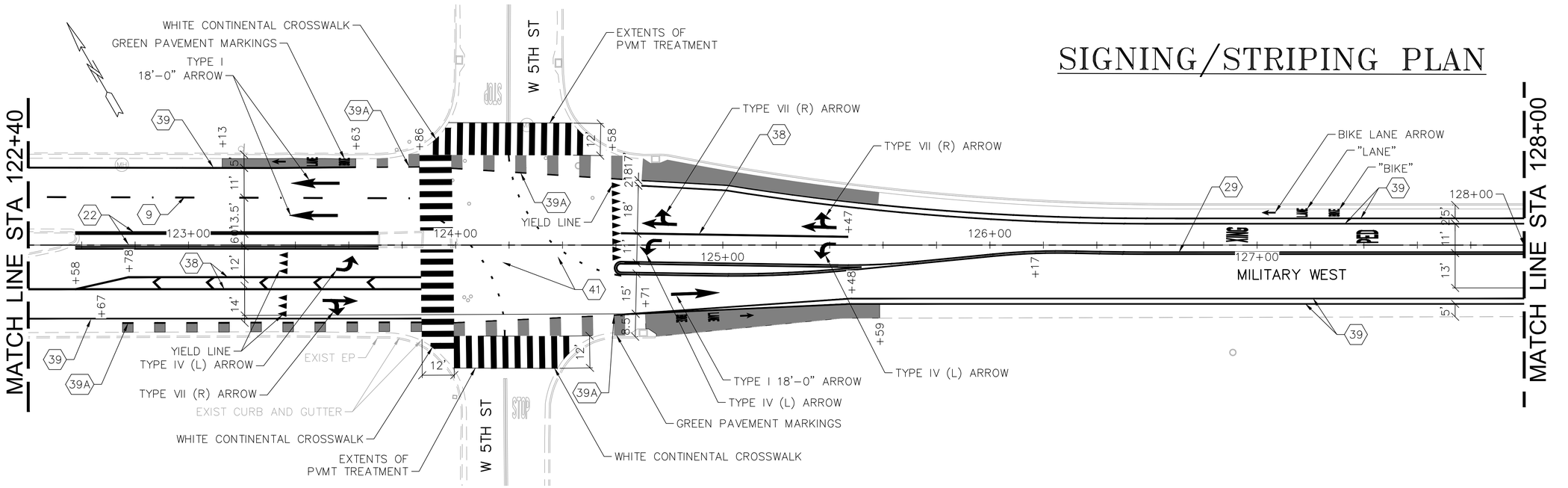
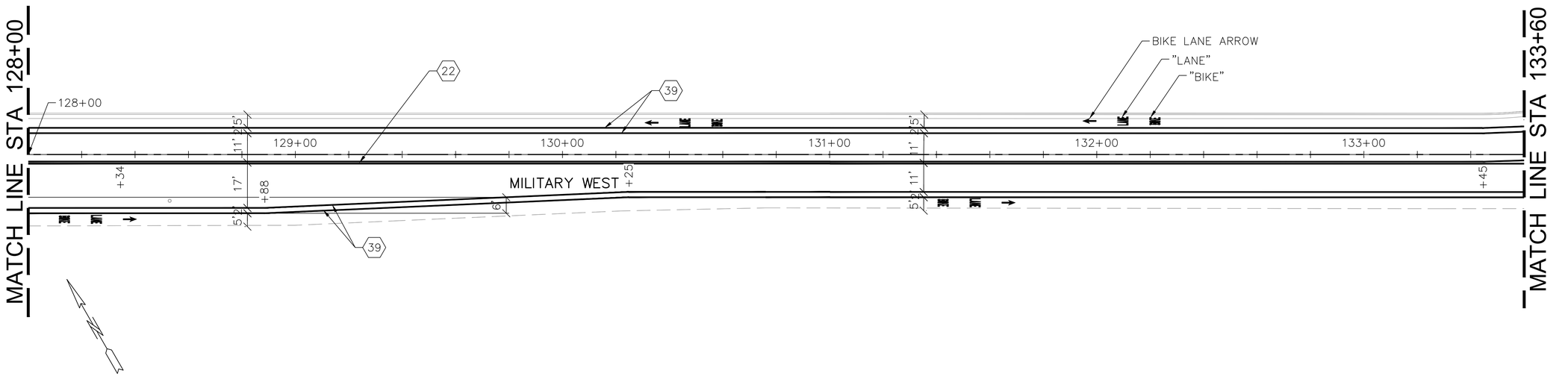
\\haleyaldrich.com\share\granite\2023\0207806-009.Benicia.PavePres.Mil West 1st to Droette\AutoCAD\Sheets\28-34-SIGNING AND STRIPING.dwg 5-01-25 01:54:08 PM jbustamante





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CIVIL
STATE OF CALIFORNIA

DATE: 5/1/2025

MILITARY WEST
SIGNING AND STRIPING PLAN
STA 122+40 TO 133+60

2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS
BENICIA, CALIFORNIA

SHEET NUMBER
31 OF 35

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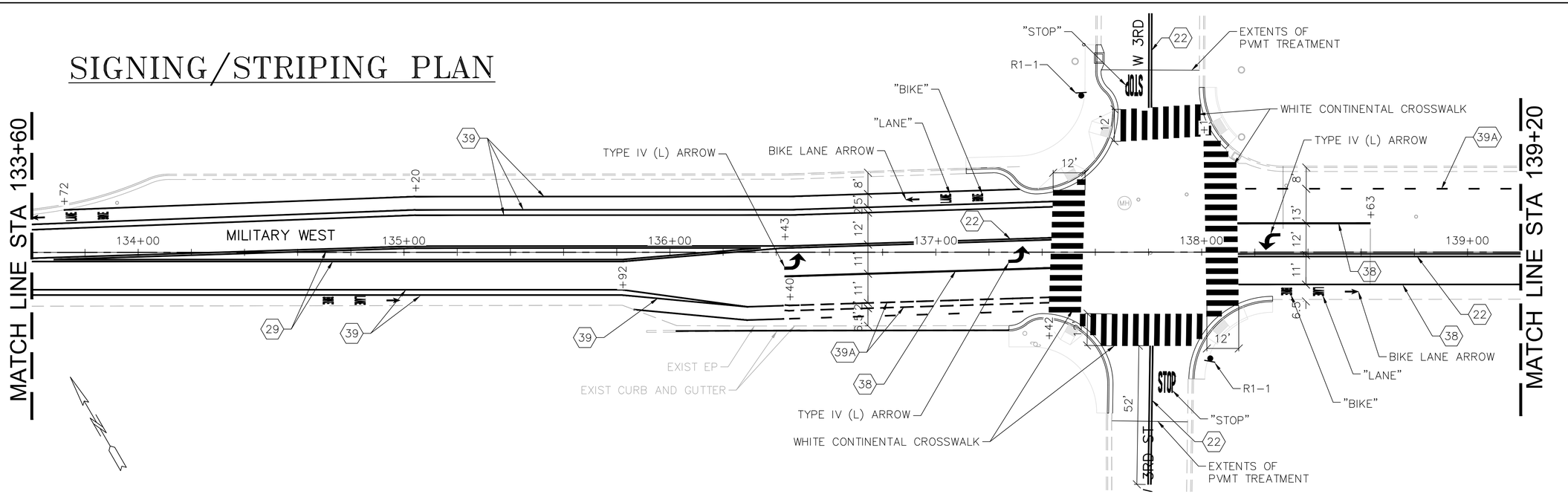
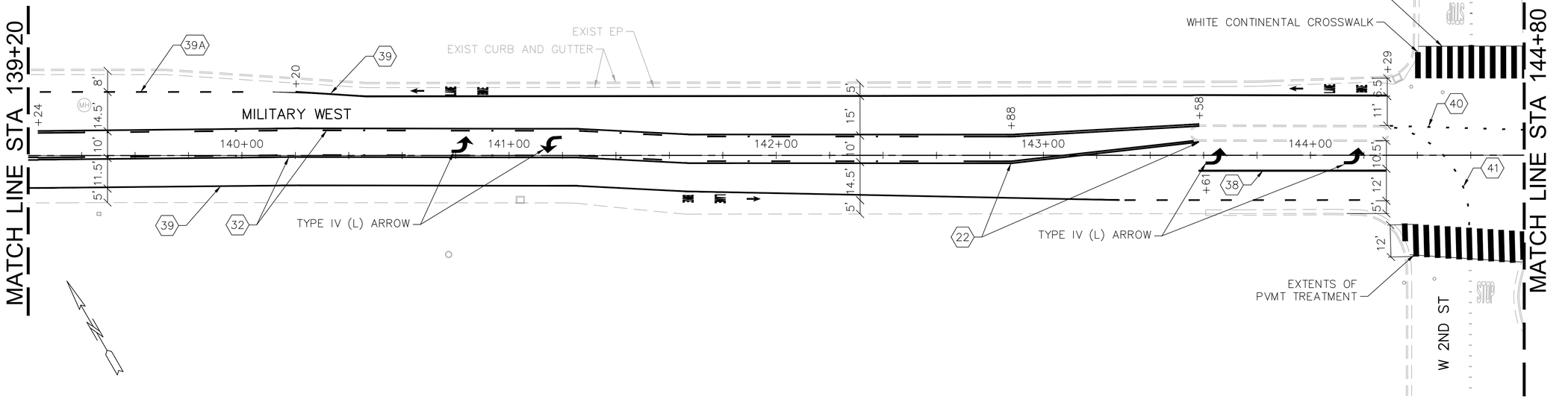
SIGNING/STRIPING PLAN



SIGNING/STRIPING PLAN



NOTES

1. SEE SHEETS A20A TO A24G OF THE CALTRANS 2022 STANDARD PLANS FOR PAVEMENT, MARKERS, TRAFFIC LINES AND PAVEMENT MARKINGS

20 0 20 40
SCALE FEET

NO.	REVISIONS	DATE	BY

HALEY & ALDRICH, INC.
785 Ygnacio Valley Road
Walnut Creek, CA 94596
Tel: 925.935.9771
www.haleyaldrich.com

REGISTERED PROFESSIONAL ENGINEER LYNNE B. FILSON No. 45681 CIVIL STATE OF CALIFORNIA

DATE: 5/1/2025

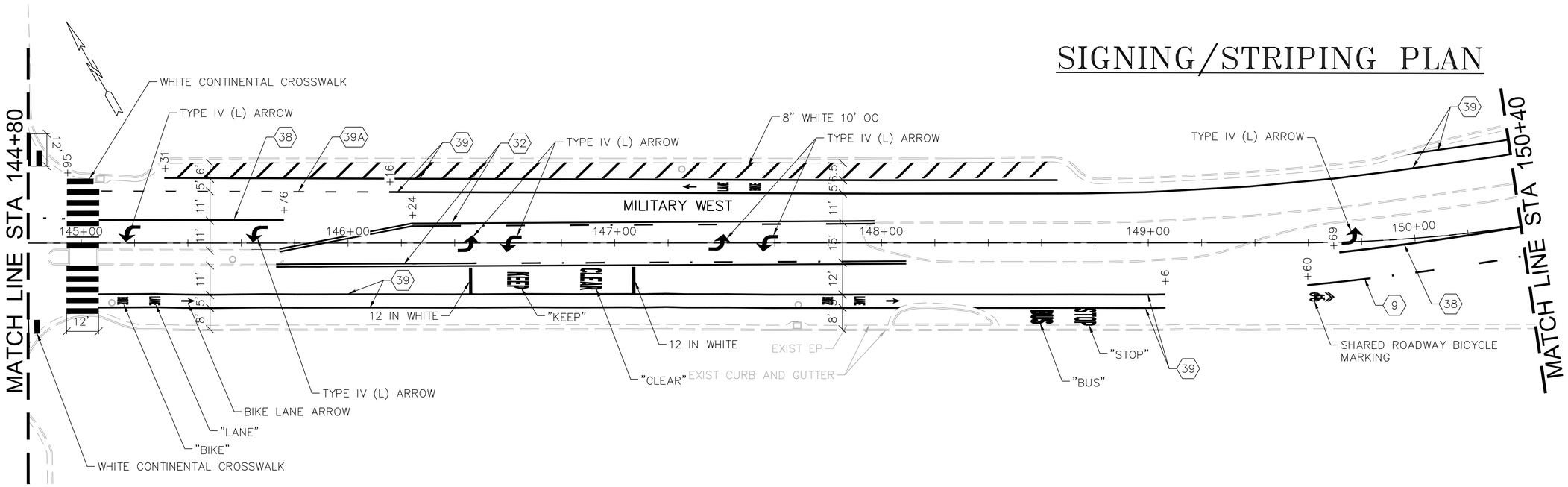
MILITARY WEST
SIGNING AND STRIPING PLAN
STA 133+60 TO 144+80

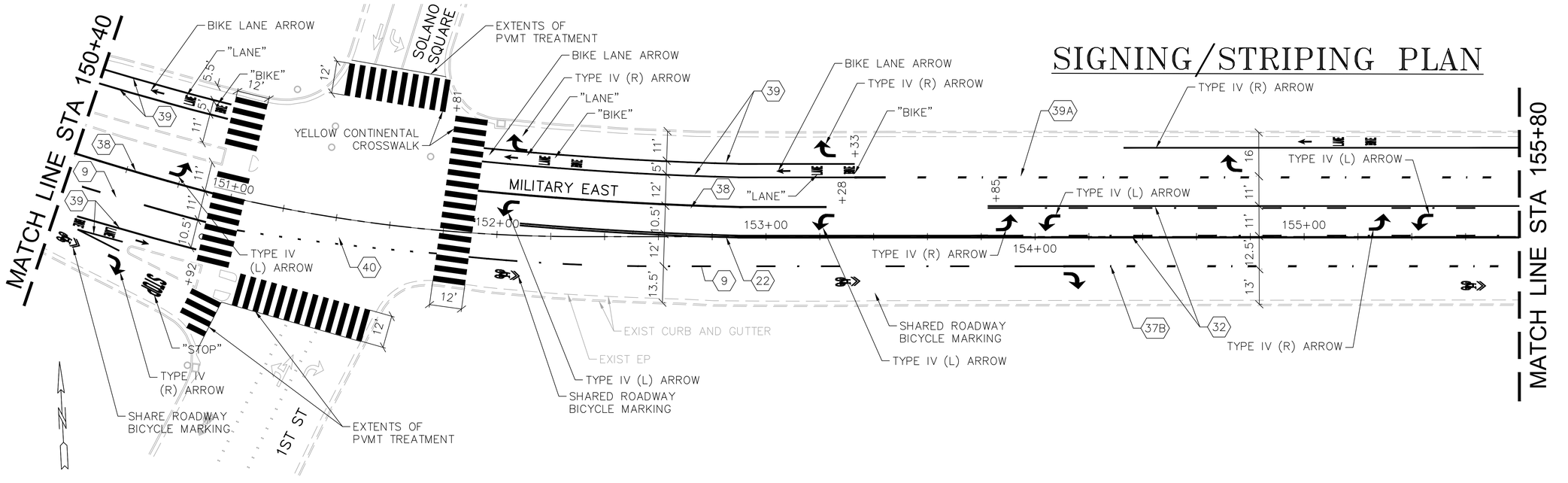
2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS

BENICIA, CALIFORNIA

SHEET NUMBER
32 OF 35

SIGNING/STRIPING PLAN





SIGNING/STRIPING PLAN

NOTES

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SCALE 20 0 20 40 FEET

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HALEY & ALDRICH, INC.
785 Ygnacio Valley Road
Walnut Creek, CA 94596
Tel: 925.935.9771
www.haleyaldrich.com

REGISTERED PROFESSIONAL ENGINEER ★ LYNNE B. FILSON ★ No. 45681 ★ CIVIL ★ STATE OF CALIFORNIA

DATE: 5/1/2025

MILITARY WEST / EAST
SIGNING AND STRIPING PLAN
STA 144+80 TO 155+80

2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS

BENICIA, CALIFORNIA

SHEET NUMBER
33 OF 35

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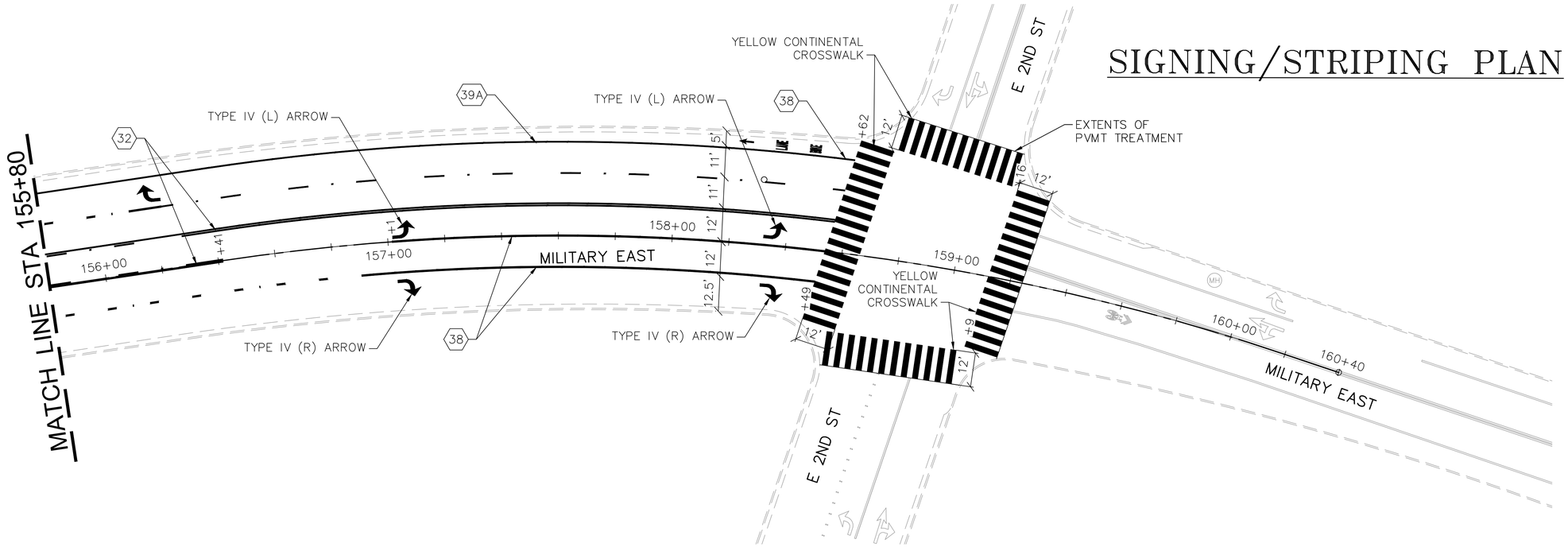
SIGNING/STRIPING PLAN



NOTES

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20 0 20 40
SCALE FEET

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HALEY & ALDRICH, INC.
785 Ygnacio Valley Road
Walnut Creek, CA 94596
Tel: 925.935.9771
www.haleyaldrich.com

REGISTERED PROFESSIONAL ENGINEER ★ LYNNE B. FILSON ★ No. 45681 ★ CIVIL ★ STATE OF CALIFORNIA

DATE: 5/1/2025

MILITARY EAST
SIGNING AND STRIPING PLAN
STA 155+80 TO 160+40

2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS

BENICIA, CALIFORNIA

SHEET NUMBER
34 OF 35

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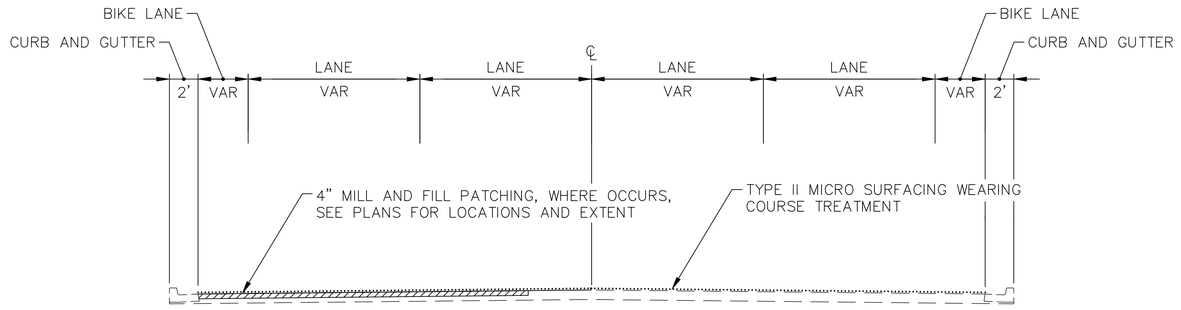
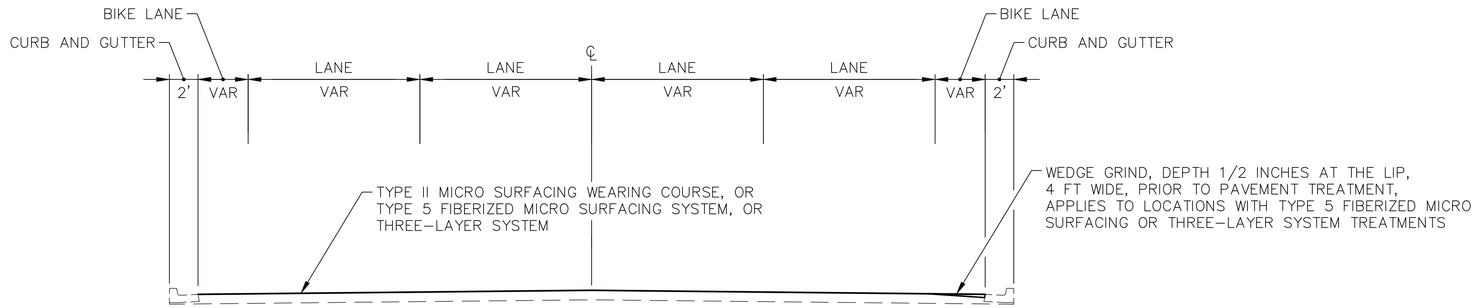


4" MILL AND FILL PATCHING



PAVEMENT SURFACE TREATMENT

5 0 5 10
SCALE FEET

NO.	REVISIONS	DATE	BY

HALEY & ALDRICH, INC.
785 Ygnacio Valley Road
Walnut Creek, CA 94596
Tel: 925.935.9771
www.haleyaldrich.com

LYNNE B. FILSON
No. 45681
REGISTERED PROFESSIONAL ENGINEER
CIVIL
STATE OF CALIFORNIA

DATE: 5/1/2025

MILITARY WEST - MILITARY EAST
PAVEMENT TREATMENTS
TYPICAL SECTIONS

2025 CITYWIDE PAVEMENT
REHABILITATION
AND BICYCLE/PEDESTRIAN
IMPROVEMENTS

BENICIA, CALIFORNIA

SHEET NUMBER
35 OF 35

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DOCUMENT 00 0101

PROJECT MANUAL

for

2025 Citywide Pavement Rehabilitation and Bicycle/Pedestrian Improvements

City Project Nos. 22-04, 22-21, and 23-01
State Aid Project No. HSIPSL-5003(036)
TDA-Article 3 Funds (FY 23/24, FY22/23)
Highway Safety Improvement Program – Cycle 10 Funds

City of Benicia
Public Works Department
City Hall
250 East L Street
Benicia, CA 94510

Bid Due Date: May 29, 2025 at 2:00 pm

Project No. 22-04, 22-21, and 23-01

DOCUMENT 00 0107

SEALS PAGE

Engineer's Attest:

The following Project Manual has been prepared under the supervision of the undersigned.

Plans and Technical Specifications Prepared by:

Lynne Filson, RCE 45681
Engineering Consultant

Reviewed by:

Derek Linsley, RCE 87291
Associate Civil Engineer

Approved by:

Neil Leary, RCE 49318
Deputy Public Works Director/City Engineer

END OF DOCUMENT

DOCUMENT 00 0110

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END OF DOCUMENT

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TECHNICAL SPECIFICATIONS

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30	of 35	April 2025	Military West Signing and Striping Plan Sta 111+20 to 122+40
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34	of 35	April 2025	Military East Signing and Striping Plan Sta 155+80 to 160+40
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END OF DOCUMENT

DOCUMENT 00 1113

NOTICE INVITING BIDS
FOR
CITY OF BENICIA

2025 Citywide Pavement Rehabilitation and Bicycle/Pedestrian Improvements

ARTICLE 1 INVITATION TO BID

1.01 **Notice Inviting Bids:** Bids shall be uploaded electronically to City of Benicia's OpenGov website at: https://procurement.opengov.com/portal/beniciaca/projects/163340 2025 Citywide Pavement Rehabilitation and Bicycle/Pedestrian Improvements web page until **2:00 PM on Thursday May 29, 2025** at which time they will be opened and read online via Microsoft Teams:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZmVhYjEzMzgtNzViZi00MmJiLTg4MjctZjExYmY3YzJlYmVk%40thread.v2/0?context=%7b%22Tid%22%3a%220724e143-aa78-4c64-a0f8-3d652959aabd%22%2c%22Oid%22%3a%22817cf526-3ca2-4acd-9299-d98a0e6387ca%22%7d

Meeting ID: 258 067 500 542

Passcode: PC9Uc9T2

1.02 **Project Description:** Type 5 fiberized micro surface, type 3 micro surface, and polymer modified asphalt rubber chip seal asphalt treatments in two and three-layer systems, digouts, and striping along approximately 1.1 miles of Military East/West. Removal and installation of asphalt concrete, curb, gutter, sidewalk, curb ramps with warning surfaces, crosswalks, rectangular rapid flashing beacons (RRFBs), signing and striping at various location throughout the City of Benicia.

1.03 **Location of Work**: Military West from Mary Farmar Access Road to First Street, and Military East from First Street to East Second Street, Kearney Street Mid-Block, Kearney Street & Rose Drive intersection, Hastings Drive and Southampton Road intersection, Military East and East 5th Street Intersection in Benicia, CA 94510.

1.04 **Opinion of Probable Cost:** The Engineer's Opinion of Probable Costs is approximately **$2,500,000.**

1.05 **Completion of Work:** All work shall be finally completed within **60 Working Days** from the date when the Contract Time commences to run.

1.06 **Procurement of Bidding Documents:** Bidding Documents contain the full description of the Work. Electronic copies of the contract document, specifications and drawings must be obtained at: https://procurement.opengov.com/portal/beniciaca/projects/163340. All bidders must obtain a complete bid set and be on the plan holders list in order to be considered responsive and to receive addenda notifications.

1.07 **Liquidated Damages:** Contractor shall pay Owner **five thousand two hundred dollars ($5,200)** for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

1.08 **Instructions:** Bidders shall refer to Document 00 2113 (Instructions to Bidders) for required documents and items to be submitted as set forth in Paragraph 1.01 above.

1.09 **Pre-Bid Site Visit and Meeting:** None.

1.10 **Bid Preparation Cost:** Bidders are solely responsible for the cost of preparing their Bids.

1.11 **Reservation of Rights:** Owner specifically reserves the right, in its sole discretion, to reject any or all Bids, to re-bid, or to waive inconsequential defects in bidding not involving time, price or

quality of the work. Owner may reject any and all Bids and waive any minor irregularities in the Bids.

ARTICLE 2 LEGAL REQUIREMENTS

2.01 Required Contractor's License(s): A California class **"A"** contractor's license is required to bid this contract. Joint ventures must secure a joint venture license prior to award of this Contract.

2.02 Required Contractor and Subcontractor Registration

A. Owner shall accept Bids only from Bidders that (along with all Subcontractors listed in Document 00 4314, Subcontractor List) are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.

B. Subject to Labor Code Sections 1771.1(c) and (d), any Bid not complying with paragraph 2.02A above, shall be returned and not considered; provided that if Bidder is a joint venture (Business & Professions Code Section 7029.1) or if federal funds are involved in the Contract (Labor Code Section 1771.1(a)), Owner may accept a non-complying Bid provided that Bidder and all listed Subcontractors are registered at the time of Contract award.

2.03 Substitution of Securities: Owner will permit the successful bidder to substitute securities for any retention monies withheld to ensure performance of the contract, as set forth in Document 00 6290 Escrow Agreement For Security Deposits in Lieu of Retention and incorporated herein in full by this reference, in accordance with Public Contract Code Section 22300.

2.04 Prevailing Wage Laws: The successful Bidder must comply with all prevailing wage laws applicable to the Project, and related requirements contained in the Contract Documents. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the Owner's Facilities Development and Management Division, may be obtained from the California Department of Industrial Relations website (http://www.dir.ca.gov/OPRL/dprewagedetermination.htm) and are deemed included in the Bidding Documents. Upon request, Owner will make available copies to any interested party. Also, the successful Bidder shall post the applicable prevailing wage rates at the Site.

2.05 Prevailing Wage Monitoring: This Project is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations.

Dated: _____ _____

Neil Leary
City Engineer
City of Benicia

END OF DOCUMENT

DOCUMENT 00 2100

ACCESS, INDEMNITY AND RELEASE AGREEMENT

Dated _____

POTENTIAL CONTRACTOR: _____

OWNER: CITY OF BENICIA

SITE: KEARNEY STREET MID-BLOCK, KEARNEY STREET & ROSE DRIVE INTERSECTION, HASTINGS DRIVE AND SOUTHAMPTON ROAD INTERSECTION, MILITARY EAST AND EAST 5TH STREET INTERSECTION, MILITARY WEST FROM MARY FARMAR ACCESS ROAD TO FIRST STREET, AND MILITARY EAST FROM FIRST STREET TO EAST SECOND STREET IN BENICIA, CA 94510

PROJECT: 2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS

In consideration of the above-referenced Owner's permitting the undersigned potential Contractor (**Contractor**) to have access to, and to conduct investigations, tests and/or inspections on the Site (**access**), and effective upon such access, Contractor hereby agrees as follows:

1.01 To the greatest extent permitted by law including, without limitation, Civil Code Section 2782, Contractor hereby releases, and shall defend, indemnify, and hold harmless Owner, and its elected officials, officers, employees, consultants, representatives, and agents, and all other parties having any other interest in the Site, against any claim or liability, including attorney's fees, arising from or relating to any Site-related access, investigation, test, inspection and/or other activity conducted by Contractor or any of Contractor's officers, employees, consultants, representatives, and/or agents, except for claims or liability arising out of the sole negligence, active negligence, or willful misconduct of Owner or any released and indemnified party.

1.02 Contractor hereby waives the provisions of Civil Code Section 1542, which provides as follows:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

1.03 Contractor shall repair any damage to the Site or adjacent property resulting from activities authorized hereunder, and comply with and be subject to all other requirements and obligations described or referenced in Document 00 3132 (Geotechnical Data and Existing Conditions).

1.04 Attached hereto (or to be delivered separately before Contractor's visit to the Site) is a certificate for general liability insurance satisfying Contract Documents requirements.

1.05 Although this Access, Indemnity and Release Agreement is not a Contract Document (see Document 00 5200 [Agreement]), it shall be fully effective and binding regardless of whether Contractor submits a Bid for the subject Project, is awarded a contract for the Project, or otherwise.

CONTRACTOR: _____

By: _____
Signature

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

By: _____
Signature

Its: _____
Title (If Corporation: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)

END OF DOCUMENT

DOCUMENT 00 2113

INSTRUCTIONS TO BIDDERS

Bids are requested by Owner, for a general construction contract, or work described in general, as set forth in Document 00 1113 (Notice Inviting Bids) in accordance with the following additional terms.

ARTICLE 1 - PROCEDURES FOR SUBMISSION OF BIDS

1.01 Required Pre-Bid Conference and Site Visit

A. There is no pre-bid conference or site visit for this project.

1.02 Required Pre-Bid Investigations

A. Prior to submission of Bid, Bidder must conduct a careful examination of Bidding Documents and understand the nature, extent, and location of Work to be performed. Refer to Document 00 7200 (General Conditions) on required pre-bid investigations.

B. Any Bidder wishing to investigate subsurface conditions or otherwise conduct invasive investigations, explorations, test, or studies at this Site before bidding, shall schedule such examinations with Owner by providing Owner at least seven (7) days advanced written notice. Additionally, any such Bidder must deliver an executed Document 00 2100 (Access, Indemnity and Release Agreement) and provide an insurance certificate as described therein by noon of the Day prior to the site examination. Bidders who intend only to observe Site conditions and not conduct such examinations are not required to provide an executed Document 00 2100 or an insurance certificate.

C. Bidders may examine any available existing conditions information (e.g., record documents, specifications, studies, drawings of previous work), as well as applicable environmental assessment information (if any) regarding the Project, by giving Owner reasonable advanced notice. Owner will make copies available for a fee. A Bidder must give five (5) days advanced notice if copies are desired.

1.03 Bidder Questions and Answers

A. Bidders must direct all questions about the meaning or intent of Bidding Documents to Owner via Project website: https://procurement.opengov.com/portal/beniciaca/projects/163340. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued via Project website to all parties recorded by Owner as having received Bidding Documents. **Owner may not answer questions received less than 7 Days prior to the date for opening Bids.**

B. Only questions answered by formal written Addenda will be binding. Any other interpretations or clarifications will be without legal effect, and Bidders shall not rely on oral statements.

1.04 Addenda

A. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner. Addenda shall be acknowledged by number in Document 00 4113 (Bid Form) and shall be part of the Contract Documents. A complete listing of Addenda may be secured from Owner.

ARTICLE 2 - RECEIPT OF BIDS

2.01 Date and Time

A. Electronic Bids will be received at the Project website at: https://procurement.opengov.com/portal/beniciaca/projects/163340 until the date and time indicated in Document 00 1113 (Notice Inviting Bids). Bids shall not be received after the specified time. Bidders must submit Bids in accordance with this Document 00 2113.

2.02 Bid Submission: Refer to Document 00 1113 (Notice Inviting Bids)

2.03 Required Contents of Bid Submittals

A. Document 00 4113 (Bid Form). Bidders must submit Bids on Document 00 4113 (Bid Form) in accordance with the provisions of Document 00 4113. Bidders must complete all Bid items and supply all information required by Bid documents and specifications.

B. Document 00 4313 (Bond Accompanying Bid). Bidders must submit Document 00 4313 (Bond Accompanying Bid) accompanied by a cashier's check, certified check (certified without qualification and drawn on a solvent bank of the State of California or a National Bank doing business in the State of California) or completed form of Document 00 4313 of not less than 10% of the base Bid, payable to Owner and completed in accordance with the provisions of Document 00 4313.

C. Document 00 4314 (Bidder Registration Form). Bidders must submit Document 00 4314 (Bidder Registration Form), completed in accordance with the provisions of Document 00 4314.

D. Document 00 4314 (Subcontractors List). Bidders must submit Document 00 4314 (Subcontractors List) completed in accordance with the provisions of Document 00 4314. The Subcontractors List must include the names, location, place of business, and other information required by Document 00 4314, of all subcontractors who will perform any portion of work, including labor, rendering of service, or specially fabricating and installing a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the total Bid amount. Any violation of this requirement may result in a Bid being deemed non-responsive and not being considered. Bidders may, in their discretion, submit all information required in Subcontractors List other than names and places of business, within 24 hours after the deadline established for receipt of Bids.

E. Document 00 4519 (Non-Collusion Affidavit). Bidders must submit Document 00 4519 (Non-Collusion Affidavit) completed in accordance with the provisions of Document 00 4519.

F. Document 00 4546 (Bidder Certifications). Bidders must submit Document 00 4546 (Bidder Certification) completed in accordance with the provisions of Document 00 4546.

G. CARB IUOR Fleet Certification. Bidders must submit Document 00 4548 (California Air Resources Board In-Use Off-Road Diesel-Fueled Fleets Certification) completed, with Bidder's Certificate of Reported Compliance included if applicable, in accordance with the provisions of Document 00 4548. Owner will reject a bid from a Bidder that does not indicate conformance to the California Air Resources Board ("CARB") In-Use Off-Road Diesel-Fueled Fleets requirements (Title 13 CCR sections 2449, 2449.1 and 2449.2).

ARTICLE 3 - BID OPENING AND EVALUATION

3.01 Determination of Apparent Low Bidder

A. Owner will open each Bidders' bid at the time and place indicated in Document 00 1113 (Notice Inviting Bids), initially evaluate them for responsiveness, and determine an Apparent Low Bidder as specified herein and in Document 00 1113 (Notice Inviting Bids) and Document 00 4113 (Bid Form).

B. Apparent Low Bid will be determined solely on the Total Bid Price based on terms contained in Document 00 1113 (Notice Inviting Bids) and Document 00 4113 (Bid Form). All Bidders are required to submit Bids on all Bid items (including any alternates).

C. For the Apparent Low Bidder only, Owner will evaluate the Apparent Low Bidder for responsiveness to the requirements of Document 00 4513 and for Responsibility.

D. If Apparent Low Bidder is determined to be non-responsive or non-responsible, then Owner may proceed to the next Apparent Low Bidder's Bid pursuant to any procedures determined in its reasonable discretion, and proceed for all purposes as if this Apparent Low Bidder were the original Apparent Low Bidder.

3.02 Evaluation of Bids

A. Bids must be full, complete, clearly written and using the required forms. Bidders shall make any change in the Bid by crossing out the original entry, entering and initialing the new entry. Bidder's failure to submit all required documents strictly as required entitles Owner to reject the Bid as non-responsive. All Bidders must submit Bids containing each of the fully executed documents supplied in this Project Manual.

B. In evaluating Bids, Owner will consider Bidders' qualifications, whether or not the Bids comply with the prescribed requirements, unit prices, and other data, as may be requested in Document 00 4113 (Bid Form) or prior to the Notice of Award.

C. Owner may conduct reasonable investigations and reference checks of Bidder and other persons and organizations as Owner deems necessary to assist in the evaluation of any Bid and to establish Bidder's responsibility, qualifications, financial ability, and capability to perform the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Submission of a Bid constitutes Bidder's consent to the foregoing.

D. Owner shall have the right to consider information provided by sources other than Bidder. Owner shall also have the right to communicate directly with Bidder's surety regarding Bidder's bonds.

E. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures will be resolved in favor of the words.

F. Bids shall be deemed to include the written responses of the Bidder to any questions or requests for information of Owner made as part of Bid evaluation process after submission of Bid.

3.03 Reservation of Rights

A. Owner reserves the right to:

1. Reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids, and

2. Reject the Bid of any Bidder as non-responsive as a result of any error or omission in the Bid, and

3. Reject the Bid of any Bidder if Owner believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the Bid is not responsive, the Bidder is unqualified or of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by Owner.

B. For purposes of this paragraph, an "unbalanced Bid" is one having nominal process for some Bid items and enhanced prices for other Bid items.

C. Owner may retain Bid securities and Bid bonds of other than the Apparent Low Bidder for a period of [**120 Days**] after award or full execution of the Contract, whichever first occurs.

D. Owner may waive any informalities or minor irregularities in the Bids.

E. Owner also reserves the right, in its discretion, to reject any or all Bids and to re-Bid the Project.

3.04 Required Contractor and Subcontractor Registration

A. Owner shall accept Bids only from Bidders that (along with all Subcontractors listed in Document 00 4314, Subcontractors List) are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.

B. Subject to Labor Code Sections 1771.1(c) and (d), any Bid not complying with paragraph 3.04.A, above, shall be returned and not considered; provided that if Bidder is a joint venture (Business & Professions Code Section 7029.1) or if federal funds are involved in the Contract (Labor Code Section 1771.1(a)), Owner may accept a non-complying Bid provided that Bidder and all listed Subcontractors are registered at the time of Contract award.

ARTICLE 4 - MANDATORY BID PROTEST PROCEDURES

4.01 Submission of Written Bid Protest

A. Any Bid protest in connection with the construction contract or work described in general in Document 00 1113 (Notice Inviting Bids) must be submitted in writing to the City Manager by email or by personal delivery or overnight mail (to Danielle Bonham, Public Works Director, Public Works Department, City Hall, 250 East L Street, Benicia, California 94510) before **3:30 p.m.** of the fifth Business Day following the posting of Document 00 5050 (Notice of Intent to Award for Construction) at https://procurement.opengov.com/portal/beniciaca/projects/163340 Owner will use reasonable efforts to deliver by facsimile or email a copy of Document 00 5050 to all Bidders who submitted Bids no later than the Business Day after issuance, although any delay or failure to do so will not extend the Bid protest deadline described herein.

B. The initial protest document must contain a detailed description of the legal and/or factual grounds for the protest and all supporting documentation. For protests containing elements not based on publicly released information, the protest must contain documentation clearly showing the date on which the protestor received the information.

C. The protest must refer to the specific portion of the document that forms the basis for the protest.

D. The protest must include the name, address, and telephone number of the person representing the protesting party.

E. The protest must include the signature of the protester or authorized representative of the protester.

F. The protest must contain the solicitation number and title under which the protest is submitted.

G. The protest must state the form of relief requested.

H. Only Bidders who the Owner otherwise determines are responsive and responsible are eligible to protest a Bid; protests from any other Bidder will not be considered. In order to determine whether a protesting Bidder is responsive and responsible, Owner may evaluate all information contained in any protesting Bidder's Bid and conduct the same investigation and evaluation as Owner is entitled to take regarding an Apparent Low Bidder.

I. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

J. A bidder whose bid has been protested by another bidder may submit to the City Manager a written response to the protest by email or by personal delivery or overnight mail (to Danielle Bonham, Public Works Director, Public Works Department, City Hall, 250 East L Street, Benicia, California 94510) so that it is received by the City no later than seven calendar days after the protest has been served by the protesting bidder.

K. The City Manager or designee shall have up to ten calendar days to decide whether to approve or reject the protest. The written decision of the City Manager or designee on the protest shall be served upon the protesting bidder and any bidder subject to the protest within 14 calendar days of receipt of the bid protest. The City Manager or designee may extend the 10 calendar days if necessary to review additional information requested from any bidder.

L. If the subject matter of the solicitation or project is receiving any State or federal funds which require a protest procedure different than the procedures stated above, then that protest procedure shall control.

M. This administrative procedure and the time limits set forth herein are mandatory. Failure to comply with these mandatory procedures shall constitute a waiver of any right to pursue the bid protest, including filing a Government Code claim or any legal proceedings or actions.

4.02 Exclusive Remedy

A. The procedure and time limits set forth in this Article 4 are mandatory and are Bidder's sole and exclusive remedy in the event of Bid protest. Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or other legal proceedings. A Bidder may not rely on a protest submitted by another Bidder but must timely pursue its own protest.

ARTICLE 5 - AWARD AND EXECUTION OF CONTRACT

5.01 Notice of Award and Submittal of Executed Contract Documents

A. If Contract is to be awarded, it will be awarded to the lowest responsible responsive Bidder. Owner will issue Document 00 5100 Notice of Award. Such Award, if made, will be made within ninety (90) days after the opening of the Bid Proposals.

B. Successful Bidder must execute and submit to Owner the "Required Contract Documents and Proof of Insurance" set forth below, by 5:00 p.m. of the [5th Day] following the Notice of Award.

5.02 Required Contract Documents and Proof of Insurance for Phase I Work

A. Work Authorization for Pre-Construction Services, fully executed by successful Bidder. Submit four originals, each bearing an original signature on the signature page and initials on each page.

B. Insurance certificates and endorsements required by Document 00 7316 (Supplementary Conditions—Insurance): Submit one original set.

C. Any other items identified by Owner in Document 00 5100 (Notice of Award).

5.03 Required Contract Documents and Proof of Insurance for Phase II Work

A. Document 00 5200 (Agreement), fully executed by successful Bidder. Submit four originals, each bearing an original signature on the signature page and initials on each page.

B. Document 00 6113.13 (Construction Performance Bond), fully executed by successful Bidder and surety, in the amount set forth in Document 00 6113.13. Submit one original.

C. Document 00 6113.16 (Construction Labor and Material Payment Bond), fully executed by successful Bidder and surety, in the amount set forth in Document 00 6113.16. Submit one original.

D. Document 00 6536 (Guaranty), fully executed by successful Bidder. Submit one original, bearing an original signature on the signature page and initials on each page.

E. Insurance certificates and endorsements required by Document 00 7316 (Supplementary Conditions—Insurance): Submit one original set.

F. Any other items identified by Owner in Document 00 5100 (Notice of Award).

5.04 Failure to Execute and Deliver Documents:

A. If Bidder to whom the Contract is awarded, within the period described in this Document 00 2113, fails or neglects to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, Owner may, in its sole discretion, rescind the award, recover on Bidder's surety bond, or deposit Bidder's cashier's check or certified check for collection, and retain the proceeds thereof as liquidated damages for Bidder's failure to enter into the Contract Documents. Bidder agrees that calculating the damages Owner may suffer as a result of Bidder's failure to execute and deliver all required Contract Documents would be extremely difficult and impractical and that the amount of Bidder's required Bid security shall be the agreed and presumed amount of Owner's damages.

B. Upon Bidder's failure to timely deliver all required Contract Documents as set forth herein, Owner may determine the next Apparent Low Bidder and proceed accordingly. GENERAL CONDITIONS AND REQUIREMENTS

ARTICLE 6 - GENERAL CONDITIONS AND REQUIREMENTS

6.01 Modification of Commencement of Work:

A. Owner expressly reserves the right to modify the date for the Commencement of Work under the Contract and to independently perform and complete work related to Project. Owner accepts no responsibility to Contractor for any delays attributed to its need to complete independent work at the Site.

B. Owner shall have the right to communicate directly with Apparent Low Bidder's proposed performance bond surety, to confirm the performance bond. Owner may elect to extend the time to receive faithful performance and labor and material payment bonds.

6.02 Conformed Project Manual:

A. Following Award of Contract, Owner may prepare a conformed Project Manual reflecting Addenda issued during bidding, which will, failing objection, constitute the approved Project Manual.

6.03 Payment Bond:

A. Because Phase II of the Project described in Document 00 1113 (Notice Inviting Bids) involves an expenditure in excess of twenty-five thousand dollars ($25,000), the successful Bidder must file a payment bond with and approved by Owner prior to entering upon the performance of Phase II of the Work, in accordance with Civil Code Section 9550, *et seq*.

6.04 Performance Bond:

A. The successful Bidder must file a performance bond with and approved by Owner prior to entering upon the performance of the Work.

6.05 Wage Rates:

A. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the Owner's [**Facilities Development and Management Division**] and may be obtained from the California Department of Industrial Relations website [http://www.dir.ca.gov/OPRL/dprewagedetermination.htm] and are deemed included in the Bidding Documents. Upon request, Owner will make available copies to any interested party. Also, Contractor shall post the applicable prevailing wage rates at the Site.

6.06 Withdrawal of Bids:

A. Bidders may withdraw their Bids at any time prior to the Bid opening time fixed in this Document 00 2113, only by written request for the withdrawal of Bid filed with Owner care of Neil Leary, City Engineer, Public Works Department, City Hall, 250 East L Street, Benicia, California 94510. Bidder or its duly authorized representative shall execute request to withdraw Bid.

6.07 Ineligible Contractors and Subcontractors:

A. Owner will reject a Bid from a Bidder who is ineligible to bid or work on, or be awarded, a public works project pursuant to Labor Code Section 1777.1 or 1777.7. Bidders and the Contractor who is awarded the project contract shall not utilize, or allow work by, any subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Labor Code Section 1777.1 or 1777.7. (See Public Contract Code Section 6109.) The California Division of Labor Standards Enforcement publishes a list of debarred contractors and subcontractors on the Internet at www.dir.ca.gov/DLSE/debar.html.

6.08 Public Records Act Requests:

A. In accordance with the California Public Records Act, Owner will make available to the public Bidder's SOQ, all correspondence and written questions submitted during the Bid period, all Bid submissions opened in accordance with the procedures set forth herein, and all subsequent Bid evaluation information. All submissions not opened will remain sealed and shall be returned to the submitter. Except as otherwise require by law, Owner will not disclose trade secrets or proprietary financial information submitted by Bidders that has been designated as confidential by Bidder (including, without limitation, the SOQ). Any such trade secrets or proprietary financial information

that Bidder believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific confidential information must be clearly identified as such.

B. Upon a request for records regarding this Bid, Owner will notify the Bidder involved, within ten Days from receipt of the request, when the records will be made available for inspection. If the Bidder timely identifies any "proprietary, trade secret, or confidential commercial or financial" information that Bidder determines is not subject to public disclosure, and requests that Owner refuse to comply with the records request, Bidder will, at its sole expense, take all appropriate legal action and defend Owner's refusal to produce the information in all forums; otherwise Owner will make such information available to the extent require by applicable law, without restriction.

C. Information disclosed in the Statement of Qualifications and the attendant opened submissions are the property of Owner unless Bidder makes specific reference to data that is considered proprietary. Subject to the requirements in the Public Records Act, reasonable efforts will be made to prevent the disclosure of information except on a need-to-know basis during the evaluation process.

6.09 Substitutions:

A. Bidders must base their Bids on products and systems specified in Contract Documents or listed by name in Addenda. Owner will consider substitution requests only for "or equal items."

Bidders wanting to use "or equal" item(s) may submit Document 00 6325 (Substitution Request Form) no later than **5** Days after Notice of Award. To assess "or equal" acceptability of product or system, request(s) for substitution must contain the information required in Document 00 6325. Insufficient information will be grounds for City to reject the substitution. City will, within a reasonable time, after having received a request for substitution, issue in writing its decision as to whether the proposed substitution is an "or equal" item compatible to City systems, durability, and quality. City's decision shall be conclusive as to all Bidders. Substitutions approved before Bid day will be listed in Addenda and become part of the Contract Documents.

As a limitation on Bidder's privilege to request substitution of "or equal" items, Owner has found that certain items are designated as Owner standards and certain items are designated to match existing items in use on a particular public improvement either completed or in the course of completion or are available from one source. As to such items, Owner will not permit substitution. Such items (if any) are described in Document 00 1113 (Notice Inviting Bids).

6.010 Definitions:

A. All abbreviations and definitions of terms used in this Document 00 2113 (Instructions to Bidders) are set forth in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions).

6.011 Project Labor Agreement

A. If your bid is greater than or equal to five hundred thousand dollars ($500,000), then as a condition of being awarded the contract, you will be required to sign a project labor agreement (PLA)(sample is attached as Appendix to the Project Manual) with the Napa-Solano Building and Construction Trades Council and various craft unions.

B. The PLA must be entered into within 14 calendar days after the City has provided notification that you are the apparent lowest bidder or before the Notice to Proceed, whichever comes first. All subcontractors, as a condition of working on the project, will be required to sign the PLA. You must obtain all required signatures for execution of the PLA in cooperation with the Napa-Solano Building and Construction Trades Council. Contact Mr. Danny Bernardini, Secretary-Treasurer, at (707)426-6454 to coordinate execution of the PLA.

END OF DOCUMENT

DOCUMENT 00 3132

GEOTECHNICAL DATA AND EXISTING CONDITIONS

ARTICLE 1 REPORTS AND INFORMATION ON EXISTING CONDITIONS

1.01 Inspection of Reports:

A. Owner, its consultants, and prior contractors may have collected documents providing a general description of the Site and conditions of the Work. These documents may consist of geotechnical reports for and around the Site, contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, information regarding Underground Facilities, and hazardous material surveys or information (collectively, **Existing Conditions Data**.)

B. Bidders may inspect Geotechnical and Existing Conditions Data. These documents are listed in Section 01 1100 (Summary of Work) and are available for review at the address identified therein. Copies may be obtained for the cost of reproduction and handling upon Bidder's payment for the costs.

C. Existing Conditions Data is for information purposes only and does not describe labor, materials or equipment furnished by Contractor, but rather, information regarding conditions of the work. Such Existing Conditions Data is not a Contract Document.

ARTICLE 2 USE OF EXISTING CONDITIONS DATA

2.01 Above-Ground Existing Conditions:

A. Owner makes no warranty or representation of existing aboveground conditions, as-built conditions, or other aboveground actual conditions verifiable by reasonable independent investigation. These conditions are verifiable by Bidder by the performance of its own independent investigation that Bidder must perform prior to bidding and Bidder must not rely on the information supplied by Owner regarding such existing conditions.

B. Bidder represents and agrees that in submitting its Bid, it is not relying on any information regarding above-ground existing conditions supplied by Owner.

2.02 Underground Facilities:

A. Information supplied regarding existing Underground Facilities at or contiguous to the Site is based on information furnished to Owner by others (e.g., the builders of such Underground Facilities or others).

B. Owner assumes responsibility for only the general accuracy, completeness or thoroughness of information regarding Underground Facilities that are owned by Owner. This express assumption of responsibility applies only if Bidder has conducted the independent investigation required of it under Document 00 7200 (General Conditions) and discrepancies were not apparent. Bidder is solely responsible for any interpretation or conclusion drawn from this information. Owner is not responsible for information regarding Underground Facilities that are owned by others.

2.03 Hazardous Materials Surveys:

A. Bidders may rely on this data and information for general accuracy regarding the locations of potentially hazardous materials subject of the Work. Owner does not warrant and makes no representation regarding the completeness or thoroughness of any data or information regarding existing conditions or hazardous materials including, without limitation, quantities, characteristics, volumes, or associated structural features. Bidder represents and agrees that in submitting a Bid it is not relying on any such data, information or deductions.

B. Data and information regarding the locations of hazardous materials are not part of Contract Documents.

2.04 Geotechnical Data:

A. Bidder may rely upon the general accuracy of the "technical data" contained in the geotechnical reports and drawings identified above, but only insofar as it relates to subsurface conditions, provided Bidder has conducted the independent investigation required of it and discrepancies were not apparent.

B. The term **"technical data"** shall include actual reported depths, reported quantities, reported soil types, reported soil conditions, and reported material, equipment, or structures that were encountered during subsurface exploration. The term "technical data" does not include, and Bidder may not rely upon, any other data, interpretations, opinions or information shown or indicated in such drawings or reports that otherwise relate to subsurface conditions or described structures. The term "technical data" shall not include the location of Underground Facilities.

C. Bidder may not rely on the completeness of reports and drawings for the purposes of bidding or construction. Bidder is solely responsible for any interpretation or conclusion drawn from any "technical data" or any other data, interpretations, opinions, or information contained in supplied geotechnical data.

2.05 Except as expressly set forth in this Document 00 3132,

A. Owner does not warrant, and makes no representation regarding, the accuracy or thoroughness of any geotechnical and existing conditions data.

B. Bidder represents and agrees that in submitting its Bid, it is not relying on any geotechnical and existing conditions data supplied by Owner, except as specifically set forth herein.

ARTICLE 3 INVESTIGATIONS

3.01 Required Investigations:

A. Before submitting a Bid, each Bidder shall be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of Contract Documents.

B. Bidders shall advise Owner in writing during the Bid period of any questions, suppositions, inferences or deductions Bidders may have for Owner's review and response.

C. Owner has provided time in the period prior to bidding for Bidder to perform these investigations.

3.02 Access to Site for Investigations:

A. During the Pre-Bid Site Visit(s), Owner will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a Bid, provided that invasive testing will be permitted only to the extent provided in Document 00 2113 (Instructions to Bidders), and provided that each Bidder seeking access to conduct such investigations provides Document 00 2100 (Access, Indemnity and Release Agreement). Bidders must fill all holes and clean up and restore the Site to its former conditions upon completion of such explorations, investigations, tests, and studies. Such investigations may be performed only under the provisions of Document 00 2113 (Instructions to Bidders) and Document 00 7200 (General Conditions) including, without limitation, proof of insurance and obligation to indemnify against claims arising from such investigation work. Each Bidder shall supply all equipment required to perform any investigations as each Bidder deems necessary. Owner has the right to limit the number of pieces of machinery operating at any one time due to safety concerns or in order to protect or maintain the Site from potential damage or interruption to general operational activities.

END OF DOCUMENT

DOCUMENT 00 4113

BID FORM

TO THE CITY OF BENICIA

THIS BID IS SUBMITTED BY:

_____

(Firm/Company Name)

2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS
CITY PROJECT NOS. 22-04, 22-21, AND 23-01

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the **CITY OF BENICIA** in the form substantially similar to the that included in the Contract Documents, Document 00 5200 (Agreement) or has attached proposed modifications to the form of Contract as an Addendum to this confirmation of Acceptance, and to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 1113 (Notice Inviting Bids), and Document 00 2113 (Instructions to Bidders) including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 120 Days after the day of Bid opening.

3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, attended the mandatory Pre-Bid Meeting, if any, received the Pre-Bid Meeting minutes (if any), and received the following Addenda:

Addendum Number	Addendum Date	Signature of Bidder

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

SCHEDULE OF BID PRICES

All Bid items, including lump sums, unit prices and alternates (if any), must be filled in completely. Bid items are described in Section 01 1100 (Summary of Work). Quote in figures only unless words are specifically requested.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS		
2	Traffic Control System	1	LS		
3	Portable Changeable Message Boards	1	LS		
4	Water Pollution Control Program	1	LS		
5	Clearing and Grubbing	1	LS		
PAVEMENT REHABILITATION / ROADWAY IMPROVEMENTS – MILITARY WEST/EAST					
6	Remove Existing Striping	1	LS		
7	Curb, Gutter, and Pavement Repair (near STA 122+00)	1	LS		
8	HMA Type A – 4 Inch Depth – Grind and Replace Areas	280	TON		
9	Cold Plane Asphalt Concrete Pavement (1/8" Depth)	400	SY		
10	Tapered Keycut (Wedge Grind, 4 Feet Wide, ½" Depth)	7,500	LF		
11	Type III Microsurface – 3 Layer Treatment – Bottom Layer	36,300	SY		
12	Asphalt Rubber Chip Seal – 3 Layer Treatment – Middle Layer	13,000	SY		
13	Type II Microsurface – 3 Layer Treatment – Top Layer	40,800	SY		
14	Adjust Monument Cover to Grade	8	EA		
15	Adjust Manhole Cover to Grade	8	EA		
16	Adjust Utility Cover to Grade	35	EA		
SIGNING AND STRIPING – MILITARY WEST/EAST					
17	Thermoplastic Traffic Stripe – Detail 9	3,600	LF		
18	Thermoplastic Traffic Stripe – Detail 22	3,000	LF		
19	Thermoplastic Traffic Stripe – Detail 29	4,000	LF		
20	Thermoplastic Traffic Stripe – Detail 32	2,700	LF		
21	Thermoplastic Traffic Stripe – Detail 37B	800	LF		
22	Thermoplastic Traffic Stripe – Detail 38	1,100	LF		
23	Thermoplastic Traffic Stripe – Detail 39	14,000	LF		
24	Thermoplastic Traffic Stripe – Detail 39A	2,000	LF		
25	Thermoplastic Traffic Stripe – Detail 40	200	LF		
26	Thermoplastic Traffic Stripe – Detail 41	450	LF		
27	Thermoplastic Pavement Marking (White)	3,000	SF		
28	Thermoplastic Pavement Marking (Yellow)	500	SF		
29	Thermoplastic Pavement Marking (Green)	3,000	SF		
30	Paint Curb (2-Coat, Red)	150	SF		
KEARNEY MID-BLOCK, KEARNEY AND ROSE, HASTINGS AND SOUTHAMPTON, MILITARY EAST AND EAST 5TH STREET (HSIP 10)					
31	Remove Concrete – Sidewalk, C&G, Curb Ramp	2,700	SF		
32	Remove Asphalt Concrete Pavement	5,760	SF		
33	Remove Stamped Concrete	245	SF		

34	HMA Type A – Variable Depth	180	TON		
35	Minor Concrete – Curb Ramp (Type A)	660	SF		
36	Minor Concrete – Curb Ramp (Type C)	110	SF		
37	Minor Concrete (Curb and Gutter)	800	LF		
38	Minor Concrete (Sidewalk)	1,200	SF		
39	Concrete (Ditch Lining)	1	CY		
40	Detectable Warning Surface	210	SF		
41	Minor Concrete (Stamped Concrete)	670	SF		
42	Minor Concrete – Curb and Gutter	815	LF		
43	Remove and Replace Fence (Split Rail, Wood Post)	25	LF		
44	RRFB 1-Way (Including Signs)	2	EA		
45	RRFB 2-Way (Including Signs)	3	EA		
46	Remove Sign and Post	4	EA		
47	Remove Sign (Post to Remain)	2	EA		
48	Relocate Sign to Existing Post	2	EA		
49	New Sign and Post	5	EA		
50	New Sign on Existing Post	4	EA		
51	Remove Existing Striping	1	LS		
52	Thermoplastic Traffic Stripe – Detail 22	340	LF		
53	Thermoplastic Traffic Stripe – Detail 25B	265	LF		
54	Thermoplastic Traffic Stripe – Detail 38	120	LF		
55	Thermoplastic Traffic Stripe – Detail 39	560	LF		
56	Thermoplastic Pavement Marking (White)	320	SF		
57	Thermoplastic Pavement Marking (Yellow)	1,255	SF		
58	Drainage Inlet	1	EA		
59	Relocate Irrigation Controller	1	EA		
60	Remove and Replace Bollard	1	EA		
61	Paint Curb (2-Coat, Red)	160	SF		
MILITARY WEST PEDESTRIAN IMPROVEMENTS STA. 124+75 TO STA. 134+15 (TDA-3 FY23/24)					
62	Remove Asphalt Concrete Pavement	3,600	SF		
63	HMA Type A – 9 Inch Depth	90	TON		
64	Minor Concrete (Retaining Wall)	550	SF		
65	Minor Concrete (Curb and Gutter)	940	LF		
66	Minor Concrete (Sidewalk)	4,400	SF		
67	Drain Connection to Existing Catch Basin	1	EA		
68	Small Rock Slope Protection	1	LS		
69	Downdrain Tee Adjustment	1	EA		
MILITARY WEST AND WEST 3RD STREET PEDESTRIAN IMPROVEMENTS (TDA-3 FY22/23)					
70	Remove Concrete – Sidewalk, C&G, Curb Ramp	1,170	SF		
71	Remove Asphalt Concrete Pavement	620	SF		
72	Remove Concrete Pavers	30	SF		
73	HMA Type A – 9 Inch Depth	16	TON		
74	Minor Concrete – Curb Ramp (Type A)	90	SF		
75	Minor Concrete – Curb Ramp (Type C)	200	SF		
76	Minor Concrete – Curb Ramp (Type G)	30	SF		
77	Minor Concrete (Sidewalk)	900	SF		
78	Detectable Warning Surface	50	SF		
79	Minor Concrete – Curb and Gutter	150	LF		
80	Adjust Utility Boxes to Grade	1	EA		
81	Type I Pedestrian Barricade 2’	1	EA		
82	Remove Existing Striping	1	LS		
83	Thermoplastic Pavement Marking (White)	60	SF		
84	Thermoplastic Pavement Marking (Yellow)	1,500	SF		

85	Thermoplastic Pavement Marking (Green)	60	SF		
				BID TOTAL PRICE	**$**

TOTAL BASE BID PRICE:

_____
(Indicate Bid Price in Words)

BID ALTERNATE 1 – CRACK SEALING

ITEM	**DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT PRICE**	**TOTAL**
84	Crack Treatment (Asphalt Concrete Pavement)	50,000	LF		
				BID TOTAL PRICE	**$**

TOTAL BID ALTERNATE 1 PRICE:

_____
(Indicate Bid Price in Words)

5. The undersigned acknowledges that the Apparent Low Bidder will be determined as provided in Documents 00 1113 (Notice to Bidders) and Document 00 2113 (Instruction to Bidders).

6. Subcontractors for work are listed on Document 00 4314 (Subcontractors List), submitted herewith.

7. The undersigned Bidder understands that Owner reserves the right to reject this Bid.

8. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00 4113 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 2113 (Instructions to Bidders) within the times specified therein.

9. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.

10. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00 2113 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to the **CITY OF BENICIA**.

11. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00 7200 (General Conditions) and to complete all Work within the time specified in Document 00 5200 (Agreement).

12. The undersigned Bidder agrees that, in accordance with Document 00 7200 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 5200 (Agreement) shall be as set forth in Document 00 5200.

13. The names of all persons interested in the foregoing Bid as principals are: _____

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

NAME OF BIDDER: _____

licensed in accordance with an act for the registration of Contractors, and with license number:_____ Expiration: _____.

_____

(Place of Incorporation, if Applicable) (Principal)

_____
(Principal)

_____
(Principal)

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

_____
(Signature of Bidder)

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: _____

_____

_____

Contractor's Representative(s): _____
(Name/Title)

Officers Authorized to Sign Contracts

_____
(Name/Title)

_____
(Name/Title)

_____
(Name/Title)

_____
(Name/Title)

_____
(Name/Title)

Telephone Number(s):

_____
(Area Code) (Number)

_____
(Area Code) (Number)

Fax Number(s):

_____
(Area Code) (Number)

_____
(Area Code) (Number)

Email Address(es): _____

_____

Date of Bid: _____

END OF DOCUMENT

DOCUMENT 00 4313

BOND ACCOMPANYING BID

KNOW ALL BY THESE PRESENTS:

That the undersigned

_____,
(Name of Contractor)

as Principal and the undersigned as Surety are held and firmly bound unto Owner, **CITY OF BENICIA, a political subdivision of the State of California**, as obligee, in the penal sum of **(Dollar Amount In Words)** _____ Dollars **($**_____ _____**)** lawful money of the United States of America being at least ten percent (10%) of the aggregate amount of said Principal's base Bid, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal is submitting a Bid for 2025 Citywide Pavement Rehabilitation and Bicycle/Pedestrian Improvements Project

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be accepted and the Contract be awarded to said Principal and said Principal shall within the required periods enter into the Contract so awarded and provide the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, Guaranty, and all other endorsements, forms, and documents required under Document 00 2113 (Instructions to Bidders), then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this _____ day of _____, 2025.
(Month)

(Corporate Seal) By _____
Principal

By _____
Surety

(Corporate Seal) By _____
Attorney in Fact

END OF DOCUMENT

DOCUMENT 00 4314

BIDDER REGISTRATION FORM

INDEPENDENT CONTRACTOR REGISTRATION

Contractor's License # _____

Date: _____ Fed Tax I.D. # _____

Full Corporate Name of Company: _____

Street Address: _____

_____

Mailing Address: _____

_____

Phone: _____ Fax: _____

Name of Principal Contact: _____

Type of Business: _____ Sole Proprietor _____ Partnership
_____ Non-Profit 501(c)(3) _____ Corporation
_____ other (please explain:_____)

INSURANCE (Complete all items listed below that are applicable and/or are required by Document 00 7316, Supplementary Conditions – Insurance and Indemnification)

Workers' Compensation:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

General Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: $ _____

A.M. Best Rating: _____

Automobile Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: $ _____

A.M. Best Rating: _____

All-Risk Course of Construction:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: $ _____

A.M. Best Rating: _____

Professional Liability (if applicable):

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: $ _____

A.M. Best Rating: _____

Pollution Legal Liability Insurance (if applicable):

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: $ _____

A.M. Best Rating: _____

Excess Liability Insurance (if applicable):

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: $ _____

A.M. Best Rating: _____

Other Liability Insurance (if applicable):

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: $ _____

A.M. Best Rating: _____

BIDDER CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

BIDDER: _____
(COMPANY NAME)

By: _____ _____
NAME TITLE

By: _____ _____
SIGNATURE DATE

SAFETY AND EXPERIENCE RECORD

The following statements as to the Bidder's safety experience are submitted with the Bid, as part thereof, and the Bidder guarantees the truthfulness and accuracy of all information.

1. List Bidder's interstate Experience Modification Rate for the last three years.

   2022 _____ **2023** _____ **2024** _____

   If Bidder was not eligible to obtain a formal rating from the Workers Compensation Insurance Rating Bureau for any of the years listed above, Bidder must submit written information from its workers compensation insurance company that establishes what Bidder's equivalent EMR would be.

2. Total Recordable Incident Rates (RIR)

   What were Bidder's Total RIR for each of the last three years?

   2022 _____ **2023** _____ **2024** _____

   Average of last three years: _____ (no rounding)

3. Total Lost Time Incident Rates (LTIR)

   What were Bidder's Total LTIR for each of the last three years?

   2022 _____ **2023** _____ **2024** _____

   Average of last three years: _____ (no rounding)

4. Use Bidder's last year's Cal/OSHA 300 log to fill in the following number of injuries and illnesses:

   a. Number of lost workday cases _____

   b. Number of medical treatment cases _____

   c. Number of fatalities _____

5. Employee hours worked last year _____

6. State the name of Bidder's safety engineer/manager:

Attach a resume or outline of this individual's safety and health qualifications and experience.

I CERTIFY, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND I AUTHORIZE OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

BIDDER:

By: _____
Signature

Its: _____
Title

Date_____

END OF DOCUMENT

DOCUMENT 00 4336

SUBCONTRACTORS LIST

Name of Subcontractor and Location of Place of Business	Description of Work	Subcontractor's License No.	DIR Registration Number

(Bidder to attach additional sheets if necessary)

(PUBLIC CONTRACT CODE §4100 ET SEQ.)

END OF DOCUMENT

DOCUMENT 00 4519

NON-COLLUSION DECLARATION

PUBLIC CONTRACT CODE SECTION 7106

NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[**date**], at _____[**city**], _____ [**state**].

BIDDER'S SIGNATURE: _____

NAME/TITLE OF SIGNATORY: _____

LEGAL NAME OF BIDDER: _____

END OF DOCUMENT

DOCUMENT 00 4546

BIDDER CERTIFICATIONS

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to Owner as set forth in sections 1 through 10**,** below.

1. STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

2. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

By my signature hereunder, as the Contractor, I certify that I am aware of the Labor Code Section 3700, which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as the Contractor, I certify that I am aware of Labor Code Section 1773, which requires the payment of prevailing wage on public projects. Contractor and any subcontractors under the Contractor shall comply with Labor Code Section 1776 regarding wage records, and with Labor Code Section 1777.5 regarding the employment and training of apprentices. Contractor is responsible to ensure compliance by any and all subcontractors performing work under this Contract.

4. CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE

By my signature hereunder, as the Contractor, I certify that I am aware of Labor Code Sections 1777.1 and 1777.7 Code, and Contractor and Subcontractors are eligible to bid and work on public works projects.

5. CERTIFICATION OF NON-DISCRIMINATION

By my signature hereunder, as the Contractor, I certify that there will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, age or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principal of equal opportunity in employment will be demonstrated positively and aggressively.

6. CERTIFICATION OF NON-DISQUALIFICATION

By my signature hereunder, as the Contractor, I swear, under penalty of perjury, that the below indicated Bidder, any officer of Bidder, or any employee of Bidder who has a proprietary interest in such Bidder, has never been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or safety regulation, except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If a statement of "Previous Disqualifications" is attached, please explain the circumstances.

7. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Bid, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the

labor or services to be provided. I understand that Owner will be relying on this certification if it awards the Contract to the undersigned.

8. CERTIFICATION REGARDING DIR CONTRACTOR / SUBCONTRACTOR REGISTRATION

By my signature hereunder, as the Contractor, I certify that Contractor, and all Subcontractors listed on Document 00 4336 (Subcontractors List) are the subject of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code. Contractor's registration number is ***[please complete]*** _____. Subcontractors' registration numbers are as indicated in Document 00 4314.

BIDDER: _____
(Name of Bidder)

Date: _____, **2025** By: _____
(Signature)

Name: _____
(Print Name)

Its: _____
(Title)

END OF DOCUMENT

DOCUMENT 00 4548

IN-USE OFF-ROAD DIESEL-FUELED FLEETS CERTIFICATION

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to Owner as set forth in sections 1 through 2, below.

1. **Certification of Compliance.** I hereby certify that I and all of my Subcontractors will conform to the California Air Resource Board (CARB) In-Use Off-Road Diesel-Fueled Fleets requirements for all work involving the use of vehicles subject to the regulations, including, without limitation, as applicable, the Contracting Requirements in Title 13 CCR section 2449, subdivision (i), subparts (1) – (4), and the Prime Contractor Requirements in Title 13 CCR section 2449, subdivision (j), subparts (1) – (5).

2. **Instructions**. Check one (1) box below.

   ☐ Bidder's current CARB issued Certificate of Reported Compliance accompanies this Certification. (If this box is checked, the Certificate ***must be*** provided.)

   ☐ Bidder certifies that its work on the Project (including work of its Subcontractors) does not involve the use of vehicles subject to the CARB In-Use Off-Road Diesel-Fueled Fleets requirements.

BIDDER: _____
(Name of Bidder)

Date: _____, 2025 By: _____
(Signature)

Name: _____
(Print Name)

Its: _____
(Title)

END OF DOCUMENT

DOCUMENT 00 5050

NOTICE OF INTENT TO AWARD FOR CONSTRUCTION

DATE POSTED:

PROJECT TITLE: **CITY OF BENICIA**

2025 Citywide Pavement Rehabilitation and Bicycle/Pedestrian Improvements

_____, the _____ of

Owner intends to recommend to its City Council the Award of the above-referenced Project to

_____.
(Name of Contractor)

OWNER: CITY OF BENICIA

By: _____

_____
(Print name)

Title: _____

Date: _____

END OF DOCUMENT

DOCUMENT 00 5100

NOTICE OF AWARD

Dated _____

TO: _____

ADDRESS: _____

CONTRACT NO.: _____

CONTRACT FOR: **CITY OF BENICIA**
2025 Citywide Pavement Rehabilitation
and Bicycle/Pedestrian Improvements

The Contract Sum of your contract is _____
(Amount in Words)

Dollars ($_____)

1. Five copies of the proposed Contract Documents listed below accompany this Notice of Award.

2. You must comply with the following conditions precedent by [5:00 p.m.] of the [7th Day] following the date of this Notice of Award, that is, by [Day of the Week, Month Day, 20__].

    a. Deliver to Owner two fully executed counterparts of Document 00 5200 (Agreement). Each copy of Document 00 5200 (Agreement) must bear your original signature on the signature page and your initials on each page.

    b. Deliver to Owner one (1) originals of Document 00 6113.13 (Construction Performance Bond), executed by you and your surety.

    c. Deliver to Owner one (1) originals of Document 00 6113.16 (Construction Labor and Material Payment Bond), executed by you and your surety.

    d. Deliver to Owner original set of the insurance certificates with endorsements required under Document 00 7316 (Supplementary Conditions – Insurance).

    e. Deliver to Owner one fully executed Document 00 6536 (Guaranty), bearing your original signature on the signature page and your initials on each page.

3. Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid security forfeited.

4. Within **21 Days** after you comply with the conditions in Paragraph 2 of this Document 00 5100, Owner will return to you one fully signed counterpart of Document 00 5200 (Agreement) with two copies of the Project Manual (including Specifications and Drawings) and two sets of full-size Drawings.

5. Before you may start any Work at the Site, you must attend a pre-construction conference. The pre-construction conference may be arranged through **Neil Leary, City Engineer.**

6. Upon commencement of the Work, you and each of your Subcontractors shall certify and provide Owner copies of payroll records in accordance with Labor Code Section 1776.

OWNER: CITY OF BENICIA

BY: _____
[TITLE]

_____
(Print Name)

AUTHORIZED BY CITY OF BENICIA

RESOLUTION NO.: _____

APPROVED DATE: _____

END OF DOCUMENT

DOCUMENT 00 5200

AGREEMENT

THIS AGREEMENT, dated this **[date]** day of **[Month],** 20__, by and between **[Enter Name of Contractor]** whose place of business is located at **[Address of Contractor**] (**Contractor**), and **CITY OF BENICIA**, a political subdivision of the State of California (**Owner**), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, Owner, by its Resolution No. **[Insert Number]** adopted on the **[date]** day of **[Month, Year]** awarded to Contractor the following Contract:

2025 Citywide Pavement Rehabilitation
and Bicycle/Pedestrian Improvements
at CITY OF BENICIA

PROJECT NUMBERS 22-04, 22-21, AND 23-01

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

ARTICLE 1 SCOPE OF WORK OF THE CONTRACT

1.01 Work of the Contract

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

1.02 Price for Completion of the Work

A. Owner shall pay Contractor the following Contract Sum (**Contract Sum**) for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto.

B. The Contract Sum includes all allowances (if any).

C. The Contract Sum is all inclusive and includes all Work; all federal, state, and local taxes on materials and equipment, and labor furnished by Contractor, its subcontractors, subconsultants, architects, engineers, and" vendors or otherwise arising out of Contractor's performance of the Work, including any increases in any such taxes during the term of this Agreement; and any duties, fees, and royalties imposed with respect to any materials and equipment, labor or services. The taxes covered hereby include (but are not limited' to) occupational, sales, use, excise, unemployment, FICA, and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Work, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities.

COMMENCEMENT AND COMPLETION OF WORK

1.03 Contract Payment – Retention

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

1.04 Commencement of Work

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

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

1.05 Completion of Work

A. Contractor shall achieve Substantial Completion of the entire Work within **60** Working Days from the Commencement Date.

B. Contractor shall achieve Final Completion of the entire Work **65** Working Days from the Commencement Date.

ARTICLE 2 PROJECT REPRESENTATIVES

2.01 Owner's Project Manager

A. Owner has designated **Derek Linsley,** as its Project Manager to act as Owner's Representative in all matters relating to the Contract Documents. If Project Manager is an employee of Owner, Project Manager is the beneficiary of all Contractor obligations to Owner including, without limitation, all releases and indemnities.

B. Project Manager shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of Owner, to accept work, and to make decisions or actions binding on Owner, and shall have sole signature authority on behalf of Owner.

C. Owner may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager, or other Owner Representative.

2.02 Contractor's Project Manager and Other Key Personnel

A. Contractor has designated **(Insert Name)** as its Project Manager to act as Contractor's Representative in all matters relating to the Contract Documents.

B. Contractor has designated the following other Key Personnel for the Project:

Name	Position
_____	_____
_____	_____
_____	_____

ARTICLE 3 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

3.01 Liquidated Damage Amounts

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

3.02 Scope of Liquidated Damages

A. Measures of liquidated damages shall apply cumulatively.

B. Limitations and stipulations regarding liquidated damages are set forth in Document 00 7200 (General Conditions).

ARTICLE 4 LIQUIDATED DAMAGES FOR UNAUTHORIZED CHANGES OF KEY PERSONNEL

4.01 Liquidated Damage Amounts

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

ARTICLE 5 CONTRACT DOCUMENTS

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

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

Project Manual and Appendices
City of Benicia Engineering Design Standards and Standard Plans
2024 State Standard Specifications

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

ARTICLE 6 MISCELLANEOUS

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

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

6.03 Pursuant to Labor Code Section 1771(a), Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.

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

6.05 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the Owner's Facilities Development and Management Division, may be obtained from the California Department of Industrial Relations website [http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm] and are deemed included in the Contract Documents, and shall be made available to any interested party on request. Pursuant

to Labor Code Sections 1860 and 1861, in accordance with Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Labor Code Section 3700 that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

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

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

CITY OF BENICIA:

By: _____
Mayor

ATTEST:

By: _____
City Clerk

APPROVED AS TO CONTENT:

By: _____
City Engineer

APPROVED AS TO FORM:

By: _____
City Attorney

APPROVED AS TO ADMINISTRATION:

By: _____
City Manager

CONTRACTOR:

Name: _____

By: _____
(Signature)

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

By: _____
(Signature)

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

1099 INFORMATION:

Contractor Taxpayer I.D. No.: _____

Incorporated: ☐ Yes ☐ No

END OF DOCUMENT

DOCUMENT 00 5500

NOTICE TO PROCEED

Dated: _____, 20___

To: _____
(Contractor)

Address: _____

_____

CONTRACT FOR: 2025 Citywide Pavement Rehabilitation and Bicycle/Pedestrian Improvements

You are notified that the Contract Time under the above Contract will commence to run on _____, **20__**. On that date, you are to start performing your obligations with respect to Work at the Site under the Contract Documents. In accordance with Article 2 of Document 00 5200 (Agreement), the dates of Final Completion for the entire Work are _____, **20__**.

Before you may start any Work at the Site, you must:

1. Submit certified Safety Program and related information
2. Submit copies of applicable permits
3. Submit and receive approval on Progress Schedule

OWNER: CITY OF BENICIA

By: _____

Its: _____

END OF DOCUMENT

DOCUMENT 00 6113.13

CONSTRUCTION PERFORMANCE BOND

THIS CONSTRUCTION PERFORMANCE BOND (**Bond**) is dated _____, 20__ is in the amount of _____, which is 100% of the Contract Sum and is entered into by and between the parties listed below to ensure the faithful performance of the Contract identified below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 14 attached to this page. Any singular reference to _____(**Contractor**), _____ (**Surety**), **CITY OF BENICIA** (**Owner**), or other party shall be considered plural where applicable.

CONTRACTOR:	**SURETY:**
_____	_____
_____	_____
Address	Principal Place of Business
_____	_____
City/State/Zip	City/State/Zip

CONSTRUCTION CONTRACT: 2025 Citywide Pavement Rehabilitation and Bicycle/Pedestrian Improvements, dated _____, in the amount of _____.

CONTRACTOR AS PRINCIPAL	**SURETY**
Company: (Corp. Seal)	Company: (Corp. Seal)
Signature:_____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Owner for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.

2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1 Owner provides Surety with written notice that Owner has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and

3.2 Owner has agreed to pay the Balance of Contract Sum:

3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract; or

3.2.2 To a Contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.

4. When Owner has satisfied the conditions of Paragraph 3 above, Surety shall promptly (within 40 Days) and at Surety's expense elect to take one of the following actions:

4.1 Arrange for Contractor, with consent of Owner, to perform and complete the Construction Contract (but Owner may withhold consent, in which case the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4 below); or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors or Construction entities; provided, that Surety may not select Contractor as its agent or independent contractor or Contractor without Owner's consent; or

4.3 Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors or Construction entities acceptable to Owner for a contract for performance and completion of the Construction Contract and, upon determination by Owner of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by Owner and the contractor or Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in Paragraph 6 below, exceed the Balance of Contract Sum, then Surety shall pay to Owner the amount of such excess; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor or Contractor, and with reasonable promptness under the circumstances and, after investigation and consultation with Owner, determine in good faith its monetary obligation to Owner under Paragraph 6 below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefor to Owner with full explanation of the payment's calculation. If Owner accepts Surety's tender under this Paragraph 4.4, Owner may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default, as agreed by Owner and Surety at the time of tender. If Owner disputes the amount of Surety's tender under this Paragraph 4.4, Owner may exercise all remedies available to it at law to enforce Surety's liability under Paragraphs 6 and 7 below.

5. At all times Owner shall be entitled to enforce any remedy available to Owner at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, and coordinate Work with other consultants or contractors.

6. If Surety elects to act under Paragraphs 4.1, 4.2 or 4.3 above, within the time period provided in Paragraph 4, above, and complies with its obligations under this Bond, Surety's obligations under this Bond are commensurate with Contractor's Construction Contract obligations. Surety's obligations include, but are not limited to:

6.1 Contractor's obligations to complete the Construction Contract and correct Defective Work;

6.2 Contractor's obligations to pay liquidated damages; and

6.3 To the extent otherwise required of Contractor under the Construction Contract, Contractor's obligations to pay additional legal, design professional, and other costs not included within liquidated damages resulting from Contractor Default (but excluding attorney's fees incurred to enforce this Bond).

7. If Surety does not elect to act under Paragraphs 4.1, 4.2, 4.3, or 4.4, above, within the time period provided in Paragraph 4, above, or comply with its obligations under this Bond, then Surety shall be deemed to be in default on this Bond ten Days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond. Such Surety default shall be independent of the Contractor Default. To the extent Surety's independent default causes Owner to suffer damages including, but not limited to, delay damages, which are different from, or in addition to (but not duplicative of) damages which Owner is entitled to receive under the Construction Contract, Surety shall also be liable for such damages. In the event any Surety obligation following its independent default is inconsistent or conflicts with California Civil Code Section 2809, or any other law which either prohibits, restricts, limits or modifies in any way any obligation of a surety which is larger in amount or in any other respect more burdensome than that of the principal, Surety hereby waives the provisions of such laws to that extent.

8. If Surety elects to act under Paragraphs 4.1, 4.3 or 4.4 above, within the time period provided in Paragraph 4, above, and complies with all obligations under this Bond, Surety's monetary obligation under this Bond is limited to the Penal Sum.

9. No right of action shall accrue on this Bond to any person or entity other than Owner or its successors or assigns.

10. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, design agreements, purchase orders and other obligations, including changes of time, and of any Owner action in accordance with Paragraph 5 above. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, Modification, deletion, or addition to the Contract Documents, or of the Work (including services) required thereunder, or any Owner action in accordance with Paragraph 5 above shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond, unless such action is an Owner Default.

11. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between Owner and Contractor regarding the Construction Contract, or in the Superior Court of the County of Los Angeles, California, or in a court of competent jurisdiction in the location in which the Work is located. Communications from Owner to Surety under Paragraph 3.1 above shall be deemed to include the necessary agreements under Paragraph 3.2 above unless expressly stated otherwise.

12. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to Owner shall be mailed or delivered as provided in Document 00 5200 (Agreement). Actual receipt of notice by Surety, Owner or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.

13. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein.

14. Definitions

14.1 Balance of Contract Sum: The total amount payable by Owner to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the Construction Contract**.**

14.2 Construction Contract: The agreement between Owner and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.

14.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract, limited to "default" or any other condition allowing a termination for cause as provided in Document 00 7200 (General Conditions).

14.4 Owner Default: Material failure of Owner, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

END OF DOCUMENT

DOCUMENT 006113.16

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1.01 THAT WHEREAS, **CITY OF BENICIA** (**Owner**) has awarded to _____ _____ as Principal, Contract Number _____ dated the _____ day of _____**,** 20___ (the **Contract**), titled the City of Benicia 2025 Citywide Pavement Rehabilitation and Bicycle/Pedestrian Improvement Project in the amount of $_____ _____, which Contract is by this reference made a part hereof, for the work of the following Contract:

2025 Citywide Pavement Rehabilitation and Bicycle/Pedestrian Improvements, Project Numbers 22-04, 22-21, and 23-01

1.02 AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

1.03 NOW, THEREFORE, we, the undersigned Principal and _____ _____ , as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT PRICE **($_____)**, for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

1.04 THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.

1.05 This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.

1.06 Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.

1.07 Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or

against any one or more of them, or against less than all of them without impairing Owner's rights against the other.

1.08 Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____, 20__.

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	(Corp. Seal)	Company:	(Corp. Seal)
_____		_____	
Signature		Signature	
_____		_____	
Name		Name	
_____		_____	
Title		Title	
_____		_____	
Street Address		Street Address	
_____		_____	
City, State, Zip Code		City, State, Zip Code	

END OF DOCUMENT

DOCUMENT 00 6290

ESCROW AGREEMENT FOR SECURITY DEPOSIT IN LIEU OF RETENTION

Public Contract Code Section 22300

THIS ESCROW AGREEMENT ("**Escrow Agreement**") is made and entered into this ____ day of _____**,** 20__, by and between **City OF Benicia** (**"Owner"**), whose address is **250 East L Street, Benicia, CA 94510**,_____("**Contractor**"), whose principal place of business is located at _____, and Owner, as escrow agent _____, a state or federally chartered bank in the State of California, whose place of business is located at _____.

For the consideration hereinafter set forth, Owner, Contractor and Escrow Agent agree as follows:

1. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to Contract Number _____ entered into between Owner and Contractor for the City of Benicia 2025 Citywide Pavement Rehabilitation and Bicycle/Pedestrian Improvements Project in the amount of $_____ dated _____, 20____ (the **"Contract"**). Alternatively, on written request of Contractor, Owner shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify Owner within ten Days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between Owner and Contractor. Securities shall be held in name of _____, and shall designate Contractor as the beneficial owner.

2. Owner shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified in Paragraph 1 of this Document 006290.

3. When Owner makes payment(s) of retention earned directly to Escrow Agent, Escrow Agent shall hold said payment(s) for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when Owner pays Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of Owner. Such expenses and payment terms shall be determined by Owner, Contractor, and Escrow Agent.

5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to Owner.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to Escrow Agent that Owner consents to withdrawal of amount sought to be withdrawn by Contractor.

7. Owner shall have the right to draw upon the securities in event of default by Contractor. Upon seven Days written notice to Escrow Agent from Owner of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by Owner.

8. Upon receipt of written notification from Owner certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

9. Escrow Agent shall rely on written notifications from Owner and Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Document 00 6290 and Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth.

10. Names of persons who are authorized to give written notice or to receive written notice on behalf of Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

ON BEHALF OF OWNER:

_____
Title

_____
Name

_____
Signature

_____
Address

_____
City/State/Zip Code

ON BEHALF OF CONTRACTOR:

_____
Title

_____
Name

_____
Signature

_____
Address

_____
City/State/Zip Code

ON BEHALF OF ESCROW AGENT:

_____
Title

_____
Name

_____
Signature

_____
Address

_____
City/State/Zip Code

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement by their proper officers on the date first set forth above.

OWNER:

CITY OF BENICIA

_____
Title

_____
Name

_____
Signature

CONTRACTOR

_____

_____
Title

_____
Name

_____
Signature

ATTEST

_____
Signature

_____
Print Name

Secretary

ESCROW AGENT

_____

_____
Title

_____
Print Name

_____
Signature

REVIEWED AS TO FORM:

_____
Counsel for Owner

_____
Print Name

_____
Date

At the time the Escrow Account is opened, Owner and Contractor shall deliver to Escrow Agent a fully executed counterpart of this Document 00 6290.

END OF DOCUMENT

DOCUMENT 00 6325

SUBSTITUTION REQUEST FORM

To: **CITY OF BENICIA, Owner**

PROJECT: _____ **Owner Project No:**	**Contractor:**

Substitution Request By:	Firm:

Transmittal Record	**Attn:**	**Firm:**	**Date Sent:**	**Date Rec'd:**	**Date Due:**
Contractor to Owner					
Contractor to Architect					
Owner / Architect to Consultant					
Architect to Owner Representative					
Owner Representative to Contractor					

We hereby submit for your consideration the following product instead of the specified item for the Project:

Section / Drawing	**Article**	**Specified Item**
Proposed Substitution:		

We have (a) attached manufacturer's literature, including complete technical data and laboratory test results, if applicable, (b) attached an explanation of why proposed substitution is a true equivalent to specified item, (c) included complete information on changes to Contract Documents that the proposed substitution will require for its proper installation, and (d) filled in the blanks below:

Contractor to complete questions that follow and certify to the accuracy of all answers:

A.	Does the substitution affect dimensions shown on Drawings? Yes __ / No __. If No, please explain proposed mitigation and why substitution is equivalent to originally specified item:
B.	Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution? Yes __ / No __. If No, please state reasons explain why substitution is equivalent to originally specified item:
C.	What effect does the substitution have on other trades? No effect: __ / Some effect__. If substitution will affect other trades, please explain the effect and why substitution is equivalent to originally specified item:
D.	Will substitution cause change to Project Schedule, or to critical delivery dates? Add? Shorten? If the substitution will add to schedule dates or affect critical activities, please explain why substitution is equivalent to originally specified item:
E.	Please describe differences between proposed substitution and specified item? Please explain and identify any and all differences, and please explain why substitution is equivalent to originally specified item:
F.	What is the Cost Differential to Contractor in original specified item and proposed substitution including all mark-ups? [If substitution requested during bid period, skip this question.]
G.	Are Manufacturer's guarantees for the proposed item the same as for item specified? Yes ____; No____. If No, please explain why substitution is equivalent to originally specified item:

H.	Contractor accepts full responsibility for delays caused by redesign of other items of the Work necessitated by substitution? Yes __ / No __. If No, please state reasons and explain why substitution is equivalent to originally specified item:
I.	Contractor states that the function, appearance and quality are equivalent or superior to the specified item? Yes __ / No __. If No, please explain why substitution is equivalent to originally specified item:

We certify that the function, appearance, and quality of the proposed substitution are equivalent or superior to those of the specified item, except as we may specifically state otherwise in this request.

Submitted by: _____ Signature: _____

Firm: _____ Date: _____

Address: _____ Phone / Fax: _____

Remarks:_____

Consultant Response	Owner Representative Response
__Accepted	__Accepted
__ Not Accepted	__ Not Accepted
__ Accepted As Noted	__ Accepted As Noted
__ Received Too Late	__ Received Too Late
Remarks: _____	Remarks: _____
_____	_____
_____	_____
By: _____	By: _____

END OF DOCUMENT

DOCUMENT 00 6530

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS
[Public Contract Code Section 7100]

THIS AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS (**Agreement and Release**), made and entered into this _____ day of _____, 20__, by and between **CITY OF BENICIA** (**Owner**), and _____ (**Contractor**), whose place of business is at _____.

RECITALS

A. Owner and Contractor entered into Contract (the **"Contract"**) for construction of Owner's 2025 Citywide Pavement Rehabilitation and Bicycle/Pedestrian Improvements Project.

B. The Work under the Contract has been completed.

AGREEMENT

NOW THEREFORE, it is mutually agreed between Owner and Contractor as follows:

1. Contractor will not be assessed liquidated damages except as detailed below:

Original Contract Sum	$ _____
Modified Contract Sum	$ _____
Payment to Date	$ _____
Liquidated Damages	$ _____
Payment Due Contractor	$ _____

2. Subject to the provisions of this Agreement and Release, Owner will forthwith pay to Contractor the sum of _____ Dollars and _____ Cents ($_____)] under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with Owner as of the date of such payment.

3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against Owner arising from the Contract, except for the claims described in Paragraph 4 of this Document 00 6530. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against Owner, and all if its agents, employees, consultants, inspectors, representatives, assignees and transferees, except for the Disputed Claims set forth in Paragraph 4 of this Document 00 6530. Nothing in this Agreement and Release shall limit or modify Contractor's continuing obligations described in Paragraph 6 of this Document 00 6530.

4. The following claims submitted under Document 00 7200 (General Conditions), Article 12, are disputed (**Disputed Claims**) and are specifically excluded from the operation of this Agreement and Release.

CLAIM NO.	DATE SUBMITTED	DESCRIPTION OF CLAIM	AMOUNT OF CLAIM

5. Consistent with California Public Contract Code Section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2 of this Document 00 6530, Contractor hereby releases and forever discharges Owner, and all of its agents, employees, consultants, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.

6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.

7. Contractor shall immediately defend, indemnify and hold harmless Owner, any of the Owner's Representatives, Project Manager, and all of their agents, employees, consultants, inspectors, assignees and transferees, from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor's suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims set forth in Paragraph 4 of this Document 00 6530.

8. Contractor hereby waives the provisions of California Civil Code Section 1542, which provide as follows:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling, or regulation, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

10. Contractor represents and warrants that it is the true and lawful owner of all claims and other matters released pursuant to this Agreement and Release, and that it has full right, title and authority to enter into this instrument. Each party represents and warrants that it has been represented by counsel of its own choosing in connection with this Agreement and Release.

11. All rights of Owner shall survive completion of the Work or termination of the Contract, and execution of this Agreement and Release.

*** * * CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING * * ***

OWNER: CITY OF BENICIA

By: _____
Signature

Name: _____
Print

Its: _____
Title

[CONTRACTOR]

By: _____
Signature

Name: _____
Print

Its: _____
Title

[CONTRACTOR]

By: _____
Signature

Name: _____
Print

Its: _____
Title

REVIEWED AS TO FORM:

Dated: _____, 2025

By: _____
Counsel for Owner

Name: _____
Print

END OF DOCUMENT

DOCUMENT 00 6536

GUARANTY

TO: The **CITY OF BENICIA** (**Owner**), for construction of the 2025 Citywide Pavement Rehabilitation and Bicycle/Pedestrian Improvements Project.

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

1.01 Contractor hereby grants to Owner for a period of [**one year**] following the date of Final Acceptance of the Work completed, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

1.02 Neither final payment nor use nor occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within [**one year**], or longer if specified, from the date of Final Acceptance of the Work completed.

1.03 If within [**one year**] after the date of Final Acceptance, or such other period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents or any extended warranty or guaranty, any Work is found to be Defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by Owner and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to comply promptly with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

1.04 Contractor shall respond within 72 hours to any claim made by Owner pursuant to this guaranty.

1.05 Observation and inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

1.06 This Guaranty is in addition to any other Contractor warranties contained in the Contract Documents, and not in lieu of, any and all other Contractor liability imposed under the Contract Documents or at law. In the event of any conflict or inconsistency between the terms of this Guaranty and any Contractor warranty or obligation Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the greater protection to Owner.

(Signature line on next page)

Date: _____, 20___

_____
Contractor's Name

By: _____
Signature

_____
Print Name

_____
Title

_____
Street Address

_____
City, State, Zip code

END OF DOCUMENT

DOCUMENT 00 7200

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GENERAL CONDITIONS

ARTICLE 1 - INTERPRETATION OF CONTRACT DOCUMENTS

1.01 Interpretation of Documents

A. Contract Documents are complementary; what is called for by one is as binding as if called for by all.
B. Individual Contract Documents subdivide at first level into Articles, and then into paragraphs.

1.02 Order of Precedence of Documents

A. In the case of discrepancy or ambiguity in the Contract Documents, the following order of precedence shall prevail:

1. Modifications in inverse chronological order (i.e., most recent first), and in the same order as specific portions they are modifying;
2. Agreement Forms (Document 00 5200 and other 5000 and 6000 series Documents), and terms and conditions referenced therein;
3. Supplementary General Conditions (Document 00 7301 and other 7300 series Documents), if included;
4. General Conditions (Document 00 7200);
5. Division 01 General Requirements, if included;
6. Drawings and Technical Specifications (Division 02 and above);
7. City of Benicia Engineering Design Standards and Standard Plans
8. 2024 State Standard Specifications
9. Written words over figures, unless obviously incorrect;
10. Figured dimensions over scaled dimensions;
11. Large-scale Drawings over small-scale Drawings.

B. Any conflict between Drawings and Technical Specifications (Division 2 and above) will be resolved in favor of the document of the latest date (i.e., the most recent document), and if the dates are the same or not determinable, then in favor of Specifications.
C. Any conflict between a bill or list of materials shown in the Contract Documents and the actual quantities required to complete Work required by Contract Documents, will be resolved in favor of the actual quantities.
D. All Technical Specifications included in the Project manual shall be included within the Contract Documents unless identified otherwise.

ARTICLE 2 - PRE-BID INVESTIGATIONS

2.01 Pre-Bid Investigations Required

A. Prior to and as a condition of submitting a Bid and executing Document 00 5200 (Agreement), Contractor shall make reasonable efforts to investigate fully the Work of the Contract. Contractor shall visit the Site, examine thoroughly and understand fully the nature and extent of the Contract Documents, Work, Site, locality, actual conditions and as-built conditions.
B. Contractor's investigation shall include, without limitation, requesting and thoroughly examining of all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, product specification(s) or reports, made available by Owner for pre-bidding or contracting purposes or during Contractor's pre-bid investigations, of existing above ground and (to the extent applicable) below ground conditions (together, **Existing Conditions Data**), including, as applicable, Underground Facilities, geotechnical data, as-built data, utility surveys, record documents of all types, hazardous materials surveys, or similar materials which may appear or be referenced in the Project Manual or the in the Contract Documents, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
C. Contractor's investigations shall consider fully the fact that Existing Conditions Data is in many cases based on information furnished to Owner by others (e.g., the prior owner or builders), and that due

to their age or their chain of custody since preparation, may not meet current industry standards for accuracy. Contractor shall also: (i.) provide Owner with prompt written notice of all conflicts, errors, ambiguities, or discrepancies of any type, that it discovered in or among the Contract Documents and the Existing Conditions Data, and (ii.) subject to Owner's approval, conduct any such additional or supplementary examinations, investigations, explorations, tests, studies and data compilations, concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which Contractor may deem necessary in order to perform and furnish the Work in accordance with the terms and conditions of Contract Documents.

D. During performance of the Contract, Contractor will be charged with knowledge of all information that it should have learned in performing these pre-bid investigations and other obligations, and shall not be entitled to Change Orders (time or compensation) due to any information, error, inconsistency, omission, or conditions that Contractor should have known as a part of this Work. Contractor shall be responsible for the resultant losses, including, without limitation, the cost of correcting Defective Work.

2.02 Limited Reliance Permitted On Owner's Existing Conditions Data

A. Regarding aboveground and as-built conditions shown on the Contract Documents or supplied by Owner, such information has been compiled in good faith, however, Owner does not expressly or impliedly warrant or represent that such information is correctly shown or indicated, or otherwise complete for construction purposes. Contractor must independently verify such information as part of its pre-bid investigations, and where conditions are not reasonably verifiable or discrepancies are identified, bring such matters to Owner's attention through written question issued during the bid period. In executing Document 00 5200 (Agreement), Contractor shall rely on the results of its own independent investigation and shall not rely on Owner-supplied information regarding aboveground conditions and as-built conditions, and Contractor shall accept full responsibility for its verification work sufficient to complete the Work as intended.

B. Regarding subsurface conditions other than Underground Facilities shown on the Contract Documents or otherwise supplied by Owner, Contractor may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated in the Contract Documents. Owner is not responsible for the completeness of any subsurface condition information, Contractor's conclusions or opinions drawn from any subsurface condition information, or subsurface conditions that are not specifically shown. (For example, Owner is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown.)

2.03 Pre-Bid Investigation Requirements For Excavation and Utilities Relocation Projects

A. As part of its pre-bid investigations for Projects involving excavation and/or relocation of existing utilities, Contractor shall make reasonable efforts to verify information regarding Underground Facilities including, without limitation, requesting additional information or verification of information as necessary.

B. Because of the nature and location of Owner and the Project, the existence of Underground Facilities is deemed inherent in the Work of the Contract, as is the fact that Underground Facilities are not always accurately shown or completely shown on as-built records, both as to their depth and location. Contractor shall, therefore, take care to note the existence and potential existence of Underground Facilities, in particular, above and below grade structures, drainage lines, storm drains, sewers, water, gas, electrical, chemical, hot water, and other similar items and utilities. Contractor shall carefully consider all supplied information, request additional information Contractor may deem necessary, and visually inspect the Site for above ground indications of Underground Facilities (such as, for example not by way of limitation, the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, manholes, new asphalt, meters and junction boxes, on or adjacent to the Site). Contractor shall also consider local underground conditions and typical practices for Underground Facilities, either through its own direct knowledge or through its subcontractors, and fully consider this knowledge in assessing the existing information and the reasonableness of its reliance.

ARTICLE 3 - SUBCONTRACTORS

3.01 Subcontractor Listing Law

A. Contractor shall comply with the Subcontractor Listing law, Public Contract Code Sections 4101, et seq. Contractor shall not substitute any other person or firm in place of any Subcontractor listed in the Bid except as may be allowed by law.

B. Subcontractors shall not assign or transfer their subcontracts or permit them to be performed by any other contractor without Owner's written approval. At Owner's request, Contractor shall provide Owner with a complete copy of all executed subcontracts or final commercial agreements with Subcontractors and/or suppliers.

3.02 Subcontracts

A. Subcontract agreements shall preserve and protect the rights of Owner under the Contract Documents so that subcontracting will not prejudice such rights. To the extent of the Work to be performed by a Subcontractor, Contractor shall require the Subcontractor's written agreement (i) to be bound to the terms of Contract Documents and (ii) to assume vis-à-vis Contractor all the obligations and responsibilities that Contractor assumes toward Owner under the Contract Documents. (These agreements include, without limitation, all warranties, claims procedures and rules governing submittals of all types to which Contractor is subject under the Contract Documents.)

B. Contractor shall provide for the assignment to Owner of all rights any Subcontractor (of any tier) may have against any manufacturer, supplier, or distributor for breach of warranties and guarantees relating to the Work performed by the Subcontractor under the Contract Documents. Subcontracts shall provide and acknowledge Owner as an intended third-party beneficiary of each subcontract and supply contract (of any tier).

ARTICLE 4 - DRAWINGS AND SPECIFICATIONS

4.01 Intent of Drawings and Specifications

A. Contractor shall interpret words or phrases used to describe Work (including services), materials, or equipment that have well-known technical or construction industry or trade meaning in accordance with that meaning. Drawings' intent specifically includes the intent to depict construction that complies with all applicable laws, codes and standards.

B. As part of the **"Work,"** Contractor shall provide all labor, materials, equipment, machinery, tools, facilities, services, employee training and testing, hoisting facilities, Shop Drawings, storage, testing, security, transportation, disposal, the securing of all necessary or required field dimensions, the cutting or patching of existing materials, notices, permits, documents, reports, agreements and any other items required or necessary to timely and fully complete Work described and the results intended by Contract Documents and, in particular, Drawings and Specifications. Divisions and Specification Sections and the identification on any Drawings shall not control Contractor in dividing Work among Subcontractors or suppliers or delineating the Work to be performed by any specific trade.

C. Contractor shall perform reasonably implied parts of Work as **"incidental work"** although absent from Drawings and Specifications. Incidental work includes any work not shown on Drawings or described in Specifications that is necessary or normally or customarily required as a part of the Work shown on Drawings or described in Specifications. Incidental work includes any work necessary or required to make each installation satisfactory, legally operable, functional, and consistent with the intent of Drawings and Specifications or the requirements of Contract Documents. Contractor shall perform incidental work without extra cost to Owner. Incidental work shall be treated as if fully described in Specifications and shown on Drawings, and the expense of incidental work shall be included in price Bid and Contract Sum.

4.02 Checking of Drawings and Specifications

A. Before undertaking each part of Work, Contractor shall carefully study and compare Contract Documents and check and verify pertinent figures shown in the Contract Documents and all applicable field measurements. Contractor shall be responsible for any errors that might have been avoided by such comparison. Figures shown on Drawings shall be followed; Contractor shall not scale measurements. Contractor shall promptly report to Owner, in writing, any conflict, error, ambiguity or discrepancy that Contractor may discover. Contractor shall obtain a written interpretation or clarification from Owner before

proceeding with any Work affected thereby. Contractor shall provide Owner with a follow-up correspondence every ten Days until it receives a satisfactory interpretation or clarification.

4.03 Interpretation of Drawings and Specifications

A. A typical or representative detail on Drawings shall constitute the standard for workmanship and material throughout corresponding parts of Work. Where necessary, and where reasonably inferable from Drawings, Contractor shall adapt such representative detail for application to such corresponding parts of Work. The details of such adaptation shall be subject to prior approval by Owner. Repetitive features shown in outline on Drawings shall be in exact accordance with corresponding features completely shown.

B. Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in Drawings and Specifications, or should Contractor have any questions or requests relating to Drawings or Specifications, Contractor shall refer the matter to Owner, in writing, with a copy to the Architect/Engineer. Owner will issue (or cause to be issued) with reasonable promptness written responses, clarifications or interpretations as Owner may determine necessary. All written responses, clarifications and interpretations under this Paragraph shall be consistent with the intent of and be reasonably inferable from Contract Documents, and binding upon Contractor. If Contractor believes that a written response, clarification or interpretation justifies an adjustment in the Contract Sum or Contract Time, Contractor shall give Owner prompt written notice. If the parties are unable to agree to the amount or extent of the adjustment, if any, then Contractor shall perform the Work in conformance with Owner's response, clarification, or interpretation and may make a written claim for the adjustment as provided in Article 12.

C. The following general specifications shall apply wherever in the Specifications, or in any directions given by Owner in accordance with or supplementing Specifications, it is provided that Contractor shall furnish materials or manufactured articles or shall do Work for which no detailed specifications are shown. Materials or manufactured articles shall be of the best grade, in quality and workmanship, obtainable in the market from firms of established good reputation. If not ordinarily carried in stock, the materials or manufactured articles shall conform to industry standards for first class materials or articles of the kind required, with due consideration of the use to which they are to be put. Work shall conform to the usual standards or codes, such as those cited herein, for first class work of the kind required. Contractor shall specify in writing to Owner, at least 10 Business Days prior to furnishing such materials or performing such Work, the materials to be used or Work to be performed under this Paragraph.

4.04 Use of Drawings and Specifications

A. Drawings, Specifications and other Contract Documents were prepared for use for Work of Contract Documents only. No part of Contract Documents shall be used for any other construction or for any other purpose except with the written consent of Owner. Any unauthorized use of Contract Documents is prohibited and at the sole liability of the user.

ARTICLE 5 - COMMENCEMENT OF THE WORK

5.01 Submission of Required Schedules

A. Contractor shall submit to Owner in draft for review and discussion at the Preconstruction Conference, and in final prior to the first payment application, the following schedules:

1. Schedule of Values
2. Progress Schedule, and
3. Schedule of Submittals.

B. No progress payment shall be due or owing to Contractor until such schedules are submitted to and acceptable to Owner and/or Architect/Engineer as meeting the requirements of the Contract Documents. In Owner's sole discretion, Owner may elect to instead withhold a portion of any progress payment for unacceptable compliance with contract requirements for such schedules.

C. Owner's acceptance of Contractor's schedules will not create any duty of care or impose on Owner any responsibility for the sequencing, scheduling or progress of Work, nor will it interfere with or relieve Contractor from Contractor's full responsibility therefore.

5.02 Commencement Date of Contract Time

A. The Contract Time will commence to run on the 60th Day after the issuance of the Notice of Award or, if a Notice to Proceed is given, on the date indicated in the Notice to Proceed.
B. Owner may give a Notice to Proceed at any time within 60 Days after the Notice of Award. Contractor shall not do any Work at the Site prior to the date on which the Contract Time commences to run.

ARTICLE 6 - CONTRACTOR'S ORGANIZATION AND EQUIPMENT

6.01 Contractor's Legal Address

A. Address and facsimile number given in Contractor's Bid are hereby designated as Contractor's legal address and facsimile number. Contractor may change its legal address and facsimile number by notice in writing, delivered to Owner, which in conspicuous language advises Owner of a change in legal address or facsimile number, and which Owner accepts in writing. Delivery to Contractor's legal address or depositing in any post office or post office box regularly maintained by the United States Postal Service, in a wrapper with postage affixed, directed to Contractor at Contractor's legal address, or of any drawings, notice, letter or other communication, shall be deemed legal and sufficient service thereof upon Contractor. Facsimile to Contractor's designated facsimile number of any letter, memorandum, or other communication on standard or legal sized paper, with proof of facsimile transmission, shall be deemed legal and sufficient service thereof upon Contractor.

6.02 Contractor's Superintendents or Forepersons

A. Contractor shall at all times be represented on Site by one or more superintendents or forepersons authorized and competent to receive and carry out any instructions that Owner may give, and shall be liable for faithful observance of instructions delivered to Contractor or to authorized representative or representatives on Site.

6.03 Proficiency In English

A. Supervisors, security guards, safety personnel and employees who have unescorted access to the Site shall possess proficiency in the English language in order to understand, receive and carry out oral and written communications or instructions relating to their job functions, including safety and security requirements.

6.04 Contractor's and Subcontractors' Employees

A. Contractor shall employ, and shall permit its Subcontractors to employ, only competent and skillful personnel to do Work. If Owner notifies Contractor that any of its employees, or any of its Subcontractors' employees on Work is incompetent, unfaithful, disorderly or profane, or fails to observe customary standards of conduct or refuses to carry out any provision of the Contract Documents, or uses threatening or abusive language to any person on Work representing Owner, or violates sanitary rules, or is otherwise unsatisfactory, and if Owner requests that such person be discharged from Work, then Contractor or its Subcontractor shall immediately discharge such person from Work and the discharged person shall not be re-employed on the Work except with consent of Owner.

6.05 Contractor's Use of The Site

A. Contractor shall not make any arrangements with any person to permit occupancy or use of any land, structure or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between Owner and any Owner, former Owner or tenant of such land, structure or buildings. Contractor may not occupy Owner-owned property outside the limit of the Work as indicated on the Drawings unless it obtains prior approval from Owner.
B. The Contractor shall notify all property owners and businesses affected by the project's work at least 72 hours before work is to begin. The notice shall be in writing, placed on doors and shall indicate the

Contractor's name and phone number, type of work, day(s) and time when work will occur. Notice shall be reviewed by the Engineer prior to being posted.

C. Parking restrictions shall be posted 48 hours in advance along the affected construction areas. See Section 12-1.06 "Removal of On-Street Parking" of these Special Provisions.

D. Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed.

ARTICLE 7 - OWNER'S ADMINISTRATION OF WORK

7.01 Owner's Representative(s)

A. Owner's Representative(s) will have limited authority to act on behalf of Owner as set forth in the Contract Documents.

B. Except as otherwise provided in these Contract Documents or subsequently identified in writing by Owner, Owner will issue all communications to Contractor through Owner's Representative, and Contractor shall issue all communications to Owner through Owner's Representative in a written document delivered to Owner.

C. Should any direct communications between Contractor and Owner's consultants, architects or engineers not identified in Article 2 of Document 00 5200 (Agreement) occur during field visits or by telephone, Contractor shall immediately confirm them in a written document copied to Owner.

7.02 Owner's Observation of The Work

A. Work shall be performed under Owner's general observation and administration. Contractor shall comply with Owner's directions and instructions in accordance with the terms of Contract Documents, but nothing contained in these General Conditions shall be taken to relieve Contractor of any obligations or liabilities under the Contract Documents. Owner's failure to review or, upon review, failure to object to any aspect of Work reviewed, shall not be deemed a waiver or approval of any non-conforming aspect of Work.

B. Subject to those rights specifically reserved in the Contract Documents, Owner will not supervise, or direct, or have control over, or be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or Contractor's failure to comply with laws and regulations applicable to the furnishing or performance of Work. Owner will not be responsible for Contractor's failure to perform or furnish the Work in accordance with Contract Documents.

7.03 Consultant's Observation of Work

A. Owner may engage one or more of the following to assist in administering the Work: an Architect/Engineer, Project Manager, Construction Manager, or any other independent consultant (collectively for purposes of this Article 7, **Consultant**). If so engaged, Consultant will advise and consult with Owner, but will have authority to act on behalf of Owner only to extent provided in the Contract Documents or as set forth in writing by Owner. Consultant will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work. Consultant will not be responsible for or have control over the acts or omissions of Contractor, Subcontractors or their agents or employees, or any other persons performing Work.

B. Consultant may review Contractor's Submittals, such as Shop Drawings, Product Data, and Samples, but only for conformance with design concept of Work and with information given in the Contract Documents.

C. Consultant may visit the Site at intervals appropriate to stage of construction to become familiar generally with the progress and quality of Work and to determine in general if Work is proceeding in accordance with Contract Documents. Based on its observations, Consultant may recommend to Owner that it disapproves or rejects Work that Consultant believes to be Defective or will not produce a complete Project that conforms to Contract Documents, or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by Contract Documents. Consultant may also recommend to Owner special inspection or testing of Work, whether or not the Work is fabricated, installed, or completed.

D. Consultant may conduct observations or inspections to recommend to Owner the dates that Contractor has achieved Substantial Completion and Final Completion, and will receive and forward to Owner for review written warranties and related documents required by Contract Documents.

7.04 Owner's and Consultant's Exercise of Contract Responsibilities

A. Owner, Consultant, and all Owner's representatives, in performing their duties and responsibilities under the Contract Documents, accept no duties, responsibilities or duty of care, nor may the same be implied or inferred, towards Contractor, any Subcontractor, sub-Subcontractor or supplier, except those set forth expressly in the Contract Documents.

7.05 Owner's Right of Access to The Work

A. During performance of Work, Owner, Consultant, and all Owner's representatives may at any time enter upon Work, shops or studios where any part of the Work may be in preparation, or factories where any materials for use in Work are being or are to be manufactured, and Contractor shall provide proper and safe facilities for this purpose, and shall make arrangements with manufacturers to facilitate inspection of their processes and products to such extent as Owner's interests may require. Other contractors performing work for Owner may also enter upon Work for all purposes required by their respective contracts. Subject to the rights reserved in the Contract Documents, Contractor shall have sole care, custody, and control of the Site and its Work areas.

7.06 Owner's Right of Separate Construction

A. Owner may perform with its own forces, construction or operations related to the Project, or the Site during Contractor's operations. Owner may also award separate contracts in connection with other portions of the Project or other construction or operations, on the Site or areas contiguous to the Site, under conditions similar to these Contract Documents, or may have utility Owners perform other work.

B. Contractor shall adjust its schedule and fully coordinate with and shall afford all other contractors, utility districts and Owner (if Owner is performing work with its own forces), proper and safe access to the Site, and reasonable opportunity for the installation and storage of their materials. Contractor shall ensure that the execution of its Work properly connects and coordinates with others' work, do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work, and shall cooperate with them to facilitate the progress of the Work.

C. To the extent that any part of Contractor's Work is to interface with work performed or installed by other contractors or utility owners, Contractor shall inspect and measure the in-place work. Contractor shall promptly report to Owner in writing any defect in in-place work that will impede or increase the cost of Contractor's interface unless corrected.

ARTICLE 8 - CONTRACTOR'S PROSECUTION AND PROGRESS OF THE WORK

8.01 Contractor to Supervise The Work

A. Subject to those rights specifically reserved in the Contract Documents, Contractor shall supervise, direct, have control over, and be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, safety precautions and programs incident thereto, and compliance with laws and regulations applicable to the furnishing or performance of Work.

B. Contractor shall keep on the Site at all times during Work progress a competent resident Superintendent, who shall not be replaced without Owner's express written consent and, if applicable, payment of liquidated damages as required by Document 00 5200 (Agreement). The Superintendent shall be Contractor's representative at the Site and shall have complete authority to act on behalf of Contractor. All communications to and from the Superintendent shall be as binding as if given to or by Contractor.

C. Contractor shall supervise, inspect, and direct Work competently and efficiently, devoting the attention and applying such personal skills and expertise as may be required and necessary to perform Work in accordance with Contract Documents. Contractor shall be solely responsible for and have control and charge of construction means, methods, techniques, sequences and procedures, safety precautions and programs in connection with the Work. Contractor shall be responsible to see that the completed Work complies accurately with Contract Documents.

D. Contractor is fully responsible for Contractor's own acts and omissions. Contractor is responsible for all acts and omissions of its Subcontractors, suppliers, and other persons and organizations performing

or furnishing any of the Work, labor, materials, or equipment under a direct or indirect contract with Contractor.

E. Contractor shall conduct monthly Contractor Safety Committee meetings, and weekly toolbox safety talks.

8.02 Contractor to Maintain Cost Data

A. Contractor shall maintain full and correct information as to the number of workers employed in connection with each subdivision of Work, the classification and rate of pay of each worker in form of certified payrolls, the cost to Contractor of each class of materials, tools and appliances used by Contractor in Work, and the amount of each class of materials used in each subdivision of Work. Contractor shall provide Owner with monthly summaries of this information. If Contractor maintains or is capable of generating summaries or reports comparing actual Project costs with Bid estimates or budgets, Contractor shall provide Owner with a copy of such report upon Owner's request.

B. Contractor shall maintain daily job reports recording all significant activity on the job, including the number of workers on Site, Work activities, problems encountered and delays. Contractor shall provide Owner with copies for each Day Contractor works on the Project, to be delivered to Owner either the same Day or the following morning before starting work at the Site. Contractor shall take pre-construction and monthly progress photographs of all areas of the Work. Contractor shall maintain copies of all correspondence with Subcontractors and records of meetings with Subcontractors.

C. Owner shall have the right to audit and copy Contractor's books and records of any type, nature or description relating to the Project (including, without limitation, financial records reflecting in any way costs claimed on the Project), and to inspect the Site, including Contractor's trailer, or other job Site office, and this requirement shall be contained in the subcontracts of Subcontractors working on Site. By way of example, Owner shall have the right to inspect and obtain copies of all Contract Documents, planning and design documents, Bid proposal and negotiation documents, cost records and job cost variance reports, design modification proposals, value engineering or other cost reduction proposals, revisions made to the original design, job progress reports, photographs, and as-built drawings maintained by Contractor. Owner and any other applicable governmental entity shall have the right to inspect all information and documents maintained hereunder at any time during the Project and for a period of five years following Final Completion, in accordance with the provisions of Government Code Section 8546.7. This right of inspection shall not relieve Contractor of its duties and obligations under the Contract Documents. This right of inspection shall be specifically enforceable in a court of law, either independently or in conjunction with enforcement of any other rights in the Contract Documents.

8.03 Contractor to Supply Sufficient Workers and Materials

A. Unless otherwise required by Owner under the terms of Contract Documents, Contractor shall at all times keep on the Site materials and employ qualified workers sufficient to prosecute Work at a rate and in a sequence and manner necessary to complete Work within the Contract Time. This obligation shall remain in full force and effect notwithstanding disputes or claims of any type.

B. At any time during progress of Work should Contractor directly or indirectly (through Subcontractors) refuse, neglect, or be unable to supply sufficient materials or employ qualified workers to prosecute the Work as required, then Owner may require Contractor to accelerate the Work and/or furnish additional qualified workers or materials as Owner may consider necessary, at no cost to Owner. If Contractor does not comply with the notice within three Business Days of date of service thereof, Owner shall have the right (but not a duty) to provide materials and qualified workers to finish the Work or any affected portion of Work, as Owner may elect. Owner may, at its discretion, exclude Contractor from the Site, or portions of the Site or separate work elements during the time period that Owner exercises this right. Owner will deduct from moneys due or which may thereafter become due under the Contract Documents, the sums necessary to meet expenses thereby incurred and paid to persons supplying materials and doing Work. Owner will deduct from funds or appropriations set aside for purposes of Contract Documents the amount of such payments and charge them to Contractor as if paid to Contractor. Contractor shall remain liable for resulting delay, including liquidated damages and indemnification of Owner from claims of others.

C. Exercise by Owner of the rights conferred upon Owner in this subparagraph is entirely discretionary on the part of Owner. Owner shall have no duty or obligation to exercise the rights referred to in this subparagraph and its failure to exercise such rights shall not be deemed an approval of existing Work

progress or a waiver or limitation of Owner's right to exercise such rights in other concurrent or future similar circumstances. (The rights conferred upon Owner under this subparagraph are, like all other such rights, cumulative to Owner's other rights under any provision of the Contract Documents.)

8.04 Contractor to Maintain Project Record Documents

A. As more specifically described in Section 01 7839, Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Contract Modifications, Change Orders, Work Directives, Force Account orders, and written interpretations and clarifications in good order and annotated to show all as-built changes made during construction. These Project Record Documents, together with all approved Samples and a counterpart of all approved Shop Drawings, shall be maintained and available to Owner for reference. Upon completion of the Work, Contractor shall deliver to Owner, the Project Record Documents, Samples and Shop Drawings and as-built drawings.

B. Throughout Contractor's performance of the Work of the Project, Contractor shall maintain construction records to include: shop drawings; product data/material data sheets; samples; submittal; purchases; materials; equipment; inspections; applicable handbooks; applicable codes and standards; maintenance and operating manuals and instructions; RFI Log; Submittal Log; other related documents and revisions which arise out of the Construction Contracts. Contractor shall maintain records of principal building layout lines, elevations for the bottom of footings, floor levels, and key site elevations (certified by a qualified surveyor or professional engineer). Contractor shall make all records available to Owner. At the completion of the Project, Contractor shall deliver all such records to the Owner to have a complete set of record as-built drawings.

8.05 Contractor to Not Disrupt Owner Operation

A. Contractor shall schedule and execute all Work in a manner that does not interfere with or disrupt Owner operations including, without limitation, parking, utilities (electricity, gas, water), noise, access by employees and administration, access by vendors, physicians, patients and any other person or entity using Owner facilities or doing business with Owner. Contractor shall produce and supply coordination plans and requests to Owner, following Owner procedures, for all necessary interference of construction with Owner, which Owner will reasonably cooperate with.

8.06 Contractor to Provide Temporary Facilities and Controls

A. Unless expressly provided otherwise in the Contract Documents, Contractor shall provide all temporary utilities (including without limitation electricity, water, natural gas), lighting, heating, cooling and ventilating devices, telephone, sanitary facilities, barriers, fences and enclosures, tree and plant protection, fire protection, pollution, erosion, Storm Water Pollution Prevention controls, noise and traffic control, and any other necessary services required for construction, testing or completion of the Work.

ARTICLE 9 - WARRANTY, GUARANTY, AND INSPECTION OF WORK

9.01 Warranty and Guaranty

A. General Representations and Warranties: Contractor represents and warrants that it is and will be at all times fully qualified and capable of performing every Phase of the Work and to complete Work in accordance with the terms of Contract Documents. Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices and all requirements of Contract Documents. Contractor warrants that Work including, without limitation, each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use, and free from defects in design, engineering, materials, construction and workmanship. Contractor warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses, and permits, Drawings and Specifications and all descriptions set forth therein, and all other requirements of Contract Documents. Contractor shall not be responsible, however, for the negligence of others in the specification of specific equipment, materials, design parameters and means or methods of construction where that is specifically shown and expressly required by Contract Documents.

B. Extended Warranties: Any warranty exceeding one year provided by the supplier or manufacturer of any equipment or materials used in the Project shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials and shall supply Owner with all warranty

and guarantee documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers.

C. Environmental and Toxics Warranty: The covenants, warranties and representations contained in this Paragraph are effective continuously during Contractor's Work on the Project and following cessation of labor for any reason including, without limitation, Project completion. Contractor covenants, warrants and represents to Owner that:

1. To Contractor's knowledge after due inquiry, no lead or Asbestos-containing materials were installed or discovered in the Project at any time during Contractor's construction thereof. If any lead or Asbestos-containing materials were discovered, Contractor made immediate written disclosure to Owner.
2. To Contractor's knowledge after due inquiry, no electrical transformers, light fixtures with ballasts or other equipment containing PCBs are or were located on the Project at any time during Contractor's construction thereof.
3. To Contractor's knowledge after due inquiry, no storage tanks for gasoline or any other toxic substance are or were located on the Project at any time during Contractor's construction thereof. If any such materials were discovered, Contractor made immediate written disclosure to Owner.
4. Contractor's operations concerning the Project are and were not in violation of any applicable environmental federal, state, or local statute, law or regulation dealing with hazardous materials substances or toxic substances and no notice from any governmental body has been served upon Contractor claiming any violation of any such law, ordinance, code or regulation, or requiring or calling attention to the need for any Work, repairs, construction, alteration, or installation on or in connection with the Project in order to comply with any such laws, ordinances, codes, or regulations, with which Contractor has not complied. If there are any such notices with which Contractor has complied, Contractor shall provide Owner with copies thereof.

9.02 Inspection of Work

A. Work and materials, and manufacture and preparation of materials, from beginning of construction until Final Completion and acceptance of Work, shall be subject to inspection and rejection by Owner, its agents, representatives or independent contractors retained by Owner to perform inspection services, or governmental agencies with jurisdictional interests. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and program so that they may comply therewith as applicable. Upon request or where specified, Owner shall be afforded access for inspection at the source of supply, manufacture or assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections.

B. Contractor shall furnish, in such quantities and sizes as may be required for proper examination and tests, Samples or test specimens of all materials to be used or offered for use in connection with Work. Contractor shall prepare Samples or test specimens at its expense and furnish them to Owner. Contractor shall submit all Samples in ample time to enable Owner to make any necessary tests, examinations, or analyses before the time it is desired to incorporate the material into the Work.

C. Contractor shall give Owner timely notice of readiness of Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

D. Upon advance notice as set forth above, Owner will endeavor to schedule required inspections, but if resources are not available, Contractor may need to reschedule the Work at no additional cost to the Owner.

E. If applicable laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, and furnish Owner with the required certificates of inspection, or approval. Owner will pay the cost of initial testing and Contractor shall pay all costs in connection with any follow-up or additional testing. Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for the acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

F. If Contractor covers any Work, or the work of others, prior to any required inspection, test or approval without written approval of Owner, Contractor shall uncover the Work at Owner's request.

Contractor shall bear the expense of uncovering Work and replacing Work. In any case where Contractor covers Work contrary to Owner's request, Contractor shall uncover Work for Owner's observation or inspection at Owner's request. Contractor shall bear the cost of uncovering Work.

G. Whenever required by Owner, Contractor shall furnish tools, labor and materials necessary to make examination of Work that may be completed or in progress, even to extent of uncovering or taking down portions of finished Work. Should Work be found unsatisfactory, cost of making examination and of reconstruction shall be borne by Contractor. If Work is found to be satisfactory, Owner, in manner herein prescribed for paying for alterations, Modifications, and extra Work, except as otherwise herein specified, will pay for examination.

H. Inspection of the Work by or on behalf of Owner, or Owner's failure to do so, shall not under any circumstances be deemed a waiver or approval of any non-conforming aspect of the Work. Contractor shall have an absolute duty, in the absence of a written Change Order signed by Owner, to perform Work in conformance with the Contract Documents and to immediately correct Defective Work immediately upon Contractor's knowledge.

I. Any inspection, evaluation, or test performed by or on behalf of Owner relating to the Work is solely for the benefit of Owner, and shall not be relied upon by Contractor. Contractor shall not be relieved of the obligation to perform Work in accordance with the Contract Documents, nor relieved of any guaranty, warranty, or other obligation, as a result of any inspections, evaluations, or tests performed by Owner, whether or not such inspections, evaluations, or tests are permitted or required under the Contract Documents. Contractor shall be solely responsible for testing and inspecting Work already performed to determine whether such Work is in proper condition to receive later Work.

9.03 Correction of Defective Work

A. Owner may direct Contractor to correct any Defective Work or remove it from the Site and replace it with Work that is not Defective and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the correction or removal. Also, if Contractor fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the Work in such a way that the completed Work will conform to Contract Documents, Owner may direct Contractor to perform the Work in accordance with the Contract Documents, correct or replace any such Defective Work, or stop any portion of Work.

B. Owner may correct and remedy the Defective Work or perform any other work, corrective or otherwise, if, after five Days' written notice to Contractor, Contractor fails to correct Defective Work or to remove and replace rejected Work; or provide a plan for correction of Defective Work acceptable to Owner; or perform Work in accordance with Contract Documents. In connection with such corrective and remedial action, Owner may exclude Contractor from all or part of the Site; take possession of all or part of Work and suspend Contractor's Work related thereto; take possession of all or part of Contractor's tools, appliances, construction equipment and machinery at the Site; and incorporate in Work any materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, its representatives, agents, employees, and other contractors and consultants' access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. Contractor shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by Owner in exercising rights and remedies under this Paragraph. Contractor shall be responsible for any and all claims, costs, losses and damages caused by or resulting from such correction or removal. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may decide the proper amount or, in its discretion may elect to leave the Contract Sum unchanged and deduct from monies due Contractor, all such claims, costs, losses and damages caused by or resulting from exercising its rights and remedies. If Contractor disagrees with Owner's calculations, it may make a claim as provided in Article 12 of this Document 00 7200.

D. These Owner rights and remedies are entirely discretionary on the part of Owner, and shall not give rise to any duty on the part of Owner to exercise the rights for the benefit of Contractor or any other party. Owner's rights under this Paragraph shall be in addition to any other rights it may have under the Contract Documents or by law. Owner's failure to demand correction of defective work does not relieve the Contractor from delivering a Project that comports with the Project's plans and specifications.

9.04 Acceptance of Defective Work

A. Owner may in its sole discretion elect to accept Defective Work. Contractor shall pay all claims, costs, losses and damages attributable to Owner's evaluation of and determination to accept such Defective Work. If Owner accepts any Defective Work prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may deduct from monies due Contractor, all claims, costs, losses, damages, expenses and liabilities attributable to the Defective Work. If Contractor disagrees with Owner's calculations, Contractor may make a claim as provided in Article 12 of this Document 00 7200. If Owner accepts any Defective Work after final payment, Contractor shall pay to Owner, an appropriate amount as determined by Owner.

9.05 Rights upon Inspection, Correction or Acceptance

A. Contractor shall not be allowed an extension of Contract Time because of any delay in the performance of Work attributable to the exercise by Owner of its rights and remedies under this Article. Where Owner exercises its rights under this Article, it retains and may still exercise all other rights it has by law or under the Contract Documents including, without limitation, the right to terminate Contractor's right to proceed with the Work under the Contract Documents for cause and/or make a claim or back charge where a Change Order cannot be agreed upon.

B. Observation or inspection by Owner or its authorized agents or representatives shall not relieve Contractor of its obligation to have furnished material and workmanship in accordance with Contract Documents. Payment for Work completed through periodic progress payments, final payment or otherwise shall not operate to waive Owner's right to require full compliance with Contract Documents and shall in no way be deemed as acceptance of any defective Work paid therefor. Contractor's obligation to complete the Work in accordance with Contract Documents shall be absolute, unless Owner agrees otherwise in writing.

9.06 Proof of Compliance of Contract Provisions

A. In order that Owner may determine whether Contractor has complied or is complying with requirements of Contract Documents not readily enforceable through inspection and tests of Work and materials, Contractor shall at any time, when requested, submit to Owner properly authenticated documents or other satisfactory proofs of compliance with all applicable requirements.

B. Before commencing any portion of Work, Contractor shall inform Owner in writing as to time and place at which Contractor wishes to commence Work, and nature of Work to be done, in order that proper provision for inspection of Work may occur, and to assure measurements necessary for record and payment. Information shall be given to Owner a reasonable time in advance of time at which Contractor proposes to begin Work, so that Owner may complete necessary preliminary work without inconvenience or delay to Contractor.

9.07 Correction Period and Project Warranty Period

A. If within one year after the date of Final Acceptance, or such longer period of time as may be prescribed by laws, regulations or by the terms of Contract Documents or any extended warranty or guaranty, any Work (completed or incomplete) is found to be Defective, Contractor shall promptly without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by Owner and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

B. In special circumstances where a part of the Work is occupied or a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the correction period for that part of Work or that item may start to run from an earlier date if so provided by Change Order.

C. Where Defective Work or rejected Work (and damage to other Work resulting therefrom) has been corrected, removed, or replaced under this Paragraph after the commencement of the correction period, the correction period hereunder with respect to such Work shall be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

9.08 No Waiver

A. Neither recordation of Final Acceptance, nor final certificate for payment, nor provision of the Contract, nor partial or entire use or occupancy of premises by Owner shall constitute acceptance of Work not done in accordance with Contract Documents nor relieve Contractor of liability in respect to express warranties or responsibility for faulty materials or workmanship.
B. If, after installation, operation, or use of materials or equipment to be provided under Contract proves to be unsatisfactory to Owner, Owner shall have the right to operate and use materials or equipment until said materials and equipment can, without damage to Owner, be taken out of service for correction or replacement. Period of use of Defective materials or equipment pending correction or replacement shall in no way decrease guarantee period required for acceptable corrected or replaced items of materials or equipment.
C. Nothing in the Contract Documents shall be construed to limit, relieve, or release Contractor's, Subcontractors', and equipment suppliers' liability to Owner for damages sustained as result of latent defects in materials or equipment caused by negligence of Contractor, its agents, suppliers, employees, or Subcontractors.

ARTICLE 10 - MODIFICATIONS OF CONTRACT DOCUMENTS

10.01 Owner's Right to Direct Changed Work

A. Owner may, without notice to the sureties and without invalidating the Contract, make changes in the Work (**Changed Work**), including without limitation: alterations, deviations, additions to, or deletions from Contract Documents; increase or decrease the quantity of any item or portion of the Work; expand, reduce or otherwise change the Contract Time; delete any item or portion of the Work; and require extra Work. Contractor shall perform such Work under applicable provisions of the Contract Documents, unless specifically provided otherwise at the time the change is ordered. In the case of any ordered extra Work, Owner reserves the right to furnish all or portions of associated labor, material, and equipment, which Contractor shall accept and use without payment for costs, markup, profit, or otherwise for such Owner-furnished labor, materials, and equipment.
B. If Changed Work is of such a nature as to increase or decrease the time or cost of any part of Work, price fixed in Contract shall be increased or decreased by amount as the Contractor and Owner may agree upon as reasonable and proper allowance for increase or decrease in cost of Work using the cost guidelines set forth in this Article, and absent such agreement, then as Owner may direct (with Contractor retaining its rights under Article 12 herein).

10.02 Required Documentation for Changed Work

A. Changes affecting the Contract Time or Contract Sum of the Work shall be set forth in a written Change Order or Change Directive that shall specify:

1. The Work performed in connection with the change to be made;
2. The amount of the adjustment of the Contract Sum, if any, and the basis for compensation for the Work ordered; and
3. The extent of the adjustment in the Contract Time, if any.

B. A Change Order or Change Directive will become effective when signed by Owner, notwithstanding that Contractor has not signed it. A Change Order will become effective without Contractor's signature, provided Owner indicates same thereon (by indicating it as a "unilateral change order").
C. All changes in any plans and specifications approved by any authority with jurisdiction may also require addenda or change orders approved by that authority.
D. Where Owner requests, a performance bond rider covering the changed Work must be executed and delivered to Owner before proceeding with the changed Work or shortly in time thereafter.

10.03 Procedures and Pricing of Changed Work

A. Procedures for changed work and pricing of changed work, claims and all forms of extra compensation, are set forth in Section 01 2600 (Modification Procedures).

ARTICLE 11 - TIME ALLOWANCES

11.01 Time Allowances

A. Time is of the essence. Contract Time may only be changed by Change Order, and all time limits stated in the Contract Documents are to mean that time is of the essence.
B. Float. Float shall be treated as a Project resource. Contractor shall not be entitled to a time extension for impacts that consume float, but do not impact the critical path.
C. Time extensions will not be granted unless substantiated by the Critical Path Method **(CPM**) Schedule, and then not until the CPM project float becomes zero. If Contractor fails to submit a Time Impact Evaluation (TIE), as required by Section 01 2600 (Modification Procedures) and Section 01 3200 (Progress Schedules and Reports), within the required time period, then Contractor shall be deemed to have agreed that there is no time impact and that Contractor has irrevocably waived its rights to any additional Contract Time.

11.02 Excusable Delay and Inexcusable Delay Defined

A. Excusable Delay. Subject to the provisions on Notice of Delay below, Contract Time may be adjusted in an amount equal to the time lost due to:

1. Changes in the Work ordered by Owner (**Changes**);
2. Acts or neglect by Owner, Architect, any Owner Representative, utility owners or other contractors performing other work, not permitted or provided for in the Contract Documents, provided that Contractor has performed its responsibilities under the Contract Documents (including, without limitation, pre-bid investigations) (**Acts or Neglect**); or
3. Fires, floods, epidemics, abnormal weather conditions beyond the parameters otherwise set forth in this Article, earthquakes, civil or labor disturbances, or acts of God (together, “force majeure events”), provided damages resulting therefrom are not the result of Contractor’s failure to protect the Work as required by Contract Documents (**Force Majeure**).

B. Inexcusable Delay. Contract Time shall not be extended for any period of time where Contractor (and/or any Subcontractor) is delayed or prevented from completing any part of the Work due to a cause that is within Contractor’s risk or responsibility under the Contract Documents. Delays attributable to or within the control of a Subcontractor, or its subcontractors, or supplier, are deemed delays within the control of Contractor.

11.03 Notice of Delay

A. Within seven Days of the beginning of any delay (excepting adverse weather delays), Contractor shall notify Owner in writing, by submitting a notice of delay that shall describe the anticipated delays resulting from the delay event in question. If Contractor requests an extension of time, Contractor shall submit a TIE, in accordance with by Section 01 2600 (Modification Procedures) and Section 01 3200 (Progress Schedules and Reports), within ten days of the notice of delay. Owner will determine all claims and adjustments in the Contract Time. No claim for an adjustment in the Contract Time will be valid and such claim will be waived if not submitted in accordance with the requirements of this subparagraph. In cases of substantial compliance with the seven-day notice requirement here (but not to exceed twenty-one days from the beginning of the delay event), Owner may in its sole discretion recognize a claim for delay accompanied with the proper TIE, provided Contractor also shows good faith and a manifest lack of prejudice to Owner from the late notice.

11.04 Compensable Time Extensions

A. Subject to other applicable provisions of the Contract Documents, Contractor may be entitled to adjustment in Contract Sum in addition to Contract Time for:

1. Excusable delay caused solely by Changes in the Work ordered by Owner, as provided above, and/or
2. Excusable delay caused solely by Acts or Neglect by Owner or other person, as provided above.

11.05 Non-Compensable Time Extensions

A. Subject to other applicable provisions of the Contract Documents, Contractor may be entitled to adjustment in Contract Time only, without adjustment in Contract Sum, for

1. Periods of excusable delay caused solely by weather or Force Majeure events as provided above in this Article, or
2. Periods of concurrent delay, where delay results from two or more causes, one of which is compensable (resulting from Changes or Acts or Neglect as set forth above in this Article), and the other of which is non-compensable or unexcusable, such as: acts or neglect of Contractor, Subcontractors or others for whom Contractor is responsible; other acts, omissions and conditions which would not entitle Contractor to adjustment in Contract Time; adverse weather; and/or actions of Force Majeure as provided above in this Article.

11.06 Adverse Weather

A. Adverse weather delays may be allowed only if the number of workdays of adverse weather exceeds the parameters listed or referenced immediately below in this subparagraph and Contractor proves that adverse weather actually caused delays to work on the critical path. Contractor shall give written notice of intent to claim an adverse weather day within one Day of the adverse weather day occurring.

B. Claims for extension of time for rain delay will not be granted unless the number of days work is prevented by rain exceeds 100% of the historical average number of rain days for the period of the Contract Time, based on the records of the National Oceanic & Atmospheric Administration (**NOAA**) weather station closest to the Project Site, as measured and reported by NOAA. (For example, for California, Oregon and Washington, these figures are contained in the ">=0.10 inch" column at the applicable weather station's "General Climate Summary Table" for "Precipitation" at http://www.wrcc.dri.edu/climate-summaries/), pro-rated in the individual month Contractor starts and finishes Work. Delays due to adverse weather conditions will not be allowed for weather conditions that fall within these parameters.

C. In order to qualify as an adverse weather delay with respect to the foregoing parameters, daily rainfall must exceed 0.1 inch at the NOAA station located closest to the Project site, as measured and reported by NOAA. Notwithstanding these allowances, Contractor shall at all times employ all available mitigation measures to enable Work to continue, Contractor shall take reasonable steps to mitigate potential weather delays, such as dewatering the Site, lime treatment, and covering Work and material that could be affected adversely by weather. Failure to do so shall be cause for Owner to not grant a time extension due to adverse weather, where Contractor could have avoided or mitigated the potential delay by exercising reasonable care.

D. Contractor shall include the foregoing precipitation parameters as a monthly activity in its progress schedule. As Work on the critical path is affected by precipitation, Contractor shall notify Owner and request that the days be moved to the affected activities. Any adverse weather days remaining shall be considered Project float available to either Owner or Contractor.

E. Adverse weather delay for precipitation shall be recognized for the actual period of time Contractor proves it was delayed by precipitation exceeding the specified parameters. For example, and not by way of limitation, if precipitation exceeding the specified parameters does not in fact delay Contractor's progress on the critical path, then no time extension shall be recognized; and conversely, if Contractor proves to Owner's satisfaction that precipitation exceeding the specified parameters causes delay to Contractor for a period longer than the number of precipitation days incurred (e.g., if it rains or snows during grading work), then Contractor shall be entitled to a time extension equal to the actual period of such delay.

F. During unfavorable weather, wet ground, or other unsuitable construction conditions, Contractor shall employ best practices to protect the Work, manage the construction site and rainwater during inclement weather. Persons performing the Work shall examine surfaces to receive their Work and shall report in writing to Contractor, with copy to Owner representative and the Architect conditions detrimental to the Work. Failure to examine and report discrepancies makes the Contractor responsible, at no increase in Contract Sum, for corrections Owner may require. Commencement of Work constitutes acceptance of surface.

11.07 Liquidated Damages

A. Time is of the essence. Execution of Contract Documents by Contractor shall constitute its acknowledgement that Owner will actually sustain damages in the form of Contract administration expenses

(such as Project management and consultant expenses) in the amount fixed in the Contract Documents for each and every Day during which completion of Work required is delayed beyond expiration of time fixed for completion plus extensions of time allowed pursuant to provisions hereof.

B. Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by Owner because of a delay in completion of all or any part of the Work. Contractor and Owner agree that specified measures of liquidated damages shall be presumed to be the amount of such damages actually sustained by Owner, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

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

D. Contractor and Owner agree that the Key Personnel listed in Contractor's Statement of Qualifications (Document 00 4513) were a material factor in Owner's assessment of Contractor's experience and the adequacy of Contactor's supervisory personnel. Accordingly, Contractor and Owner agree that Contractor shall not remove, reassign or make changes to any of the Key Personnel without Owner's prior written approval. In the event that any Key Personnel leaves the Project, is reassigned and/or is removed and replaced by Contractor before Project Final Completion, for any reason whatsoever, Contractor agrees to pay Owner liquidated damages as set forth in the Agreement (Document 00 5200), unless Contractor can demonstrate to Owner's satisfaction that the Key Personnel were reassigned and/or removed and replaced for reasons beyond Contractor's control.

ARTICLE 12 - CLAIMS BY CONTRACTOR

12.01 Obligation to File Claims for Disputed Work

A. Should it appear to Contractor that the Work to be performed or any of the matters relative to the Contract Documents are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of the Contract Documents, or should any dispute arise regarding the true value of any work performed, work omitted, extra work that the Contractor may be required to perform, time extensions, payment to the Contractor during performance of this Contract, performance of the Contract, and/or compliance with Contract procedures, or should Contractor otherwise seek extra time or compensation FOR ANY REASON WHATSOEVER (collectively, **"Disputed Work"**), then Contractor shall first follow procedures set forth in the Contract Documents (including, without limitation, Paragraphs 11.03, 11.04, 13.03 and 13.04 of this Document 00 7200 and Section 01 2600.) If a dispute remains, then Contractor shall give written notice to Owner that expressly invokes this Article 12. Owner shall decide the issue in writing within 15 days; and Owner's written decision shall be final and conclusive. If Contractor disagrees with Owner's decision, or if Contractor contends that Owner failed to provide a decision timely, then Contractor's SOLE AND EXCLUSIVE REMEDY is to file a written claim within the time limits set forth in Paragraph 12.02 of this Article setting forth Contractor's position as required herein.

B. Duty to Work During Disputes. Notwithstanding any dispute or Disputed Work, Contractor shall continue to prosecute the Work and the Disputed Work in accordance with the Owner's determinations. Contractor's SOLE AND EXCLUSIVE REMEDY for Disputed Work is to file a written claim within the time limits set forth in Paragraph 12.02 of this Article setting forth Contractor's position as required herein.

12.02 Form and Contents of Claim

A. Contractor's written claim must identify itself as a **"Claim"** under this Article 12 and must include the following: (i) a narrative of pertinent events; (ii) citation to contract provisions; (iii) theory of entitlement; (iv) complete pricing of all cost impacts; (v) a Time Impact Evaluation of all time delays that shows actual time impact on the critical path; (vi) documentation supporting items (i) through (v); and (vii) a verification under penalty of perjury of the claim's accuracy. The Claim shall be submitted to Owner within thirty (30) calendar days of receiving Owner's written decision, or the date Contractor contends such decision was

due, and shall be priced like a change order according to Section 01 2600, and must be updated monthly as to cost and entitlement if a continuing claim. Routine contract materials, for example, correspondence, RFI, Change Order requests, or payment requests shall not constitute a claim. Contractor shall bear all costs incurred in the preparation and submission of a claim.

B. Regarding delay and impact costs of any nature, Contractor may not seek delay compensation for on-Site or off-Site costs based on formulas, e.g., "Eichleay" or other formula. Rather, Contractor shall prove actual costs resulting from such delays. If Contractor requests compensation for delay to the construction, then Contractor shall prove and document actual costs plus markup per the cost categories and procedures in Section 01 2600 (Modification Procedures) in order to request, claim or prove compensation for delay.

12.03 Administration During/After Claim Submission

A. Owner may render a final determination based on the Claim or may in its discretion conduct an administrative hearing on Contractor's claim, in which case Contractor shall appear, participate, answer questions and inquiries, and present any further evidence or analysis requested by Owner prior to rendering a final determination. Should Owner take no action on the Claim within 45 days of submission, it shall be deemed denied.

B. Notwithstanding and pending the resolution of any claim or dispute, Contractor shall diligently prosecute the disputed work to final completion in accordance with Owner's determination.

C. Public Contract Code Section 9204 specifies provisions on resolving contract claims of any size, and Public Contract Code Section 20104, et seq., specifies required provisions on resolving contract claims less than $375,000. Those statutes constitute a part of this Contract. In the event any other Contract provision violates such statutes, the applicable statute controls. See Section 01 4100.

12.04 Compliance

A. The provisions of this Article 12 constitute a non-judicial claim settlement procedure that, pursuant to Government Code Section 930.2, shall constitute a condition precedent to submission of a valid Government Code Claim under the Government Code. Contractor shall bear all costs incurred in the preparation, submission and administration of a claim. Any claims presented in accordance with the Government Code must affirmatively indicate Contractor's prior compliance with the claims procedure herein and the previous dispositions under Paragraph 12.03 above of the claims asserted. No suit may be brought against Owner arising out of or in connection with the Project unless and until Contractor presents to Owner a statutory Government Code Claim, in accordance with Government Code Sections 910, et seq. Pursuant to Government Code Section 930.2, the one-year period in Government Code section 911.2 shall be reduced to 150 days from either accrual of the cause of action, substantial completion or termination of the contract, whichever occurs first; in all other respects, the Government Code shall apply unchanged.

B. Failure to submit and administer claims as required in Article 12 shall waive Contractor's right to claim on any specific issues not included in a timely submitted claim. Claim(s) or issue(s) not raised in a timely protest and timely claim submitted under this Article 12 may not be asserted in any subsequent litigation, Government Code Claim, or legal action.

C. Contractor shall present as its claims all Subcontractor, sub-Subcontractor and supplier claims of any type, and prove them under the terms of the Contract Documents. Owner shall not be directly liable to any Subcontractor, any supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages or extra costs of any type arising out of or resulting from the Project.

D. Owner shall not be deemed to waive any provision under this Article 12, if at Owner's sole discretion, a claim is administered in a manner not in accord with this Article 12. Waivers or modifications of this Article 12 may only be made a signed change order approved as to form by legal counsel for both Owner and Contractor; oral or implied modifications shall be ineffective.

12.05 Mediation

A. All Contractor claims not otherwise subject to Public Contract Code Sections 20104, et seq., shall, as a condition precedent to litigation thereon, first be mediated. Mediation shall be confidential, non-binding, pursuant to the construction mediation procedures of JAMS in Benicia, California, and utilize the services of a mediator mutually acceptable to the parties. If the parties are unable to

agree, the mediator will be selected by JAMS from its panel of approved construction industry mediators, having a minimum of 20 years' experience in the construction industry.

B. All statutes of limitation shall be tolled from the date of the demand for mediation until a date two weeks following the mediation's conclusion. All unresolved Contractor claims shall be submitted to the same mediator. The cost of mediation shall be equally shared by all parties to the mediation. The parties shall, prior to the commencement of a mediation pursuant to this Paragraph, upon notice of the other party, exchange relevant, non-privileged project documents in compliance with Code of Civil Procedure Sections 2031.010, et seq. Additionally, the parties may agree mutually to engage in additional discovery prior to mediation. Should the parties proceed with additional discovery, they shall, unless mutually agreed otherwise, comply with Code of Civil Procedure Sections 2019, et. seq. The Mediator will have jurisdiction to resolve any discovery disputes relating to the Mediation.

ARTICLE 13 - UNDERGROUND CONDITIONS

13.01 Contractor to Locate Underground Facilities

A. During construction, Contractor shall comply with Government Code Sections 4216 to 4216.9, and in particular Section 4216.2 which provides, in part: "Except in an emergency, every person planning to conduct any excavation shall contact the appropriate regional notification center at least two working days, but no more than 14 calendar days, prior to commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator, and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation."

B. Contractor shall contact USA, and schedule the Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Contractor is charged with knowledge of all subsurface conditions reflected in USA records. Prior to commencing excavation or trenching work, Contractor shall provide Owner with copies of all USA records secured by Contractor. Contractor shall advise Owner of any conflict between information provided in Document 00 3132 (Geotechnical Data and Existing Conditions), the Drawings and that provided by USA records. Contractor's excavation shall be subject to and comply with the Contract Documents.

C. Contractor shall also investigate the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, manholes, new asphalt, meters and junction boxes, on or adjacent to the Site, even if not shown or indicated in Existing Conditions Data, Contract Documents, or USA records, or discovered during Contractor's pre- or post-bid investigation. Contractor shall immediately secure all such available information and notify Owner and the utility owner, in writing, of its discovery.

13.02 Contractor to Protect Underground Facilities

A. At all times during construction, all operating Underground Facilities shall remain in operation, unless the Contract Documents expressly indicate otherwise. Contractor shall maintain such Underground Facilities in service where appropriate; shall repair any damage to them caused by the Work; and shall incorporate them into the Work, including reasonable adjustments to the design location (including minor relocations) of the existing or new installations. Contractor shall take immediate action to restore any in service installations damaged by Contractor's operations.

B. Prior to performing Work at the Site, Contractor shall lay out the locations of Underground Facilities that are to remain in service and other significant known underground installations indicated by the Existing Conditions Data, Contract Documents, USA records, or any material otherwise reasonably available to Contractor or discovered during Contractor's pre- or post-bid investigations. Contractor shall further locate, by carefully excavating with small equipment, potholing and principally by hand, all such utilities or installations that are to remain and that are subject to damage. If additional utilities whose locations are unknown are discovered, Contractor shall immediately report to Owner for disposition of the same. Additional compensation or extension of time on account of utilities not shown or otherwise brought to

Contractor's attention, including reasonable action taken to protect or repair damage, shall be determined as provided in this Document 00 7200.

C. If during construction, an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown, indicated, or discovered in the materials and investigations described in Paragraph 13.02B, above, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby (and in no event later than seven Days), and prior to performing any Work in connection therewith (except in an emergency), identify the owner of such Underground Facility and give written notice to that owner and to Owner. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. The cost of all of the following will be included in the Contract Sum and Contractor shall have full responsibility for (a) reviewing and checking all available information and data including, without limitation, Existing Conditions Data, and information on file at USA; (b) locating all Underground Facilities shown or indicated in the Contract Documents or reasonably available information, or indicated by visual observation including, without limitation, and by way of example only, through performance of all pre-Bid investigations required by this Document 00 7200 and Bidding Documents and post-Bid investigations required by this Document 00 7200, and by engaging qualified locating services and all necessary backhoeing and potholing; (c) coordination of the Work with the owners of such Underground Facilities during construction; and (d) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

E. Consistent with Government Code Section 4215, as between Owner and Contractor, Owner will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for bidding. Owner will compensate for the cost of locating and repairing damage not due to Contractor's failure to exercise reasonable care, removing and relocating such main or trunk line utility facilities not indicated in the Contract Documents or information made available for bidding with reasonable accuracy, and equipment on the Project necessarily idled during such Work. Contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay was caused by the failure of Owner or the utility to provide for removal or relocation of such utility facilities.

13.03 Concealed or Unknown Conditions

A. If either of the following conditions is encountered at Site when digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall give a written Notice of Differing Site Conditions to Owner promptly before conditions are disturbed, except in an emergency as set forth in this Document 00 7200, and in no event later than seven Days after first observance of:

1. Subsurface or Latent physical conditions which differ materially from those indicated in the Contract Documents; or
2. Unknown physical conditions of an unusual nature or which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

B. In response to Contractor's Notice of Differing Site Conditions under this Paragraph, Owner will investigate the identified conditions, and if they differ materially and cause increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, Owner will negotiate the appropriate change order following the procedures set forth in the Contract Documents. If Owner determines that physical conditions at the Site are not Latent or are not materially different from those indicated in Contract Documents or that no change in terms of the Contract Documents is justified, Owner will so notify Contractor in writing, stating reasons (with Contractor retaining its rights under Article 12 of this Document 00 7200.)

C. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed Latent or materially different Site conditions (whether above or below grade) if Contractor knew or should have known of the existence of such conditions at the time Contractor submitted its Bid, failed to give proper notice, or relied upon information, conclusions, opinions or deductions of the kind that the Contract Documents preclude reliance upon.

D. Regarding Underground Facilities, Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that is owned and was built by Owner only where the Underground Facility:

1. Was not shown or indicated in the Contract Documents or in the information supplied for bidding purposes or in information on file at USA; and
2. Contractor did not know of it; and
3. Contractor could not reasonably have been expected to be aware of it or to have anticipated it from the information available. (For example, if surface conditions such as pavement repairs, valve covers, or other markings, indicate the presence of an Underground Facility, then an increase in the Contract Sum or an extension of the Contract Time will not be due, even if the Underground Facility was not indicated in the Contract Documents, in the information supplied to Contractor for bidding purposes, in information on file at USA, or otherwise reasonably available to Contractor.)

E. Contractor shall bear the risk that Underground Facilities not owned or built by Owner may differ in nature or locations shown in information made available by Owner for bidding purposes, in information on file at USA, or otherwise reasonably available to Contractor. Underground Facilities are inherent in construction involving digging of trenches or other excavations on Owner's Project, and Contractor is to apply its skill and industry to verify the information available.

F. Contractor's compensation for claimed Latent or materially different Site conditions shall be limited to the actual, reasonable, incremental increase in cost of that portion of the Work, resulting from the claimed Latent or materially different Site conditions. Such calculation shall take into account the estimated value of that portion of the Work and the actual value of that portion of the Work, using for guidance Contractor's or its subcontractor's bid amount and actual amounts incurred for that portion of the Work and the reasonable expectation (if any) of differing or difficult site conditions in the Work area based on the available records and locale of the Work. For example, if Contractor excavates in an area unexpected, then such costs would be recoverable entirely; while if Contractor extends an existing excavation, then such costs would be recoverable if the resulting excavation costs in that work area exceeded the reasonable expectations therefore.

13.04 Notice of Hazardous Waste or Materials Conditions

A. Contractor shall give a written Notice of Hazardous Materials Condition to Owner promptly, before any of the following conditions are disturbed (except in an emergency as set forth in this Document 00 7200), and in no event later than 24 hours after first observance of any:

1. Material that Contractor believes may be hazardous waste or hazardous material, as defined in Section 25117 of the California Health and Safety Code (including, without limitation, Asbestos, lead, PCBs, petroleum and related hydrocarbons, and radioactive material) that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law (**hazardous material**); or
2. Other material that may present an imminent substantial danger to persons or property exposed thereto in connection with Work at the Site (**other materials**).

B. Except as otherwise provided in the Contract Documents or as provided by applicable law, Contractor shall not be required to give any notice for the disturbance or observation of any such hazardous materials or other materials where such matter is disturbed or observed as part of the scope of Work under the Contract Documents (such as hazardous waste or hazardous material investigation, remediation or disposal activities which are identified as the subject of Work under the Contract Documents), where Contractor complies with all requirements in the Contract Documents and applicable law respecting such materials.

C. Contractor's Notice of Hazardous Materials Condition shall indicate whether the hazardous materials or other materials were shown or indicated in the Contract Documents to be within the scope of Work, and whether the hazardous materials or other materials were brought to the Site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible.

D. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed hazardous waste or materials if:

1. Contractor knew of the existence of such hazardous materials or other materials at the time Contractor submitted its Bid; or
2. Contractor should have known of the existence of such hazardous material or other materials as a result of its having the responsibility to obtain additional or supplementary examinations, investigation, explorations, tests, studies, and data concerning the conditions at or contiguous to the Site prior to submitting its Bid; or

3. Contractor failed to give the written notice within the required timeframe set forth below.

E. If Owner determines that conditions involve hazardous materials or other materials and that a change in Contract Document terms is justified, Owner will issue either a Request for Proposal or Construction Change Directive under the procedures described in the Contract Documents. If Owner determines that conditions do not involve hazardous materials or other materials or that no change in Contract Document terms is justified, Owner will notify Contractor in writing, stating the reasons for its determination.

F. In addition to the parties' other rights under this Document 00 7200, if Contractor does not agree to resume Work based on a reasonable belief that it is unsafe, or does not agree to resume Work under special conditions, Owner may order the disputed portion of Work deleted from the Work, or performed by others, or Owner may invoke its right to terminate Contractor's right to proceed under the Contract Documents in whole or in part, for convenience or for cause as the facts may warrant.

G. If Contractor does not agree with any Owner determination of any adjustment in the Contract Sum or Contract Time under this Article, Contractor may make a claim as provided in Article 12 of this Document 00 7200.

ARTICLE 14 - LEGAL AND MISCELLANEOUS

14.01 Laws and Regulations

A. Contractor shall keep fully informed of and shall comply with all laws, ordinances, regulations and orders of any properly constituted authority affecting the Contract Documents, Work and persons connected with Work, and shall protect and indemnify Owner and its officers, employees, consultants and agents against any claim or liability, including attorney's fees, arising from or based on violation of law, ordinance, regulation or order, whether by Contractor or by Subcontractors, employees or agents. Authorized persons may at any time enter upon any part of Work to ascertain compliance of all applicable laws, ordinances, regulations and orders.

14.02 Permits and Taxes

A. Contractor shall procure all permits and licenses applicable to the Work (including environmental matters to the extent applicable); pay all charges and fees, including fees for street opening permits; comply with, implement and acknowledge effectiveness of all permits; initiate and cooperate in securing all required notifications or approvals therefore; and give all notices necessary and incident to due and lawful prosecution of Work, unless otherwise provided herein. Owner will pay applicable building permits, sanitation and water fees for the completed construction, except as otherwise provided in the Contract Documents. Contractor shall pay all sales and/or use taxes levied on materials, supplies, or equipment purchased and used on or incorporated into Work, and all other taxes properly assessed against equipment or other property used in connection with Work, without any increase in the Contract Sum. Contractor shall make necessary arrangements with proper authorities having jurisdiction over roads, streets, pipelines, navigable waterways, railroads, and other works in advance of operations, even where Owner may have already obtained permits for the Work.

14.03 Communications and Information Distribution

A. All communications recognized under the Contract Documents shall be in writing, in the form of a serialized document, by type of communication. For example, RFI's shall be serialized beginning with RFI No. 1; payment applications shall be serialized beginning with Payment Application No. 1, submittals shall be serialized per specification section and transmitted with transmittal sheets beginning with Transmittal No. 1; and correspondence shall be serialized beginning with letter No. 1. Contractor may propose other record management and identification systems or protocols, intended to facilitate orderly transmittal of project information, storage and retrieval of such information, which Owner will review consistent with these stated objectives, and accept or reject in its sole discretion.

B. Documents Requiring Signatures. All documents requiring signatures for approval prior to implementing action, as stipulated in other portions of Contract Documents, shall require a manually signed, serialized letter delivered to the other party at its address for notice otherwise specified in the Contract Documents, either personally or by mail.

C. Electronic data transfer of such correspondence will serve to expedite preliminary concurrence of information, only. Receipt of "hard copy" signature on forms is required prior to implementing action or work as the conditions may require. For example, change orders and authorizations for extra cost, require signatures. A party may acknowledge receipt of PDF copies of required correspondence by e-mail, but in the absence of such acknowledgment, mail or personal delivery is required.
D. All emails shall be copied to Owner's and Contractor's Project Representative. Owner reserves the right to preclude e-mail communication, in whole or in part, as Project needs may require. Communication between Owner and Contractor shall not be via Twitter, Facebook, or other types of instant text message systems. Any such communications shall be inadmissible for any purpose related to this Contract.

14.04 Suspension of Work

A. Owner may, without cause, order Contractor in writing to suspend, delay or interrupt Work in whole or in part for such period of time as Owner may determine. An adjustment shall be made for increases in cost of performance of Work of the Contract Documents caused by any such suspension, delay or interruption, calculated using the measures set forth in Section 01 2600 (Modification Procedures). No adjustment shall be made to extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible.

14.05 Termination of Contract for Cause

A. Owner may declare Contractor in default and terminate Contractor's right to proceed under the Contract Documents, for cause, should Contractor be the subject of a voluntary or involuntary petition in bankruptcy or admit in writing its inability to pay debts as they may become due. The Contractor shall be in default of the Contract Documents and Owner may terminate the Contractor's right to proceed under the Contract Documents, for cause, in whole or in part, should the Contractor commit a material breach of the Contract Documents and not cure such breach within ten (10) calendar days of the date of notice from Owner to the Contractor demanding such cure; or, if such breach is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for the Contractor to avail itself of a time period in excess of 10 calendar days, the Contractor must provide Owner within the ten (10) day period with a written cure plan acceptable to Owner that demonstrates actual resources, personnel and a schedule to promptly to cure said breach, and then diligently commence and continue such cure according to the written plan)
B. If Owner at any time reasonably believes that Contractor is or may be in default under the Contract Documents as provided above, then Owner may in its sole discretion notify Contractor of this fact and request written assurances from Contractor of performance of Contract Documents and a written plan from Contractor to remedy any default under the terms of Contract Documents that Owner may advise Contractor of in writing. Contractor shall, within ten (10) Days of Owner's request, deliver a written cure plan that meets the requirements of the written cure plan as defined above. Failure of Contractor to provide such written assurances of performance and the required written cure plan within ten (10) Days of request will constitute a material breach of Contract Documents sufficient to justify termination for cause.
C. In the event of termination by Owner for cause as provided herein, the Contractor shall deliver to Owner possession of the Work in its then condition including, without limitation, all designs, engineering, Project records, cost data of all types, plans and specifications and contracts with vendors and subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or only have salvage value at the end of the construction period. The Contractor shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of the Contract Documents. The provisions of this Section shall not be interpreted to diminish any right that Owner may have to claim and recover damages for any breach of the Contract Documents or otherwise, but rather, the Contractor shall compensate Owner for all loss, cost, damage, expense, and/or liability suffered by Owner as a result of such termination and/or failure to comply with the Contract Documents.
D. In the event a termination for cause is later determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and the Contractor shall have no greater rights than it would have had following a termination for convenience. Any Contractor claim

arising out of a termination for cause shall be made in accord with Article 12 herein. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by the Contractor.

14.06 Termination of Contract for Convenience

A. Owner may terminate performance of the Work under the Contract Documents in accordance with this clause in whole, or from time to time in part, whenever Owner shall determine that termination is in Owner's best interest. Termination shall be effected by Owner delivering to the Contractor notice of termination specifying the extent to which performance of the Work under the Contract Documents is terminated, and the effective date of the termination.

B. Contractor shall comply strictly with Owner's direction regarding the effective date of the termination, the extent of the termination, and shall stop work on the date and to the extent specified.

C. Contractor shall be entitled to a total payment on account of the Contract work so terminated measured by (i.) the actual cost to Contractor of Work actually performed, up to the date of the termination, with profit and overhead limited to twelve percent (12%) of actual cost of work performed, up to but not exceeding the actual contract value of the work completed as measured by the Schedule of Values and Progress Schedule, (ii.) offset by payments made and other contract credits. In connection with any such calculation, however, Owner shall retain all rights under the Contract Documents including, without limitation, claims, indemnities, or setoffs.

D. Under no circumstances may Contractor recover legal costs of any nature, nor may Contract recover costs incurred after the date of the termination.

14.07 Contingent Assignment of Subcontracts

A. Contractor hereby assigns to Owner each Subcontract for a portion of the Work, provided that:

1. The assignment is effective only after Owner's termination of Contractor's right to proceed under the Contract Documents (or portion thereof relating to that Subcontract) as set forth herein.
2. The assignment is effective only for the Subcontracts which Owner expressly accepts by notifying the Subcontractor in writing;
3. The assignment is subject to the prior rights, if any, of the Surety, obligated by Document 00 6113.13 (Construction Performance Bond) provided under the Contract Documents, where the Surety exercises its rights to complete the Contract;
4. After the effectiveness of an assignment, Contractor shall, at its sole cost and expense (except as otherwise provided in this Document 00 7200), sign all instruments and take all actions reasonably requested by Owner to evidence and confirm the effectiveness of the assignment in Owner; and
5. Nothing in this Paragraph shall modify or limit any of Contractor's obligations to Owner arising from acts or omissions occurring before the effectiveness of any Subcontract assignment including, without limitation, all defense, indemnity and hold-harmless obligations arising from or related to the assigned Subcontract.

14.08 Remedies and Contract Integration

A. Subject to Contract Documents provisions regarding Contractor claims, claim review, and claim resolution, and subject to the limitations therein, the exclusive jurisdiction and venue for resolving all claims, counter claims, disputes and other matters in question between Owner and Contractor arising out of or relating to Contract Documents, any breach thereof or the Project shall be the applicable court of competent jurisdiction located in the State and County where the Project is located. All Owner remedies provided in the Contract Documents shall be taken and construed as cumulative and not exclusive; that is, in addition to each and every other remedy herein provided; and in all instances Owner shall have any and all other equitable and legal rights and remedies which it would have according to law.

B. The Contract Documents, any Contract Modifications, Change Orders and Change Directives, as further described in Section 01 2600, shall represent the entire and integrated agreement between Owner and Contractor regarding the subject matters hereof and thereof and shall constitute the exclusive statement of the terms of the parties' agreement. The Contract Documents, and any Contract Modifications and Change Orders, shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of the Contract Documents or written Modifications. Owner and Contractor represent and agree that, except as otherwise expressly provided in the Contract Documents, they are entering into the Contract Documents and any subsequent written

Modification in sole reliance upon the information set forth or referenced in the Contract Documents or Contract Modifications; the parties are not and will not rely on any other information, which shall be inadmissible in any proceeding to enforce these documents.

C. Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

D. Neither acceptance of the whole or any part of Work by Owner nor any verbal statements on behalf of Owner or its authorized agents or representatives shall operate as a waiver or modification of any provision of the Contract Documents, or of any power reserved to Owner herein nor any right to damages provided in the Contract Documents.

14.09 Interpretation

A. Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).

B. Contract Documents shall not be construed to create a contractual relationship of any kind between (i) Project Manager or any Owner's representative and Contractor; (ii) Owner and/or its Representatives and a Subcontractor, sub-Subcontractor, or supplier of any Project labor, materials, or equipment; or (iii) between any persons or entities other than Owner and Contractor.

14.10 Patents

A. Fees or claims for any patented invention, article or arrangement that may be used upon or in any manner connected with performance of the Work or any part thereof shall be included in the Bid price for doing the Work. Contractor shall defend, indemnify and hold harmless Owner and each of its officers, employees, consultants and agents including, without limitation, the Board and each Owner's Representative, from all damages, claims for damages, costs or expenses in law or equity, including attorney's fees, arising from or relating to any claim that any article supplied or to be supplied under the Contract Documents infringes on the patent rights, copyright, trade name, trademark, service mark, trade secret or other intellectual property right of any person or persons or that the person or entity supplying the article does not have a lawful right to sell the same. Such costs or expenses for which Contractor agrees to indemnify and hold harmless the above indemnities include but are not limited to any and all license fees, whether such fees are agreed by any indemnitee or ordered by a court or administrative body of any competent jurisdiction.

14.11 Substitution for Patented and Specified Articles

A. Except as noted specifically in the instructions to Bidders or in Contract Documents, whenever in Specifications, material or process is designated by patent or proprietary name or by name of manufacturer, such designation shall be deemed to be used for purpose of facilitating description of material and process desired, and shall be deemed to be followed by the words "or Approved Equal" and Contractor may offer any substitute material or process that Contractor considers "Equal" in every respect to that so designated and if material or process offered by Contractor is, in opinion of Owner, Equal in every respect to that so designated, its use will be approved. However, Contractor may utilize this right only by timely submitting Document 00 6325 (Substitution Request Form) as provided in Document 00 2113 (Instructions to Bidders). A substitution will be approved only if it is a true "or Equal" item in every aspect of its design and quality including, without limitation, its dimensions, weights, service requirements, durability, functioning, impact on contiguous construction elements, overall schedule and design.

14.12 Interest of Public Officers

A. No representative, officer, or employee of Owner no member of the governing body of the locality in which the Project is situated, no member of the locality in which Owner was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, during the tenure of the official or for one year thereafter, shall, as principal, agent, attorney or otherwise, be directly or indirectly interested, in the Contract Documents or the proceeds thereof.

14.13 Limit of Liability

A. OWNER, AND EACH OF ITS OFFICERS, BOARD MEMBERS, EMPLOYEES, CONSULTANTS AND AGENTS INCLUDING, WITHOUT LIMITATION, PROJECT MANAGER AND EACH OTHER OWNER REPRESENTATIVE, SHALL HAVE NO LIABILITY TO CONTRACTOR FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, EXCEPT TO THE LIMITED EXTENT THAT THESE CONTRACT DOCUMENTS OR APPLICABLE PUBLIC CONTRACTING STATUTES MAY SPECIFY THEIR RECOVERY.

ARTICLE 15 - WORKING CONDITIONS AND PREVAILING WAGES

15.01 Use of Site/Sanitary Rules

A. All portions of the Work shall be maintained at all times in neat, clean and sanitary condition. Contractor shall furnish toilets for use of Contractor's and Subcontractors' employees on the Site where needed, and their use shall be strictly enforced. All toilets shall be properly secluded from public observation, and shall be located, constructed and maintained subject to Owner's approval.

B. Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Site and land areas identified in and permitted by Contract Documents and other land and areas permitted by applicable laws and regulations, rights of way, permits and easements or as designated by Owner, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, any improvement located thereon, or to Owner or occupant thereof resulting from the performance of Work.

C. During the progress of the Work, Contractor shall keep the Site and the Project free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall clean the site, remove all waste materials, rubbish and debris from and about the Site as well as all tools, appliances, construction equipment and machinery and surplus materials. Contractor shall leave the premises clean and ready for occupancy by Owner at Substantial Completion of Work. Contractor shall restore to original condition all property not designated for alteration by Contract Documents.

D. Contractor shall not load nor permit any part of any structure or pavement to be loaded in any manner that will endanger the structure or pavement, nor shall Contractor subject any part of Work or adjacent property to stresses or pressures that will endanger it. Contractor shall conduct all necessary existing conditions investigation regarding structural, mechanical, electrical or any other system existing, shall perform Work consistent with such existing conditions, and shall have full responsibility for insufficiencies or damage resulting from insufficiencies of existing systems, equipment or structures to accommodate performing the Work.

15.02 Protection of Work, Persons, and Property

A. Contractor shall be responsible for initiating, maintaining and supervising all safety and site security precautions and programs in connection with Work, and shall develop and implement a site security and safety plan throughout construction. Contractor shall comply with all safety requirements specified in any safety program established by Owner, or required by state, federal or local laws and ordinances. Contractor shall be responsible for all theft or damage to Work, property or structures, and all injuries to persons, either on the Site or constituting the Work (e.g., materials in transit), arising from the performance of Work of the Contract Documents from a cause.

B. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owners of

adjacent property and of Underground Facilities and utility Owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.

C. Contractor shall remedy all damage, injury or loss to any property referred to above in this Article, caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable. Contractor's duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and Final Acceptance of the Work. Owner and its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Contractor's Work.

D. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

E. Owner may, at its option, retain such moneys due under the Contract Documents as Owner deems necessary until any and all suits or claims against Contractor for injury to persons or property shall be settled and Owner receives satisfactory evidence to that effect.

F. Work within the right-of-way lines of the City, County and/or State shall be done in accordance with the standards and specifications of the controlling agency. Permit for such work shall be obtained and paid for by the Contractor before executing the work within such right-of-ways.

15.03 Responsibility For Safety and Health

A. Contractor shall ensure that its and each tier of Subcontractors' employees, agents and invitees comply with applicable health and safety laws while at the Site. These laws include the Occupational Safety and Health Act of 1970 and rules and regulations issued pursuant thereto, and Owner's safety regulations as amended from time to time. Contractor shall comply with all Owner directions regarding protective clothing and gear.

B. Contractor shall be fully responsible for the safety of its and its Subcontractors' employees, agents and invitees on the Site. Contractor shall notify Owner, in writing, of the existence of hazardous conditions, property or equipment at the Site that are not under Contractor's control. Contractor shall be responsible for taking all the necessary precautions against injury to persons or damage to the property of Contractor, Subcontractors or persons from recognized hazards until the responsible party corrects the hazard.

C. Contractor shall confine all persons acting on its or its Subcontractors' behalf to that portion of the Site where Work under the Contract Documents is to be performed, Owner-designated routes for ingress and egress thereto, and any other Owner-designated area. Except those routes for ingress and egress over which Contractor has no right of control, within such areas, Contractor shall provide safe means of access to all places at which persons may at any time have occasion to be present.

15.04 Emergencies

A. In emergencies affecting the safety or protection of persons or Work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from Owner, is obligated to act to prevent threat and damage, injury or loss, until directed otherwise by Owner. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in Work or variations from Contract Documents have been caused thereby. If Owner determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order or Construction Change Directive will be issued to document the consequences of such action.

15.05 Use of Roadways and Walkways

A. Contractor shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic. Before beginning any interference and only with Owner's prior concurrence, Contractor may provide detour or temporary bridge for traffic to pass around or over the interference, which Contractor shall maintain in satisfactory condition as long as interference continues. Unless otherwise provided in the Contract Documents, Contractor shall bear the cost of these temporary facilities.

15.06 Nondiscrimination

A. No person or entity shall discriminate in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sexual preference, or gender of such persons, except as provided in Government Code

Section 12940. Every contractor for public works violating the provisions of Labor Code Section 1735 is subject to all the penalties imposed for a violation of Chapter 1, Part 7, Division 2 of the California Labor Code.

15.07 Prevailing Wages and Working Hours

A. Contractor shall pay to persons performing labor in and about Work provided for in the Contract Documents an amount equal to or more than the general prevailing rate of per diem wages for (i) work of a similar character in the locality in which the Work is performed and (ii) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and Owner to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Contract. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each Site.

B. Contractor shall forfeit, as a penalty to Owner, $200.00 for each laborer, worker, or mechanic employed in performing labor in and about the Work provided for in the Contract Documents for each Day, or portion thereof, that such laborer, worker or mechanic is paid less than the said stipulated rates for any Work done under the Contract Documents by him or her or by any Subcontractor under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the Labor Code. The sums and amounts that are forfeited pursuant to this Paragraph and the terms of the Labor Code shall be withheld and retained from payments due to Contractor under the Contract Documents, pursuant to this Document 00 7200 and the 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 Labor Code Section 1775 shall determine the final amount of forfeiture.

C. Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, 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 Labor Code.

D. Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation, Labor Code Sections 1776 and 1810-1815. Failure to so comply shall constitute a default under this Contract.

E. Contractor and its Subcontractors shall be responsible for compliance with Labor Code Sections 1810-1815.

1. Eight hours of labor performed in execution of the Contract constitutes a legal day's work. The time of service of any worker employed on the Project is limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week.

2. Contractor and its Subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the Project. The record shall be kept open at all reasonable hours to the inspection Owner and to the Division of Labor Standards Enforcement.

3. Contractor or its Subcontractors shall, as a penalty to Owner, forfeit twenty-five dollars ($25) for each worker employed in the execution of the Contract Documents by the respective Contractor or Subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code Sections 1810-1815.

4. Work performed on the Project by employees of Contractor or its Subcontractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

F. Contractor and its Subcontractors shall be responsible for compliance with Labor Code Section 1776. This Project is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations.

1. Contractor and Subcontractors must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week,

and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Work of the Contract Documents. Each payroll record shall contain or be verified by a written declaration as required by Labor Code Section 1776.

2. The payroll records enumerated above must be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor as required by Labor Code Section 1776.

   a. Contractor shall inform Owner of the location of records enumerated above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
   b. Contractor or Subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated above. In the event that the Contractor or Subcontractor fails to comply with the ten-day period, he or she shall, as a penalty to Owner on whose behalf the contract is made or awarded, forfeit $100.00 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Contractor is not subject to a penalty assessment pursuant to this Paragraph due to the failure of a Subcontractor to comply with this Paragraph.

3. With each application for payment, Contractor shall also deliver certified payrolls to Owner as set forth above in this Document 00 7200 (General Conditions), and concurrently therewith (but in no event less frequently than monthly) directly to the Labor Commissioner in the format prescribed by the Labor Commissioner.

4. Contractor shall post all jobsite notices if and when prescribed by regulation.

15.08 Environmental Controls

A. Contractor shall comply with all rules, regulations, ordinances, and statutes that apply to any Work performed under the Contract Documents including, without limitation, any toxic, water, stormwater management and soil pollution controls and air pollution controls specified in Government Code Section 11017. Contractor shall be responsible for insuring that Contractor's Employees, Subcontractors, and the public are protected from exposure to airborne hazards or contaminated water, soil, or other toxic materials used during or generated by activities on the Site or associated with the Project.

15.09 Shoring Safety Plan

A. Any conflict between this Paragraph and the Technical Specifications shall be resolved in favor of the most stringent requirement.

B. At least five Days in advance of any excavation five feet or more in depth, Contractor shall submit to Owner a detailed plan showing the shoring, bracing and sloping design (including calculations) and other provisions to be made for worker protection from the hazard of caving ground during the excavation, as required by Labor Code Section 6705. A civil or structural engineer registered in California shall prepare and sign any plan that varies from the shoring system standards established by the State Construction Safety Orders.

C. During the course of Work, Contractor shall be responsible for determining where sloping, shoring, and/or bracing is necessary and the adequacy of the design, installation, and maintenance of all shoring and bracing for all excavation, including any excavation less than five feet in depth. Contractor will be solely responsible for any damage or injuries that may result from excavating or trenching. Owner's acceptance of any drawings showing the shoring or bracing design or Work schedule shall not relieve Contractor of its responsibilities under this Paragraph.

D. Appoint a qualified supervisory employee who shall be responsible to determine the sloping or shoring system to be used depending on local soil type, water table, stratification, depth, etc.

END OF DOCUMENT

DOCUMENT 00 7316

SUPPLEMENTARY CONDITIONS – INSURANCE AND INDEMNIFICATION

ARTICLE 1 INSURANCE

1.01 At or before the date specified in Document 00 2113 (Instructions to Bidders), Contractor shall furnish to Owner satisfactory proof that Contractor has taken out for the entire period covered by the Contract the following classes of insurance in the form and with limits and deductibles specified below, unless otherwise specified in Contract Documents:

A. Commercial General Liability

1. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars ($2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Contractor's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.

2. Any failure to comply with reporting provisions of the policies by Contractor shall not affect coverage provided the City.

3. Coverage shall state that Contractor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Coverage shall contain a waiver of subrogation in favor of the City.

B. Business Automobile Liability

1. Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than two million dollars ($2,000,000) per accident.

C. Workers' Compensation and Employers' Liability

1. Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000). Contractor shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

D. Pollution Liability Insurance

1. Pollution Coverage shall be provided for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than two million dollars ($2,000,000) per claim. All activities contemplated in this agreement shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

2. The policy shall be endorsed to include the City, its officers, employees, and agents as insureds.

E. All Coverages

1. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days’ prior written notice shall apply in the event of cancellation for nonpayment of premium.

2. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.

3. Evidence of Insurance - Prior to commencement of work, the Contractor shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Contractor must agree to provide complete, certified copies of all required insurance policies if requested by the City.

4. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A- VII or higher.

5. Subcontractors and Consultants - A category of risk and the applicable insurance requirements will be determined on a “per subcontractor” or “per consultant” basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Contractor.

ARTICLE 2 RESPONSIBILITY OF CONTRACTOR AND INDEMNIFICATION

2.01 Owner and each of its officers, employees, consultants and agents including, without limitation, the Board, Project Manager and each Owner’s Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.

2.02 To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), Contractor shall defend, indemnify, and hold harmless, Owner and each of its officers, officials, employees, consultants and agents including, without limitation, the governing board, Project Manager and each Owner’s Representative, from claims, suits, actions, losses and liability of every

kind, nature and description including, without limitation, claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with, or resulting from performance of the Work, failure to perform the Work, or condition of the Work that is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, resulting from any cause whatsoever except for liability for loss, damage, or expense arising from Owner's sole negligence, willful misconduct, or active negligence.

2.03 With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity including, without limitation, costs of defense, against Owner and each of its officers, officials, employees, consultants and agents including, without limitation, Owner, the governing board, Project Manager and each Owner's Representative. Owner shall provide timely notice to Contractor of any third-party claim relating to the Contract Documents, in accordance with Public Contract Code Section 9201.

2.04 Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.

2.05 To the furthest extent permitted by law (including, without limitation, Civil Code §2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of Contract, passive negligence, fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, Owner may in its discretion back charge Contractor for Owner's costs and damages resulting therefrom and withhold such sums from progress payments or other Contract moneys which may become due.

(CONTRACT AGREEMENT PACKAGE)

(Attach completed Contractor's Commercial General Liability “Certificate of Insurance” to this page)

(CONTRACT AGREEMENT PACKAGE)

(Attach completed Contractor's "Commercial General Liability Endorsement" to this page.)

(CONTRACT AGREEMENT PACKAGE)

(Attach completed Contractor's "Automobile Liability Special Endorsement" to this page.)
REV. 2/08

(CONTRACT AGREEMENT PACKAGE)

(Attach completed Contractor's "Workers' Compensation and Employer's Liability Special Endorsement" to this page.)

END OF DOCUMENT

DOCUMENT 00 7324

IN-USE OFF-ROAD DIESEL-FUELED FLEETS REGULATION

Attention is directed to provisions of the California Code of Regulations Sections 2449, 2449.1, and 2449.2, Title 13, relating to In-Use Off-Road Diesel-Fueled Fleets (Regulation), issued by the California Air Resources Board (CARB). Contractor warrants that it shall be knowledgeable of and comply with the Regulation, including without limitation the matters contained in this Document 00 7324, at all times prior to and during its work on the Project. The Regulation shall control in the event of any conflict between this Document 00 7324 and the Regulation.

A. Contracting Requirements.

1. If the Project involves the use of vehicles subject to the Regulation, Contractor must obtain copies of the valid Certificates of Reported Compliance, as described in Regulation section 2449(n), for the fleet selected for the Contract and its listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet.

2. Contractor shall not enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance for the fleet and Contractor's listed Subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet.

3. The Certificates of Reported Compliance received by the Contractor for the Project must be retained for three years after the Project's completion. Upon request by CARB, these records must be provided to CARB within five business days of the request.

4. If the Project is considered to be an emergency operation, as defined in Regulation section 2449(c)(18), it is exempt from the requirements in Regulation section 2449(i)(1)-(3). Nevertheless, Contractor must still retain records verifying vehicles subject to the Regulation that are operating on the emergency operations project are actually being operated on the project for emergency operations only. These records must include a description of the emergency, the address or a description of the specific location of the emergency, the dates on which the emergency operations were performed, and an attestation by the fleet that the vehicles are operated on the project for emergency operations only.

B. Other Contractor Requirements.

1. Between March 1 and June 1 of each year, Contractor must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in Regulation section 2449(n), from all fleets that have an ongoing contract with the Contractor as of March 1 of that year. Contractor must not write contracts to evade this requirement.

2. Contractor shall only allow fleets with valid Certificates of Reported Compliance on Contractor's job sites.

3. If Contractor discovers that any fleet intending to operate vehicles subject to the Regulation for Contractor does not have a valid Certificate of Reported Compliance, as defined in Regulation section 2449(n), or if Contractor observes any noncompliant vehicles subject to the Regulation on Contractor's job site, then Contractor must report the required information to CARB when as provided and within the time period contained in in the Regulation

4. Upon request by CARB, Contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to the Regulation operating at the job site or for Contractor.

5. If applicable, Contractor shall prominently display signage for any project where vehicles subject to the Regulation as provided and within the time period contained in in the Regulation.

END OF DOCUMENT

DOCUMENT 00 7380

APPRENTICESHIP PROGRAM

ARTICLE 1 COMPLIANCE REQUIRED

1.01 Contractor and Subcontractors shall comply with the requirements of Labor Code Sections 1776, 1777.5, and 1777.6 concerning the employment of apprentices by Contractor or Subcontractors. Willful failure to comply may result in penalties, including loss of the right to Bid on or receive public works contracts.

ARTICLE 2 CERTIFICATION OF APPROVAL

2.01 Labor Code Section 1777.5, as amended, requires a Contractor or Subcontractor employing tradespersons in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of a public works project and which administers the apprenticeship program in that trade for a certification of approval. The certificate shall also fix the ratio of apprentices to journeypersons that will be used in performance of the Contract. The ratio of work performed by apprentices to journeypersons in such cases shall not be less than one *hour* of apprentices work for every five *hours* of labor performed by journeypersons (the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeypersons), except:

A. When unemployment for the previous three-month period in the area exceeds an average of 15 percent;

B. When the number of apprentices in training in the area exceeds a ratio of one to five;

C. When a trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or

D. Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyperson.

ARTICLE 3 FUND CONTRIBUTIONS

3.01 Contractor is required to make contributions to funds established for administration of apprenticeship programs if Contractor employs registered apprentices or journeypersons in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

ARTICLE 4 APPRENTICESHIP STANDARDS

4.01 Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of the California Department of Industrial Relations, or from the Division of Apprenticeship Standards and its branch offices.

END OF DOCUMENT

DOCUMENT 009113

ADDENDA

CITY OF BENICIA

2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS

PROJECT NUMBER 22-04, 22-21, AND 23-01

The following Addenda were issued, modifying the Project Manual:

Addendum No. 1, Not Issued

(Addenda have been incorporated into the conformed Project Manual.)

END OF DOCUMENT

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 1100

SUMMARY OF WORK

PART 1 GENERAL

1.01 Summary

A. Section includes Summary of Work and Work Restrictions including:

1. Work Covered By Contract Documents
2. Bid Item, Allowances and Alternates
3. Specialty Items
4. Work Under Other Contracts
5. Future Work
6. Work Sequence
7. Work Days and Hours
8. Shutdown for Discovery of Cultural Resources
9. Cooperation of Contractor and Coordination with Other Work
10. Partial Occupancy/Utilization Requirements
11. Contractor Use of Site
12. Air Quality Standards
13. Monument Protection
14. Protection of Existing Structures and Underground Facilities
15. Permits

1.02 Work Covered by Contract Documents

A. Work comprises of the construction of Owner's 2025 Citywide Pavement Rehabilitation and Bicycle/Pedestrian Improvements. Contract Documents fully describe the Work.

B. The Work of this Contract comprises construction of all the Work indicated, described in the Specifications, or otherwise required by the Contract Documents. Unless provided otherwise in the Contract Documents, all risk of loss to Work covered by Contract Documents shall rest with Contractor until Final Acceptance of the Work. Cost of maintenance of systems and equipment prior to Final Acceptance will be considered as included in prices Bid and no direct or additional payment will be made therefore.

C. For all Bid items, furnish and install all Work, including connections to existing systems, indicated and described in Specifications and all other Contract Documents. Work and requirements applicable to each individual Bid item, or unit of Work, shall be deemed incorporated into the description of each Bid item (whether Lump Sum or Unit Price). Any Bid item may be deleted from the Work and Contract Sum, in total or in part, prior to or after award of Contract without compensation in any form or adjustment of other Bid items or prices therefore.

D. Allowance Work (if any) shall be done as Change Orders and as specified in Section 01 2600 (Modification Procedures). Identify Allowance Items (See Document 00 4113 [Bid Form]) work on the Progress Schedules and on Applications for Payment. The Amount given on Document 00 4113 (Bid Form) under each Allowance Item is the sum of money set aside for each Allowance Item. These amounts shall be included in the Contract Sum on the Bid Form. If the cost of Work done under any Allowance Item is less than the amount given on the Bid Form under that Allowance Item, the Contract Sum shall be reduced by the difference between the amount given in the Bid Form and the cost of Work actually done.

1.03 Bid Items, Allowances and Alternates

A. Refer to the Project Special Provisions for Measurement and Payment

1.04 Work Days and Hours

A. Work Days and hours: The Owner's Regular Business Days and hours for construction personnel, such as facilities managers, architects, inspectors, and maintenance personnel, are Monday-Friday inclusive, 7:00 a.m. - 5:00 p.m. local time. The Contractor shall restrict work hours and operations to the Owner's Regular Business Days and hours for construction personnel and indicated above.

B. Work at the Site on weekends or holidays is not permitted.

C. Contractor may request extended work hours or work on weekends or holidays from Owner in writing at least 48 hours in advance and Owner approves in its sole discretion.

1.05 Shutdown for Discovery of Cultural Resources

A. If discovery is made of items of historical archaeological or paleontological interest, immediately cease all Work in the area of discovery. Archaeological indicators may include, but are not limited to, dwelling sites, locally darkened soils, stone implements or other artifacts, fragments of glass or ceramics, animal bones, human bones, and fossils. After cessation of excavation, immediately contact Owner. Do not resume Work until authorization is received from Owner. When resumed, excavation or other activities shall be as directed by Owner.

1.06 Cooperation of Contractor and Coordination with Other Work

A. Coordinate with Owner and any Owner forces, or other contractors and forces, as required by Document 00 7200 (General Conditions).

1.07 Partial Occupancy/Utilization Requirements

A. Allow Owner to take possession of and use any completed or partially completed portion of the Work during the progress of the Work as soon as is possible without interference to the Work.

B. Possession, use of Work, and placement and installation of equipment by Owner shall not in any way evidence the completion of the Work or any part of it.

C. Contractor shall not be held responsible for damage to the occupied part of the Work resulting from Owner occupancy.

D. Make available, in areas occupied, on a 24 hour per day and seven day per week basis if required, any utility services, heating, and cooling in condition to be put in operation at the time of occupancy.

1. Responsibility for operation and maintenance of said equipment shall remain with Contractor.
2. Make, and Owner shall certify, an itemized list of each piece of equipment so operated with the date operation commences.
3. Itemized list noted above shall be basis for commencement of warranty period for equipment.
4. Owner shall pay for utility cost arising out of occupancy by Owner during construction.

E. Use and occupancy by Owner prior to acceptance of Work does not relieve Contractor of its responsibility to maintain insurance and bonds required under the Contract until entire Work is completed and accepted by Owner.

F. Prior to date of Final Acceptance of the Work by Owner, all necessary repairs or renewals in Work or part thereof so used, not due to ordinary wear and tear, but due to Defective materials or workmanship or to operations of Contractor, shall be made at expense of Contractor, as required in Document 00 7200 (General Conditions).

G. Use by Owner of Work or part thereof as contemplated by this Section 01 1100 shall in no case be construed as constituting acceptance of Work or any part thereof. Such use shall neither relieve

Contractor of any responsibilities under Contract, nor act as waiver by Owner of any of the conditions thereof.

H. Owner may specify in the Contract Documents that portions of the Work, including electrical and mechanical systems or separate structures, shall be substantially completed on dates described in this Section 01 1100, if any, prior to Substantial Completion of all of the Work. Notify Owner in writing when Contractor considers any such part of the Work ready for its intended use and Substantially Complete and request Owner to issue a Certificate of Substantial Completion for that part of the Work.

1.08 Contractor Use of Site

A. Confine operations at Site to areas permitted by Contract Documents, permits, ordinances, and laws. Do not unreasonably encumber Site with materials or equipment.

B. Assume full responsibility for protection and safekeeping of products stored on premises. Move any stored products that interfere with operations of Owner or other contractor.

C. Coordinate parking, storage, staging, and Work areas with Owner. Owner will provide a storage area for Contractor's equipment and materials. Do not store construction materials in the dripline of any tree.

D. Prior to commencement of Work or excavation, Contractor and Owner shall jointly survey the area adjacent to the Project area making permanent note and record of such existing damage such as cracks, sags or other similar damage. This record shall serve as a basis for determination of subsequent damage to structures, conditions or other existing improvements due to Contractor’s operations. All parties making the survey shall sign the official record of existing damage. Cracks, sags or damage of any nature to the adjacent Project area, not noted in the original survey but subsequently noted, shall be reported immediately to Owner.

E. The Contractor shall follow all City ordinances in force during the duration of this Contract.

F. It is essential that the Contractor perform the Work with as little interference and disturbance as possible to the surrounding neighborhood.

G. When suspect materials, outside the scope of Work, are encountered during the Work or restoration process, the Contractor shall immediately contact the Project Manager for evaluation and approval of the methods for dealing with the material.

1.09 Air Quality Standards

A. Ensure that idling time for all heavy equipment is minimized to reduce on-Site emissions.

B. Maintain equipment in good mechanical condition.

C. Cover trucks hauling dirt.

D. Limit dust emissions during periods of high winds (greater than 15 miles per hour).

E. Replace ground cover in disturbed areas as soon as possible.

F. Enclose, cover, water, or apply soil binders to exposed stockpiles.

G. Remove earth tracked onto neighboring paved roads at least once daily.

H. Limit equipment speed to 10 miles per hour in unpaved areas.

1.10 Monument Protection

A. Contractor shall be responsible for laying out the Work, shall protect and preserve all survey monuments, and shall make no changes or relocations without the prior written approval of Owner. Whenever Contractor knows or reasonably should know that any Work activity is likely to damage or destroy any monuments, or require relocation because of necessary changes in grades or locations, provide at least two Business Days advance notice to Owner. In any event, notify Owner whenever any monuments are lost or destroyed or require relocation because of necessary

changes in grades or locations. Owner shall replace or repair construction stakes or property monuments at Contractor's expense.

B. Perform brush clearing and traffic control, as necessary, in Owner's sole judgment.

1.11 Geotechnical Data and Existing Conditions

A. Available Documentation: See Document 00 3132 (Geotechnical Data and Existing Conditions).

1.12 Protection of Existing Structures and Underground Facilities

A. The Drawings may indicate existing above- and below-grade structures, drainage lines, storm drains, sewers, water lines, gas lines, electrical lines, hot water lines, and other similar items and Underground Facilities that are known to Owner. At least two Business Days, or as otherwise noted, prior to commencement of excavation, notify the owners of the Underground Facilities.

B. Where overhead service to a structure, known to receive service, does not exist, then underground service shall be assumed to exist.

C. Attention is also directed to the existence of overhead power and telephone lines.

D. Perform pot-holing by hand within 24 inches (in any direction) of the Underground Facilities. This may be done on an area-by-area basis, but shall be accomplished at least 7 Days in advance of the date of construction within such area.

E. No attempt has been made to locate private utilities on private property such as sprinkler irrigation systems or electrical conduits. Contact the property owners prior to construction.

F. In addition to reporting, if a utility is damaged, Contractor must take appropriate action as provided in Document 00 7200 (General Conditions).

G. Additional compensation or extension of time on account of utilities not indicated or otherwise brought to Contractor's attention including reasonable action taken to protect or repair damage shall be determined as provided in Document 00 7200 (General Conditions).

1.13 Permits

A. Permits, agreements, or written authorizations that are known by Owner to apply to this Project are listed below:

1. Cal/OSHA Permit. Obtain, as applicable, permit(s) as required by Cal/OSHA for the following:
    a. Construction of trenches or excavations that are five feet or more in depth and into which a person is required to descend.
    b. Construction or demolition of any building, structure, or scaffolding for falsework more than three stories high, or the equivalent height (36 feet).
    c. Erection or dismantling of vertical shoring systems more than three stories high, or the equivalent height (36 feet).

B. All other permits that may be required, such as encroachment, electrical, mechanical, fire prevention, irrigation, grading, slope protection, tree cutting, etc., have not been applied for and shall be obtained by Contractor. Applicable permit fees will be reimbursed to the extent specified in Document 00 7200 (General Conditions).

1.14 Actual Damages for Permit Violations

A. In addition to damages which are impracticable or extremely difficult to determine, for which liquidated damages will be assessed as described in Document 00 5200 (Agreement) and Document 00 7200 (General Conditions), Owner may incur actual damages, including fines imposed by any regulatory agency, resulting from a violation of legal or regulatory requirements where the violations result from Contractor's activities. Continuous operation of the sewer collection system in compliance with legal or regulatory requirements is essential to avoid discharges that would violate applicable regulations. Violations or threatened violations may subject Owner to fines and/or other costs or civil liabilities.

B. Contractor shall be liable for and shall pay Owner the amount of any actual losses in addition to liquidated damages or other remedies provided by the Contract Documents.

C. The amount of liquidated damages provided in Document 00 5200 (Agreement) and Document 00 7200 (General Conditions) is not intended to include, nor does the amount include, any damages incurred by Owner for reasons other than those listed in that paragraph. Any money due or to become due to Contractor may be retained by Owner to cover both the liquidated and the actual damages described above and, should such money not be sufficient to cover such damages, Owner shall have the right to recover the balance from Contractor or its sureties.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01 1140

WORK SEQUENCE AND CONSTRAINTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Schedule requirements, construction constraints, and a suggested Work sequence for specific elements of the Project.

1.02 GENERAL SEQUENCING REQUIREMENTS

A. The sequencing requirements and construction constraints described are critical elements of the Work and are presented to underscore the importance of proper management, planning, scheduling, coordination, and execution of the Work.

B. Sequencing requirements and construction constraints have been defined in this Section for only certain structures, facilities, and elements of the Work. All work, whether or not addressed in this Section, shall be governed by applicable specified requirements. If additional shutdown constraints are necessary to allow implementation of Contractor's construction procedures and schedule, the Engineer will establish such constraints.

C. Contractor's Construction Schedule:

1. Clearly illustrate the proposed sequence of construction.

2. Conform to the sequencing requirements and limitations specified in this Section.

3. Modify or adapt the suggested sequencing as necessary to complete the project provided all environmental and service continuity requirements are met.

1.03 OPERATIONAL CONTINUITY – NOT USED

1.04 ACCESS

A. The project site will be occupied by the Owner and the public throughout the construction period. Access to the site by the Owner's personnel is required at all times. Additionally, public pedestrian, bicycle and vehicle regular traffic through the work area is to be expected.

B. Contractor shall provide for unimpeded access for all public pedestrian, bicycle and vehicle regular traffic through the work area except as otherwise provided for in the Technical Specifications.

PART 2 - PRODUCTS (NOT USED)

EXECUTION

3.01 WORK COORDINATION

A. Schedule and coordinate the overall Work and construction operations with all affected parties including the City, PG&E, Benicia Unified School District, including the work of subcontractors and the timely provision of products and supplies.

B. Perform Work in an orderly and logical sequence. Individual specification Sections may identify specific requirements that are related to Work sequence. These types of constraints are not repeated in this Section but shall be followed by the Contractor.

3.02 GENERAL WORK CONSTRAINTS

A. Work Hours

1. Except as otherwise required for the safety or protection of persons and except as otherwise stated in the Contract Documents, Work may only be performed Monday through Friday during the hours of 7:00 am and 5:00 pm. Contractor will not perform Work on a Sunday or any legal holiday defined by the City of Benicia without written consent from the Owner.

2. Legal holidays are defined as:

a. New Year's Day on January 1.

b. Martin Luther King Jr. Day on the third Monday in January.

c. President's Day on the third Monday in February.

d. Memorial Day on the last Monday in May.

e. Independence Day on July 4.

f. Labor Day on the first Monday in September.

g. Veterans Day on November 11.

h. Thanksgiving Day on the fourth Thursday in November.

i. Christmas Day on December 25.

j. When a holiday falls on Sunday, the following Monday is recognized as the legal holiday. When a holiday falls on a Saturday, the preceding Friday is recognized as the legal holiday.

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 2000

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 Summary

A. Section includes description of requirements and procedures for determining amount of Work performed and for obtaining payment for Work performed.

1.02 References

A. California Public Contract Code

B. Code of Civil Procedure

C. Government Code

D. Civil Code

1.03 Composition and Scope Of Contract Sum

A. Scope of Contract Sum

1. Contract Sum for performance of the Work under Contract Documents, or under any Bid item, allowance, or Alternate, shall include full compensation for all Work required under the Contract Documents, including without limitation, all labor, materials, taxes, transport, handling, storage, supervision, administration, and all other items necessary for the satisfactory completion of the Work, whether or not expressly specified or indicated, incidental work and unexpected expenses, and all terms, conditions, requirements and limitations set forth in the Contract Documents.
2. Contract Sum may be expressed as lump sum, unit price, GMP, allowance, or combination thereof. Contract Sum, whether lump sum, unit price or otherwise, shall be deemed to include all costs necessary to complete required Work, including Contractor overhead and profit, all costs (if any) for loss or damage arising from nature of Work or prosecution of the Work, and from action of elements.
3. Unless Contract Documents expressly provide otherwise, Contract Sum shall be deemed to include:
   (a) Any and all costs arising from any unforeseen difficulties which may be encountered during, and all risks of any description connected with, prosecution of Work or any Work item (whether lump sum, unit price or otherwise) until acceptance by Owner;
   (b) All expenses incurred due to suspension, or discontinuance of Work or any Work item (whether lump sum, unit price or otherwise) as provided in Contract Documents; and
   (c) Escalation to allow for cost increases between time of Contract Award and completion of Work or any Work item (whether lump sum, unit price or otherwise).

B. Unit Price Items

1. Quantity of Work to be paid for under any item for which a unit price is fixed in Contract Documents shall be determined by Owner based on, so far as practicable, actual number of units satisfactorily completed, as determined by Owner and certified by Contractor, within prescribed or ordered limits, and no payment will be made for Work unsatisfactorily performed or done outside of limits.
2. Unit Prices shall apply to Work covered by unit prices so long as actual quantities performed on the Project are not less than 75 percent or greater than 125 percent of the estimated quantities bid or otherwise stated in the Contract Documents. If actual quantities

exceed these parameters, then the unit price shall be adjusted by an amount to reflect the Contractor's incremental cost differential resulting from increased or decreased economies of scale.

C. Lump Sum Items

1. When estimated quantity for specific portion of Work is not indicated and/or Work is designated as lump sum, payment will be on a lump sum basis for Work satisfactorily completed in accordance with Contract Documents.
2. Payment for lump sum Work, or items of Work subject to a lump sum (e.g. without limitation, change order work), shall be made on the basis of satisfactory completion of such Work or work item, earned in progressive stages in accordance with the Contract Documents, up to but not exceeding Contractor's percentage completion of the Work or item.
3. Lump sum items shall be paid based upon the approved Schedule of Values, which shall be used to measure progressive payments based upon satisfactory progress towards completion of the item.

D. Allowance Items

1. Allowances. Allowance Work will be authorized by Owner in writing, following change order procedures to determine cost, supporting documentation and authorization to proceed. Unused allowance amounts at Contract completion shall reduce the Contract Sum accordingly.
2. Allowance items (if any) are specified in Section 01 1100 (Summary of Work) or Section 01 2100 (Allowances).

1.04 Payment Procedures

A. Work Breakdown Structure/Schedule of Values

1. Within **ten (10)** Days from issuance of Notice of Award and prior to Contractor's first Application for Payment, Contractor shall submit a detailed breakdown of its Bid by scheduled Work items and/or activities, including coordination responsibilities and Project Record Documents responsibilities. Where more than one Subcontractor comprises the work of a Work item or activity, the Schedule of Values shall show a separate line item for each subcontract. Contractor shall furnish such breakdown of the total Contract Sum by assigning dollar values (cost estimates) to each applicable Progress Schedule network activity, which cumulative sum equals the total Contract Sum. This breakdown may be referred to as the Schedule of Values, Work Breakdown Structure or both.
2. Contractor's overhead, profit, insurance, cost of bonds (except to the extent expressly identified in a Bid item) and/or other financing, as well as "general conditions costs," (e.g., Site cleanup and maintenance, temporary roads and access, off-Site access roads, temporary power and lighting, security, and the like), shall be prorated through all activities so that the sum of all the Schedule of Values line items equals Contractor's total Contract Sum, less any allowances designated by Owner. Scheduling, record documents and quality assurance control shall be separate line items.
3. Owner will review the breakdown in conjunction with the Progress Schedule to ensure that the dollar amounts of this Schedule of Values are, in fact, reasonable cost allocations for the Work items listed. Upon favorable review by Owner, Owner will accept this Schedule of Values for use. Owner shall be the sole judge of fair market cost allocations.
4. Owner will reject any attempt to increase the cost of early activities, i.e., "front loading," resulting in a complete reallocation of moneys until such "front loading" is corrected. Repeated attempts at "front loading" may result in suspension or termination of the Work for default, or refusal to process progress payments until such time as the Schedule of Values is acceptable to Owner.

B. Contractor's Requests for Progress Payments

1. If requested by Contractor, progress payments will be made monthly, under the following conditions:

2. On or before the 25th Day of each month, Contractor shall submit to Owner five copies of an Application for Payment for the cost of the Work put in place during the period from the last Day of the previous month to the end of the current month, along with one copy of an updated Progress Schedule. Such Applications for Payment shall be for the expected total value of activities completed or partially completed, based upon Schedule of Values prices (or Bid item prices if unit price) of all labor and materials incorporated in the Work up until midnight of the last Day of that one month period, less the aggregate of previous payments. Accumulated retainage shall be shown as separate item in payment summary. Owner and Contractor will reconcile any differences in the field, based on the reconciled monthly report sheets. If Contractor is late submitting its Application for Payment, that Application may be processed at any time during the succeeding one-month period, resulting in processing of Contractor's Application for Payment being delayed for more than a Day for Day basis.
3. Except as otherwise provided in a labor compliance program applicable to the Work (if any) or as otherwise required by Owner, concurrently with each Application for Payment, Contractor shall submit to Owner Contractor's and its Subcontractors' certified payroll records required to be maintained pursuant to Labor Code Section 1776 for all labor performed during pay periods ending during the period covered by the Application for Payment.
4. No progress payment will be processed prior to Owner receiving all requested, acceptable schedule update information and certified payrolls, and in Owner's sole and absolute discretion, Owner may deny the entire Application for Payment for noncompliance.
5. Each Application for Payment shall list each Change Order and Construction Change Directive (**CCD**) executed prior to date of submission, including the Change Order/CCD Number, and a description of the Work activities, consistent with the descriptions of original Work activities. Contractor shall submit a monthly Change Order/CCD status log to Owner.
6. If Owner requires substantiating data, Contractor shall submit information requested by Owner, with cover letter identifying Project, Application for Payment number and date, and detailed list of enclosures. Contractor shall submit one copy of substantiating data and cover letter for each copy of Application for Payment submitted.
7. If Contractor fails or refuses to participate in monthly Work reconciliations or other construction progress evaluation with Owner, Contractor shall not receive current payment until Contractor has participated fully in providing construction progress information and schedule update information to Owner.

C. Owner's Review of Progress Payment Applications

1. Owner will review Contractor's Application for Payment following receipt and during the Progress Schedule and Billing Meeting. If adjustments need to be made to percent of completion of each activity, Owner will make appropriate notations and return to Contractor. Contractor shall revise and resubmit. All parties shall update percentage of completion values in the same manner, i.e., express value of an accumulated percentage of completion to date.
2. If Owner determines that portions of the Application for Payment are not proper or not due under the Contract Documents, then Owner may approve the other portions of the Application for Payment, and in the case of disputed items or Defective Work not remedied, may withhold up to 150 percent of the disputed amount from the progress payment.
3. Pursuant to Public Contract Code Section 20104.50, if Owner fails to make any progress payment within 30 Days after receipt of an undisputed and properly submitted Application for Payment from Contractor, Owner shall pay interest to the Contractor equivalent to the legal rates set forth in Code of Civil Procedure Section 685.010 (a). The 30-Day period shall be reduced by the number of Days by which Owner exceeds the seven-Day return requirement set forth herein.
4. As soon as practicable after approval of each Application for Payment for progress payments, Owner will pay to Contractor in manner provided by law, an amount equal to 95 percent of the amounts otherwise due as provided in Contract Documents, or a lesser amount if so provided in Contract Documents and by law, provided that payments may at any time be withheld if, in judgment of Owner, Work is not proceeding in accordance with

Contract, or Contractor is not complying with requirements of Contract, or to comply with stop notices or to offset liquidated damages accruing or expected. In Owner's sole discretion, if Contractor has failed to comply with either its Progress Schedule update or project record documents requirements, Owner may retain an additional five percent of any earned amounts until such requirements are satisfied.

5. Before any progress payment or final payment is due or made, Contractor shall submit satisfactory evidence that Contractor is not delinquent in payments to employees, Subcontractors, suppliers, or creditors for labor and materials incorporated into Work. This specifically includes, without limitation, conditional lien release forms for the current progress payment and unconditional release forms for past progress payments. This also includes copies of certified payroll from Contractor and subcontractors for the current payment period.

D. Payment for Material and Equipment Not Yet Incorporated Into the Work

1. No payment shall be made for materials or equipment not yet incorporated into the Work, except as specified elsewhere in the Contract Documents or as may be agreed to by Owner in its sole discretion. Where Contractor requests payment on the basis of materials and equipment not incorporated in the Work, Contractor must satisfy the following conditions:
   a. The materials and/or equipment shall be delivered and suitably stored at the Site or at another local location agreed to in writing, for example, a mutually acceptable bonded and insured warehouse.
   b. Full title to the materials and/or equipment shall vest in Owner at the time of delivery to the Site, warehouse or other storage location. Obtain a negotiable warehouse receipt, endorsed over to Owner for materials and/or equipment stored in an off-site warehouse. No payment will be made until such endorsed receipts are delivered to Owner.
   c. Stockpiled materials and/or equipment shall be available for Owner inspection, but Owner shall have no obligation to inspect them and its inspection or failure to inspect shall not relieve Contractor of any obligations under the Contract Documents. Materials and/or equipment shall be segregated and labeled or tagged to identify these specific Contract Documents.
   d. After delivery of materials and/or equipment, if any inherent or acquired defects are discovered, defective materials and/or equipment shall be removed and replaced with suitable materials and/or equipment at Contractor's expense.
   e. At Contractor's expense, insure the materials and/or equipment against theft, fire, flood, vandalism, and malicious mischief, as well as any other coverages required under the Contract Documents.
   f. Contractor's Application for Payment shall be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner interest therein, all of which must be satisfactory to Owner. This documentation shall include, without limitation, conditional releases of mechanics' liens and stop notices from all those providing materials and equipment as to which the Application for Payment relates, as well as unconditional releases of the same from the same as to the previous Application for Payment for which they have not already been provided. Amounts previously paid for materials and equipment prior to incorporation into the Work shall be deducted from amounts otherwise due Contractor as they are incorporated.

1.05 Final Payment

A. Final Payment

1. As soon as practicable after all required Work is completed in accordance with Contract Documents, including punchlist, testing, record documents and Contractor maintenance after Final Acceptance, Contractor shall submit its Application for Final Payment.

2. Provided Contractor has met all conditions required for Final payment, Owner will pay to Contractor, in manner provided by law, unpaid balance of Contract Sum of Work (including, without limitation, retentions), or whole Contract Sum of Work if no progress payment has been made, determined in accordance with terms of Contract Documents, less sums as may be lawfully retained under any provisions of Contract Documents or by law.

B. Final Accounting

1. Prior progress payments and change orders shall be subject to audit and correction in the final payment.
2. Contractor and each assignee under an assignment in effect at time of final payment shall execute and deliver at time of final payment, and as a condition precedent to final payment, Document 00 6530 (Agreement and Release of Claims).

1.06 Substitution of Securities

A. Public Contract Code Section 22300. In accordance with the provisions of Public Contract Code Section 22300, substitution of securities for any moneys withheld under Contract Documents to ensure performance is permitted as provided under Document 00 6290.

1.07 Basis And Effect Of Payment

A. Payment will be made by Owner, based on Owner observations at the Site and the data comprising the Application for Payment. Payment will not be a representation that Owner has:

1. Made exhaustive or continuous on-Site inspections to check the quality or quantity of Work;
2. Reviewed construction means, methods, techniques, sequences, or procedures;
3. Reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by Owner to substantiate Contractor's right to payment; or
4. Made examination to ascertain how or for what purpose Contractor has used money previously paid on account of the Contract Sum.

B. Owner does not expressly, or by implication, agree, warrant, or represent in any manner, that actual amount of Work will correspond with amount shown or estimated and reserves right to increase or decrease amount of any class or portion of Work, to leave out entire Work Item or Items, or to add work not originally included in Bid or Contract Documents, when in its judgment such change is in best interest of Owner. No change in Work shall be considered a waiver of any other condition of Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as otherwise expressly provided for in Contract Documents, because of any differences between the amount of Work actually done and estimated amount as set forth herein, or for elimination of Work Items.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 2600

MODIFICATION PROCEDURES

PART 1 GENERAL

1.01 Summary

A. Section includes requirements that supplement the paragraphs of Document 00 7200 (General Conditions).

B. Description of procedures for modifying the Contract Documents and determining costs for changes in Contract Sum or Contract Time.

1.02 Procedures For Contractor Initiated Change Order

A. Contractor-Initiated Change Proposal Request (CPR) and Procedures

1. Contractor may initiate changes by submitting a Change Proposal Request (**CPR**).

2. Whenever Contractor elects or is entitled to submit a CPR, Contractor shall prepare and submit to Owner for consideration a CPR using the Cost Proposal Form attached to this Section 01 2600 or otherwise included in this Project Manual. All CPR's must contain a complete breakdown of costs of credits, deducts and extras; itemizing labor, materials, equipment, markup, bonds, insurance and taxes; and any requested changes to Contract Time. All Subcontractor Work shall be so indicated. Individual entries on the CPR form shall include applicable Schedule of Values code, with all amounts determined as provided herein. After receipt of a CPR with a detailed breakdown, Owner will act promptly thereon.

3. If Owner accepts a CPR, Owner will prepare a Change Order for Owner and Contractor signatures.

4. If CPR is not acceptable to Owner because it does not agree with Contractor's proposed cost and/or time, Owner will provide comments thereto. Contractor will then, within seven Days (except as otherwise provided herein), submit a revised CPR.

5. When necessity to proceed with a change does not allow Owner sufficient time to conduct a proper check of a CPR (or revised CPR), Owner may issue a Change Directive (**CD**) as provided below.

B. Contractor-Initiated Request for Information (RFI) Procedures, Requirements and Limitations

1. Contractor may submit RFI's for clarifications in Owner-prepared Contract Documents, which may result in the Contractor submitting a CPR.

2. Whenever Contractor requires information regarding the Project or Owner-prepared Contract Documents, or receives a request for such information from a Subcontractor, Contractor may prepare and deliver an RFI to Owner. Contractor shall use RFI format provided on approval by Owner. Contractor shall not issue an RFI to Owner solely to clarify Contractor-prepared Construction Documents. Contractor must submit time critical RFIs at least 30 Days before scheduled start date of the affected Work activity. Contractor shall reference each RFI to an activity of Progress Schedule and shall note time criticality of the RFI, indicating time within which a response is required. Contractor's failure to reference RFI to an activity on the Progress Schedule and note time criticality on the RFI shall constitute Contractor's waiver of any claim for time delay or interruption to the Work resulting from any delay in responding to the RFI.

3. Contractor shall be responsible for its costs to implement and administer RFIs throughout the Contract duration. Regardless of the number of RFIs submitted, Contractor shall not be entitled to additional compensation for the effort required to submit the RFIs. Contractor shall be responsible for Owner's administrative costs for answering RFIs

where the answer could reasonably be found by reviewing the Contract Documents, as determined by Owner; at Owner discretion, such costs may be deducted from progress payments or final payment.

4. Owner will respond within ten Days from receipt of RFI with a written response to Contractor. Contractor shall distribute response to all appropriate Subcontractors.
5. If Contractor is satisfied with the response and does not request a change in Contract Sum or Contract Time, then the response shall be executed without a change.
6. If Contractor believes the response is incomplete, Contractor shall issue another RFI (with the same RFI number with the letter "A" indicating it is a follow-up RFI) to Owner clarifying original RFI. Additionally, Owner may return RFI requesting additional information should original RFI be inadequate in describing condition.

C. Time Requirements

1. If Contractor believes that an Owner response to an RFI, submittal or other Owner direction, results in change in Contract Sum or Contract Time, Contractor shall notify Owner with the issuance of a preliminary CPR within ten Days after receiving Owner's response or direction, and in no event after starting the disputed work or later than the time allowed under Article 12 of Document 00 7200 (General Conditions). If Contractor also requests a time extension, or has issued a notice of delay or otherwise requests a time extension with a CPR, then Contractor shall submit the TIE required in these Contract Documents, including Section 01 32 00 (Progress Schedules and Reports), concurrently with the CPR and in no event later than ten Days after providing the notice of delay.
2. If Contractor requires more time to accurately identify the required changes to the Contract Sum or Contract Time, Contractor may submit an updated and final CPR and TIE within 14 Days of submitting the preliminary CPR.
3. If Owner agrees with Contractor's CPR and/or TIE, then Owner will prepare a Change Order for Owner and Contractor signatures. If Owner disagrees with Contractor, then Contractor may give notice of potential claim as provided in Article 12 of Document 00 7200 (General Conditions), and proceed thereunder.
4. Contractor must submit all CPR's (preliminary and final), notices of potential claim, Claims, and TIE's within the required time periods. Any failure to do so waives Contractor's right to submit a CPR or file a Claim.

D. Cost Estimate Information

1. Contractor and subcontractors shall, upon Owner's request, permit inspection of the original unaltered cost estimates, subcontract agreements, purchase orders relating to the change, and documents substantiating all costs associated with its CPR or Claims arising from changes in the Work.

1.02 Procedures for Owner-Initiated Change Orders

A. Owner Initiated Change Directives (CD)

1. Owner may, by Change Directive (**CD**) or initially by Instruction Bulletin or by following the procedures for disputed work herein, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with or without adjustment to Contract Sum or Contract Time.
2. If at any time Owner believes in good faith that a timely Change Order will not be agreed upon using the foregoing procedures, or at any other time, Owner may issue a CD with its recommended cost and/or time adjustment (if any). Upon receipt of CD, Contractor shall promptly proceed with the change of Work involved and respond to Owner within ten Days.
3. Contractor's response must be any one of following:
   (a) Return CD signed, thereby accepting Owner response, including adjustment to time and cost (if any).

(b) Submit a (revised if applicable) Cost Proposal with supporting documentation (if applicable, reference original Cost Proposal number followed by letter A, B, etc. for each revision), if Owner so requests.

(c) Give notice of intent to submit a claim as described in Article 12 of Document 00 7200 (General Conditions), and submit its claim as provided therein.

4. If CPR or the CD provides for an adjustment to any Contract Sum, the adjustment shall be based on one of the following methods:
   (a) Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
   (b) Contractor to proceed on cost reimbursable (force account) basis while negotiating towards a firm price.
   (c) Cost to be determined in a manner agreed.
5. Change Directive signed by Contractor indicates the agreement of Contractor therewith, including adjustment in Contract Sum or the method for determining them. Such agreement shall be effective immediately and shall be finalized as a Change Order. Where Owner authorizes CD work on a time and materials basis up to a maximum amount, then Contractor shall promptly advise Owner upon reaching 75% of such maximum amount, otherwise Contractor shall accept fully the risk of completing the CD work without exceeding such maximum amount.
6. If Contractor does not respond promptly or disagrees with the method for adjustment (or non-adjustment) in the Contract Sum, the method and the adjustment shall be determined by Owner on the basis of the Contract Documents and the reasonable expenditures and savings of those performing the Work attributable to the change. If the parties still do not agree on the proper adjustment due to a Change Directive, Contractor may file a Claim per Article 12 of Document 00 7200 (General Conditions) and/or Owner may direct the changed work through a unilateral change order. Contractor shall keep and present an itemized accounting in a manner consistent with the SOV, together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this paragraph shall be limited to those provided herein.
7. Pending final determination of cost to Owner, Contractor may include amounts not in dispute in its Applications for Payment. The amount of credit to be allowed by Contractor to Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by Owner. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for Markup shall be figured on the basis of net increase, if any, with respect to that change.

B. Owner Initiated Change Order (CO) Or Request For Proposal (RFP)

1. Owner may initiate changes in the Work or Contract Time by issuing a Request for Proposal (**RFP**) or Change Order (**CO**) to Contractor.
2. Owner may issue an RFP to Contractor. Any RFP will detail all proposed changes in the Work and request a quotation of changes in Contract Sum and Contract Time from Contractor.
3. In response to an RFP, Contractor shall furnish a Change Proposal Request (**CPR**) within 21 Business Days of Owner's RFP. Upon approval of CPR, Owner may issue a Change Directive directing Contractor to proceed with extra Work.
4. If the parties agree on price and time for the work, the Owner will issue a Contact Change Order. If the parties do not agree on the price or time for a CPR, Owner may either issue a CD or decide the issue per Article 12 of Document 00 7200 (General Conditions). Contractor shall perform the changed Work notwithstanding any claims or disagreements of any nature.

1.03 Procedures that Apply to Contractor- and Owner-Initiated Change Orders

A. Adjustment of Schedules to Reflect Change Orders or CDs

1. Contractor shall revise Schedule of Values and Application for Payment forms to record each authorized Change Order or CD as a separate line item and adjust the Contract Sum as shown thereon prior to the next monthly pay period.
2. Contractor shall revise the Progress Schedules prior to the next monthly pay period, to reflect CO or CD.
3. Contractor shall enter changes in Project Record Documents prior to the next monthly pay period.

B. Required Documentation for Adjustments to Contract Amounts

1. For all changes and cost adjustments requested, Contractor shall provide documentation of change in Contract Amounts asserted, with sufficient data to allow evaluation of the proposal.
2. In all requests for compensation, cost proposals, estimates, claims and any other calculation of costs made under the Contract Documents, Contractor shall breakout and quantify costs of labor, equipment and materials identified herein, for Contractor and subcontractors of any tier.
3. Contractor shall, on request, provide additional data to support computations for:
   (a) Quantities of products, materials, labor and equipment.
   (b) Taxes, insurance, and bonds.
   (c) Justification for any change in Contract Time and new Progress Schedule showing revision due, if any.
   (d) Credit for deletions from Contract, similarly documented.
4. Contractor shall support each claim or computation for additional cost, with additional information including:
   (a) Origin and date of claim or request for additional compensation.
   (b) Dates and times Work was performed and by whom.
   (c) Time records and wage rates paid.
   (d) Invoices and receipts for products, materials, equipment and subcontracts, similarly documented.
   (e) Credit for deletions from Contract, similarly documented.

C. Responses and Disputes

1. For all responses for which the Contract Documents do not provide a specific time period, recipients shall respond within a reasonable time.
2. For all disputes arising from the procedures herein, Contractor shall follow Article 12 of Document 00 7200 (General Conditions).

1.04 Cost Determination for Changes in Contract Amounts

A. Calculation of Total Cost of Extra Work

1. Total cost of changed Work, extra Work or of Work omitted shall be the sum of three components defined immediately below as: Component 1 (Direct Cost of Construction or Direct Costs); Component 2 (Markup); and, Component 3 (Bonds, Insurance, Taxes).
2. **Component 1**: Direct Costs of labor, equipment and materials, is calculated based upon actually incurred (or omitted) labor costs, equipment rental costs, and material costs, as defined herein;
3. **Component 2**: Markup on such actually incurred Direct Costs, is applied in the percentages identified below; and
4. **Component 3**: Actual additional costs for any additionally required bonds, insurance, and/or taxes by Contractor, Subcontractors, or other forces, defined herein, is calculated without markup.
5. All amounts payable to Subcontractors under Components 1, 2, and 3: must be earned under the terms of the applicable Subcontracts; must be properly requested, documented

and permitted under the terms of the applicable subcontract(s) and Contract Documents; and shall be payable only if changed Work complies with terms of Contract Documents.

1.05 Measurement Of Direct Cost Of Construction (Cost Component 1)

A. Composition of Component 1 (Direct Cost of Construction)

1. Component 1 has three subcomponents, also referred to as labor, equipment, and materials (**LEM)**:
   (a) Labor (**Component 1A**)
   (b) Equipment (**Component 1B**)
   (c) Materials (**Component 1C**)

B. Measurement of Cost of Labor (Component 1A)

1. Cost of Labor shall be calculated as: Cost of labor for workers (including forepersons when authorized by Owner) used in actual and direct performance of the subject work, whether employer is Contractor, Subcontractor or other forces, in the sum of the following:
   (a) Actual Wages: Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.
   (b) Labor surcharge: Payments imposed by local, county, state, and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined, such as worker's compensation insurance. Such labor surcharge shall not exceed generally accepted standards in the State for labor rates in effect on date upon which extra Work is accomplished.
   (c) Cost of labor shall include no other costs, fees or charges.
2. Labor cost for operators of equipment owned and operated by Contractor or any Subcontractor, shall be no more than rates of such labor established by collective bargaining agreements for type of worker and location of Work, whether or not owner-operator (i.e., Contractor or Subcontractor) is actually covered by such an agreement.
3. Cost of labor shall be recorded and documented in certified payroll records, maintained in the form customary and/or required in the State, and delivered to Owner weekly.

C. Measurement of Cost of Equipment (Component 1B)

1. Measurement of Component 1B (Cost of Equipment). Cost of Equipment shall be calculated as: Cost of equipment used in actual and direct performance of the subject work, whether by Contractor, Subcontractor or other forces. Cost of Equipment shall be calculated as herein described.
2. For rented equipment, cost will be based on actual rental invoices, appropriate for the use and duration of the work. Equipment used on extra Work shall be of proper size and type. If, however, equipment of unwarranted size or type and cost is used, cost of use of equipment shall be calculated at rental rate for equipment of proper size and type, as determined by Owner.
3. Equipment rental cost for Contractor or Subcontractor-owned equipment, shall be determined by reference to, and not in excess of, the generally accepted standards in the State for equipment rental rates in effect on date upon which extra Work is accomplished. If there is no applicable rate for an item of equipment, then payment shall be made for Contractor or Subcontractor-owned equipment at rental rate listed in the most recent edition of the Caltrans Standard Schedules and Specifications, and absent a rental rate therein, then the Association of Equipment Distributors (**AED**) book.
4. In all cases, rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.
5. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Individual pieces of equipment or tools not listed in said publication and having a replacement value of $100 or less, whether or not consumed by use, shall be considered

to be small tools and no payment will be made therefore as payment is included in payment for labor. Rental time will not be allowed while equipment is inoperative due to breakdowns.

6. For equipment on Site, rental time to be paid for equipment shall be time equipment is in operation on extra Work being performed or on standby as approved by Owner. The following shall be used in computing rental time of equipment:
   (a) When hourly rates are listed, less than 30 minutes of operation shall be considered to be ½ hour of operation.
   (b) When daily rates are listed, less than four hours of operation shall be considered to be ½ Day of operation.
   (c) Rates shall correspond to actual rates paid by Contractor, i.e., if Contractor pays lower weekly or monthly rates, then same shall be charged to Owner.
7. For equipment that must be brought to Site to be used exclusively on extra Work, cost of transporting equipment to Site and its return to its original location shall be determined as follows:
   (a) Owner will pay for costs of loading and unloading equipment.
   (b) Cost of transporting equipment in low bed trailers shall not exceed hourly rates charged by established haulers.
   (c) Cost of transporting equipment shall not exceed applicable minimum established rates of California Public Utilities Commission or appropriate State Dept. of Transportation.
   (d) Owner will not make any payment for transporting and loading and unloading equipment if equipment is used on Work in any other way than upon extra Work.
   (e) Rental period may begin at time equipment is unloaded at Site of extra Work and terminate at end of the performance of the extra Work or Day on which Owner directs Contractor to discontinue use of equipment, whichever first occurs. Excluding Saturdays, Sundays, and Owner legal holidays, unless equipment is used to perform extra Work on such Days, rental time to be paid per Day shall be four hours for zero hours of operation, six hours for four hours of operation and eight hours for eight hours of operation, time being prorated between these parameters. Hours to be paid for equipment that is operated less than eight hours due to breakdowns, shall not exceed eight less number of hours equipment is inoperative due to breakdowns.
8. Employee vehicles are not part of Component 1A, rather, are included within Component 2 (Markup).
9. Cost of Equipment shall include no other costs, fees or charges.

D. Measurement of Cost of Material (Component 1C)

1. Cost of Material shall be calculated as herein described. Cost of such materials will be cost to purchaser (Contractor, Subcontractor or other forces) from supplier thereof, except as the following are applicable:
2. If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to Owner notwithstanding fact that such discount may not have been taken.
3. For materials salvaged upon completion of Work, salvage value of materials shall be deducted from cost, less discounts, of materials.
4. If cost of a material is, in opinion of Owner, excessive, then cost of material shall be deemed to be lowest current wholesale price at which material is available in quantities concerned delivered to Site, less any discounts as provided in this Paragraph.
5. Cost of Material shall include no other costs, fees or charges.

1.06 Measurement and Payment of Markup (Cost Component 2)

A. Markup Percentages for Changed Work (Component 2)

1. Markup on Direct Cost of labor, materials and equipment for extra Work pursuant to the Contract Documents performed by Contractor shall be 15%.

2. When extra Work is performed by Subcontractors, regardless of the number of tiers, total Markup on Component 1 Direct Costs shall be 20%. Contractor and its Subcontractors shall divide the 20% as they may agree.
3. Under no circumstances shall the total Markup on any extra Work exceed 20%, stated as a percent of the Direct Cost of labor, equipment and materials. This limitation shall apply regardless of the actual number of subcontract tiers.
4. On proposals covering both increases and decreases in Contract Sum, Markup shall be allowed on the net increase only as determined above. When the net difference is a deletion, no percentage for Markup shall be allowed, but rather an appropriate percentage deduction shall be issued in the amount of the net difference.

B. Measurement and Payment of Markup (Component 2)

1. Markup (Component 2) provides complete compensation to Contractor and all Subcontractors for:
   (a) All Contractor and Subcontractor profit;
   (b) All Contractor and Subcontractor home-office overhead;
   (c) All Contractor and Subcontractor assumption of risk assigned to Contractor under the Contract Documents;
   (d) Subject to the qualifications below regarding self-performed work, all General Conditions and General Requirements of Contractor (and, if applicable, Subcontractors).
2. Profit. Compensation for profit included within Component 2 (Markup), includes without limitation: Fees of all types, nature and description; and Profit and margins of all types, nature and description.
3. Home Office Expenses. Compensation for home office expenses included within Component 2 (Markup), includes without limitation: Salaries and other compensation of any type of Contractor's and Subcontractor's personnel (management, administrative and clerical), and all direct and indirect operating, travel, payroll, safety, storage, quality control, maintenance and overhead costs of any nature whatsoever, incurred by Contractor and Subcontractors at any location other than the Project specific site office, including without limitation, Contractor's principal or branch offices; insurance premiums other than those for Project specific insurance directed by the Owner in a change order; all hardware, software, supplies and support personnel necessary or convenient for Contractor's capture, documentation and maintenance of its costs and cost accounting data and cost accounting and control systems and work progress reporting.
4. Assumption of Risk. Compensation for Contractor's and Subcontractor's assumption of risk under the Contract Documents, included within Component 2 (Markup), includes, without limitation, loss, cost, damage, expense or liability resulting directly or indirectly from any of the following causes (**unallowable costs**), for Contractor and Subcontractors of any tier: noncompliance with the Contract Documents, fault or negligence, defective or non-conforming Work, by Contractor or any Subcontractor or Vendor of any tier or anyone directly or indirectly employed by any of them, or for whose acts or omissions any of them are responsible or liable at law or under the Contract Documents; cost overruns of any type; costs in excess of any lump sum, not to exceed amount or GMP; costs resulting from bid or "buy out" errors, unallocated scope, or incomplete transfer of scope or contract terms to Subcontractors; any costs incurred by Contractor relating to a Change in the Work without a Change Order or Change Directive in accordance with the Contract Documents; costs for work or materials for which no price is fixed in the Contract Documents, unless it is expressly specified that such work or material is to be paid for as extra work.
5. General Conditions and Division 1 General Requirements. Compensation for Contractor's (and, if applicable Subcontractors') General Conditions and General Requirements Costs included within Component 2 (Markup) includes compensation for: Contractor's direct costs, without overhead or profit, for salaries and related forms of compensation and employer's costs for labor and personnel costs, of Contractor's employees and subconsultant's employees (if any), while and only to the extent they are

performing Work at the Project Site, and all "General Requirements Costs" below. Personnel and Work compensated by this Component include, without limitation: All required Project management responsibilities; all on-site services; monthly reporting and scheduling; routine field inspection of Work; general superintendence; general administration and preparation of cost proposals, schedule analysis, change orders and other supporting documentation as necessary; salaries of project superintendent, project engineers, project managers, safety manager, other manager, timekeeper, and secretaries; all cost estimates and updates thereto; development, validation and updates to the project schedule; surveying; and estimating. General Requirements Costs included within Component 2 (Markup) include, without limitation: all scheduling hardware, software, licenses, equipment, materials and supplies; purchase, lease or rental, build out, procurement, supporting equipment and maintenance of temporary on-Site facilities, Project field and office trailers and other temporary facilities, office equipment and supporting utilities; platforms, fencing, cleanup and jobsite security; temporary roads, parking areas, temporary security or safety fencing and barricades, etc.; all Contractor's motor vehicles used by any Contractor's personnel, and all costs thereof; all health and safety requirements, required by law or Owner procedures; all surveying; all protection of Work; handling and disposal fees; final cleanup; repair or maintenance; other incidental Work; all items, activities and function similar to any of those described above; all travel, entertainment, lodging, board and the like.

6. Personnel compensated by the Markup Component do not include workers of foreman level or below in the case of self-performed work; rather, such personnel shall be treated as a Direct Cost of Construction. Costs compensated by Component 2 (Markup) do not include temporary measures specifically required by the changed work, not otherwise required or ongoing in the prosecution of the Work, that commence specifically to support the changed work and conclude with the completion of the changed work. Such costs shall be treated as Direct Costs of Construction. Examples of General Requirements costs that this component may not cover are the following: temporary barricades or fencing of specific areas required specifically for the changed work; cranes required specifically for the changed work; and extra security required specifically for the changed work.

1.07 Measurement and Payment of **Bonds**, **Insurance**, **Taxes (Component 3)**

A. Measurement of Bonds, Insurance, Taxes (**Component 3**)

1. Component 3 (Bonds, Insurance, Taxes) consists of the cost of bonds, insurance and taxes, also referred to as **BIT**. All State sales and use taxes, applicable County and applicable City sales taxes, shall be included. Federal and Excise tax shall not be included.
2. There is no markup on BIT.

1.08 Effect Of Payment

A. Change Order Compensation is All Inclusive

1. Except as provided expressly below regarding changes that extend the Contract Time, payment of calculated cost of extra work constitutes full and complete compensation for costs or expense arising from the extra Work, and is intended to be all inclusive.
2. Payment for Direct Cost of Construction (Component 1 or LEM) is intended to be all-inclusive. Any costs or risks not delineated within cost of labor, equipment or materials herein, shall be deemed to be within the costs and risks encompassed by the applicable Markups and unallowable in any separate amount.
3. Payment of Markup (Component 2) is intended to be all-inclusive. Contractor waives claims for any further or different payment of cost and risk items delineated herein, other than the allowable percentage markup on costs set forth in the Contract Documents; such separate, further or different cost or risk items shall be unallowable, waived and liquidated within the allowable percentage markup.

4. Contractor shall recover no other costs or markups on extra work of any type, nature or description.

B. Exception for Changes Extending Contract Time

1. Where a change in the Work extends the Contract Time, Contractor may request and recover additional, actual direct LEM costs, provided Contractor can demonstrate such additional costs are (i) actually incurred performing the Work, (ii) not compensated by Component 2 (Markup), and (iii) directly result from the extended Contract Time. Contractor shall make such request and provide such documentation following all required procedures, documentation and time requirements in the Contract Documents, and subject to all contract limitations of liability. Contractor may not seek or recover such costs using formulas (e.g., Eichleay).

C. Limits of Liability/Accord and Satisfaction

1. The foregoing limits of compensation apply in all cases of claims for changed Work, whether calculating Change Proposal Requests, Change Orders or CDs, or calculating claims and/or damages of all types, and applies even in the event of fault, negligence, strict liability, or tort claims of all kinds, including strict liability or negligence. Contractor may recover no other costs arising out of or connected with the performance of extra Work, of any nature.
2. Under no circumstances may Contractor claim or recover special, incidental or consequential damages against Owner, its representatives or agents, whether arising from breach of contract, negligence, strict liability or other tort or legal theory, unless specifically and expressly authorized in the Contract Documents.
3. No change in Work shall be considered a waiver of any other condition of Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as expressly provided for in Contract Documents.
4. Accord and Satisfaction: Every Change Order and accepted CD shall constitute a full accord and satisfaction, and release, of all Contractor (and if applicable, Subcontractors) claims for additional time, money or other relief arising from or relating to the subject matter of the change including, without limitation, impacts of all types, cumulative impacts, inefficiency, overtime, delay and any other type of claim. Contractor may elect to reserve its rights to disputed claims arising from or relating to the changed Work at the time it signs a Change Order or approves a CD, but must do so expressly in a writing delivered concurrently with the executed Change Order or approved CD, and must also submit a Claim for the reserved disputed items pursuant to Article 12 of Document 00 72 00 (General Conditions) no later than 30 Days after Contractor's first written notice of its intent to reserve rights. Execution of any Change Order or CD shall constitute Contractor's representation of its agreement with this provision.

1.09 Miscellaneous Requirements

A. Owner-Furnished Materials

1. Owner reserves right to furnish materials as it deems advisable, and Contractor shall have no claims for costs and Markup on such materials.

B. Records and Certification

1. All charges shall be recorded daily and summarized in Change Proposal Request form attached hereto. Contractor or authorized representative shall complete and sign form each day. Contractor shall also provide with the form: the names and classifications of workers and hours worked by each; an itemization of all materials used; and a list by size type and identification number of equipment and hours operated.
2. Owner shall have the right to audit all records in possession of Contractor relating to activities covered by Contractor's claims for modification of Contract, including CD Work. This right shall be specifically enforceable, and any failure of Contractor to voluntarily

comply shall be deemed an irrevocable waiver and release of all claims then pending that were or could have been subject to Article 12 of Document 00 7200 (General Conditions).

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

[COST PROPOSAL FORM FOLLOWS ON NEXT PAGE]

COST PROPOSAL FORM

2025 Citywide Pavement Rehabilitation and Bicycle/Pedestrian Improvements

Contract Number _____

CP Number: _____
Date: _____
In Response To _____

To: CITY OF BENICIA
Attention: **[_____]**
_____, CA 9____
Phone: (___) ___- _____
Fax: (___) ___-_____

From: _____
_____

_____

This Cost Proposal is in response to the above-referenced _____ **[insert RFP, etc. as applicable]**.

Brief description of change(s): _____

_____

ITEM DESCRIPTION	PRIME CONTRACTOR	SUB 1	SUB 2	SUB 3	SUB 4	TOTAL
LABOR						
EQUIPMENT						
MATERIAL						
TOTAL DIRECT COST OF CONSTRUCTION (LEM)						
MARKUP FOR PRIME CONTRACTOR'S SELF-PERFORMED WORK (15%)						
MARKUP FOR SUBCONTRACTOR-PERFORMED WORK (20%)						
BONDS, INSURANCE AND TAXES						
GRAND TOTAL						

REQUESTED CHANGE IN CONTRACT TIME (DAYS)

(Time Impact Evaluation Enclosed)

_____

By Contractor: Signature: Date:

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 3119

PROJECT MEETINGS

PART 1 GENERAL

1.01 Summary

A. Section includes description of required project meetings for construction phase of the Work.

1.02 Preconstruction Conference

A. Preconstruction Conference. Owner will call for and administer Preconstruction Conference at time and place to be announced (usually the week prior to start of Work at the Site).

B. Contractor, all major Subcontractors, and major suppliers shall attend Preconstruction Conference. Agenda may include, without limitation, the following items:

1. Schedules
2. Contractor's Initial Progress Schedule
3. Contractor's Schedule of Values
4. Contractor's Schedule of Submittals
5. Personnel and vehicle permit procedures
6. Use of premises
7. Location of the Contractor's on-Site facilities
8. Security
9. Housekeeping
10. Submittal and RFI procedures
11. Inspection and testing procedures, on-Site and off-Site
12. Utility shutdown procedures
13. Control and reference point survey procedures
14. Injury and Illness Prevention Program
15. Jurisdictional agency requirements

C. Owner will distribute copies of minutes to attendees. Attendees shall have seven Days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of Preconstruction Conference.

1.03 Schedule Review Meeting

A. Review of Initial Draft Schedules. Contractor shall meet with Owner prior to Commencement Date of Work under Contract Documents and conduct initial review of Contractor's draft Shop Drawing and Sample Submittal Schedule, draft Schedule of Values, and Initial Progress Schedule. Authorized representative in Contractor's organization, designated in writing, who will be responsible for working and coordinating with Owner relative to preparation and maintenance of Progress Schedule shall attend the initial schedule review meeting.

B. Pre-Payment Review of Second Draft Schedules.

1. Unless otherwise provided in Contract Documents, at least 15 Days before submission of the first application for payment, a conference attended by Contractor, Owner, and others as appropriate, will be held to review acceptability of the required schedules, first reviewed at the Preconstruction Conference. Contractor shall have an additional seven Days to make corrections and adjustments and to complete and resubmit the schedules. Schedules shall be updated and completed as required by Sections 01 2000 (Measurement and Payment), 01 3200 (Progress Schedules) and 01 3300 (Submittals).

C. Contractor shall have its manager, superintendent, scheduler, and key Subcontractor representatives, as required by Owner, in attendance. The meeting will take place over a

continuous one Day period. Owner review will be limited to submittal conformance to Contract Documents' requirements including, but not limited to, coordination requirements. Owner review may also include:

1. Clarifications of Contract Requirements.
2. Directions to include activities and information missing from submittal.
3. Requests of Contractor to clarify its schedule.
4. Within five Days of the Schedule Review Meeting, Contractor shall respond in writing to all questions and comments expressed by Owner at the meeting.

D. Owner will administer Schedule Review Meetings and shall distribute minutes of Schedule Review Meetings to attendees. Attendees shall have five Days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of Schedule Review Meetings.

1.04 Weekly Project Meetings

A. Owner will schedule and administer weekly progress meetings throughout duration of Work. Progress meetings will be held weekly unless otherwise directed by Owner. Meetings shall be held at Owner's Offices unless otherwise specified in Contract Documents.

1. Owner's Representative will prepare agenda and distribute it four days in advance of meeting to Contractor.
2. Participants with agenda items shall present them.
3. Owner shall record and distribute the meeting minutes. Minutes shall be distributed by the Owner to the Contractor within three business days after the meeting. Contractor shall distribute the minutes to those affected by decisions made at meeting. Attendees shall have five business days to submit comments or additions to the minutes. Minutes shall constitute final memorialization of results of meeting.
4. Progress meetings shall be attended by Contractor's job superintendent, major Subcontractors and suppliers, Owner, Owner consultants and Architect (at Owner's option), and others as appropriate to agenda topics for each meeting.
5. Agenda may contain the following items, as appropriate:
   (a) Review, revise as necessary, and approve previous meeting minutes
   (b) Review of Work progress since last meeting
   (c) Status of Construction Work Schedule, delivery schedules, adjustments
   (d) Submittal, RFI, and Change Order status
   (e) Review of the Contractor's safety program activities and results, including report on all serious injury and/or damage accidents
   (f) Other items affecting progress of Work

1.05 Progress Schedule and Billing Meetings

A. A meeting will be held on approximately the 20th of each month to review the schedule update submittal and progress payment application.

B. At this meeting, at a minimum, the following items will be reviewed:

1. Percent complete of each activity;
2. Time impact evaluations for Change Orders and Time Extension Request;
3. Actual and anticipated activity sequence changes;
4. Actual and anticipated duration changes; and
5. Actual and anticipated Contractor delays.

C. These meetings are considered a critical component of overall monthly schedule update submittal and Contractor shall have appropriate personnel attend. At a minimum, Contractor's General Superintendent and Scheduler shall attend these meetings.

1.06 Special Meetings

A. Any party may call special meetings by notifying all desired participants and Owner five Days in advance, giving reason for meeting. Special meetings may be held without advance notice in emergency situations.

B. At any time during the progress of Work, Owner shall have authority to require Contractor to schedule a meeting with Owner and of any or all of the Subcontractors engaged in Work or in other work, to address matters of concern to the Owner.

C. Contractor shall schedule and conduct coordination meetings as necessary to discharge coordination responsibilities in Document 00 7200 (General Conditions). Contractor shall give Owner five Days written notice of coordination meetings. Contractor shall maintain minutes of coordination meetings. Attendees shall have seven Days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of coordination meetings.

D. Contractor to submit minutes of meetings to all attendees within three Days of the meeting.

1.07 Safety Meetings

A. Conduct monthly Contractor Safety Committee meetings.

B. Conduct weekly toolbox safety talks.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 3200

PROGRESS SCHEDULES AND REPORTS

PART 1 GENERAL

1.01 Summary

A. Section includes description of requirements and procedures for submitting progress schedules and submittals.

B. Contractor shall employ competent scheduling personnel or a schedule consultant with experience performing scheduling required herein on a minimum of two prior, similar projects, and with first-hand knowledge of this Project.

1.02 General

A. The Schedule shall be cost-loaded based on Work Breakdown Structure/Schedule of Values as approved by Owner.

B. Progress Schedule shall be based on, and incorporate milestone and completion dates specified, in Contract Documents.

C. Overall time of completion and time of completion for each milestone shown on Progress Schedule shall adhere to times in Document 00 5200 (Agreement), unless an earlier (advanced) time of completion is requested by Contractor and agreed to by Owner. A Contract Modification shall formalize any such agreement.

D. Progress Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. Responsibility for developing Contract schedule and monitoring actual progress as compared to Progress Schedule rests with Contractor.

E. Failure of Progress Schedule to include any element of the Work or any inaccuracy in Progress Schedule will not relieve Contractor from responsibility for accomplishing the Work in accordance with the Contract. Owner acceptance of Schedule shall be for its use in monitoring and evaluating job progress, payment requests, and time extension requests, and shall not, in any manner, impose a duty of care upon Owner, or act to relieve Contractor of its responsibility for means and methods of construction.

F. Transmit to Owner, no less than monthly, current progress schedule in electronic form, to include the entire electronic file without abridgment, inclusive of all updates.

1.03 Contractor to Submit Baseline and Progress Schedules

A. Contractor shall submit an Initial Contract Schedule *no later than the Pre-Construction Kickoff Meeting*. Contractor's Initial Contract Schedule is subject to Owner's review and comments. The approved Initial Contract Schedule shall be referred to as the **Baseline Schedule**.

B. Contractor's Baseline Schedule and progress schedules shall show Contractor's construction and procurement activities including, without limitation, equipment procurement and delivery (Contractor and Owner supplied), activities with Subcontractors and suppliers, major submittal reviews, commissioning of systems, use of major equipment on site, and necessary interface with Owner and third parties required to complete the Work in a timely manner and in accordance with Contract Time.

1.04 Schedule Requirements

A. Unless Owner agrees in writing otherwise, progress schedule shall be on Primavera P6, most current version of Sure Track, or equivalent software acceptable to Owner, as Owner may specify, which Contractor shall prepare and supply to Owner, with all datapoint entries completed

for start dates, necessary work activities, durations (not longer than 21 calendar days), and logic ties.

B. Contractor shall develop a network plan and schedule for the Project demonstrating complete fulfillment of all Contract requirements, shall keep the network plans up to date in accordance with the requirements of this Section 01 32 00, and shall utilize the Critical Path Method (**CPM**) in planning, coordinating, performing and reporting the work under this contract, including all activities of Subcontractors, equipment vendors, and suppliers, and in assisting Owner in monitoring the progress of the Work.

C. CPM network is a graphic depiction of the Contractor's construction plan, showing the sequential steps needed to reach completion of the Work within the prescribed Contract Time. It shall depict events and tasks as activities, and their interrelationships, and shall recognize the progress that must be made on one activity before subsequent activities can begin. These activities shall be logically represented in a CPM network showing their interrelationships in a chronological fashion. As each activity has a time allocation, the completed network shall show the critical path of activities that must be completed on time if the entire Project is not to be delayed. It shall also be possible to identify the earliest and latest start and finish times for each activity if the overall Project is not to be delayed. Therefore, the CPM network shall be comprehensive and shall include all interdependencies and interactions required to perform the Work of the Project.

D. Contractor's Baseline Schedule and progress schedules shall be in the form of a CPM (arrow) diagram. Contractor shall provide Owner with native format electronic schedules and hard copies of the Baseline Schedule, schedule updates, and lookahead schedules. All electronic and hard copies of the schedule that Contractor provides to Owner shall indicate the critical path of the Work (in red) and shall show a logical progression of the Work through [Substantial and Final] completion within Contract Time.

E. Unless Owner agrees in writing otherwise, progress schedules shall also show early and late start and finish dates and total available float (float to the successor activity's late start date) for each activity.

F. Owner has no obligation to accept an early completion schedule.

1.05 Monthly Updates

A. Contractor's progress schedule shall be updated monthly to reflect actual progress. The schedule shall be subject to Owner's review and acceptance for use in monitoring Contractor's Work and evaluating Applications for Payment.

B. Contractor shall supply Owner with an electronic copy of the updated progress schedule with each monthly payment application. Contractor shall provide Owner with three-week lookahead schedules weekly, showing in detail and activities and resources scheduled for the immediate two week period.

C. The three-week look-ahead schedule shall list the trades scheduled for the following three weeks, the approximate resource assignment, and the progress in the past week on trades and work activities for the prior week's three-week look- ahead schedule for the prior week. The three-week look-ahead schedule shall be produced and presented at each weekly progress meeting and shall be coordinated with the schedule required under this Section 01 3200.

1.06 General

A. Progress Schedule shall be based on, and incorporate milestone and completion dates specified, in Contract Documents.

B. Overall time of completion and time of completion for each milestone shown on Progress Schedule shall adhere to times in Document 00 5200 (Agreement), unless an earlier (advanced) time of completion is requested by Contractor and agreed to by Owner. A Contract Modification shall formalize any such agreement.

C. Progress Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. Responsibility for developing Contract schedule and monitoring actual progress as compared to Progress Schedule rests with Contractor.

D. Failure of Progress Schedule to include any element of the Work or any inaccuracy in Progress Schedule will not relieve Contractor from responsibility for accomplishing the Work in accordance with the Contract. Owner acceptance of Schedule shall be for its use in monitoring and evaluating job progress, payment requests, and time extension requests, and shall not, in any manner, impose a duty of care upon Owner, or act to relieve Contractor of its responsibility for means and methods of construction.

E. Transmit to Owner, no less than monthly, current progress schedule in electronic form, to include the entire electronic file without abridgment, inclusive of all updates.

1.07 Initial And Original Progress Schedule

A. Initial Schedule submitted for review at the Preconstruction Conference shall serve as Contractor's schedule for up to 30 Days after the Notice to Proceed – I (Design and Preconstruction).

B. Initial Schedule must indicate detailed plan for the Work to be completed in first 30 Days of the Contract; details of planned mobilization of plant and equipment; sequence of early operations; and procurement of materials and equipment. Show Work beyond 30 Days in summary form.

C. Contractor shall submit its Original Schedule for review no later than first progress payment. Original Schedule and all updates shall comply with all standards herein.

D. All Schedules shall be time-scaled.

E. In lieu of providing a cost loaded schedule, Contractor shall provide owner with a monthly cash flow schedule, showing Contractor's forecasted expenditures on a monthly basis through completion of the Project. Contractor's cash flow schedule shall be updated monthly and shall have sufficient detail and accuracy to form a reasonable basis, based upon currently available information, for Owner to project and plan for Project cash flow requirements for the Project duration.

F. Except as otherwise expressly provided in this Section 01 3200, meet with Owner to review and discuss each Schedule (i.e., Initial, Original and monthly updates) within seven (7) Days after each Schedule has been submitted to Owner.

1. Owner review and comment on any Schedule shall be limited to Contract conformance (with sequencing, coordination, and milestone requirements).
2. Contractor shall make corrections to Schedule necessary to comply with Contract requirements and shall adjust Schedule to incorporate any missing information requested by Owner. Resubmit Initial Schedule if requested by Owner.

G. Initial Schedule shall identify the following milestone events:

1. Notice to Proceed date(s)
2. Substantial completion and project completion at each construction phase
3. Start and completion dates for Work in each occupied space
4. Utility connections
5. Inspections

H. Original Schedule and all updates shall identify all Work activities, in proper sequence for the completion of the Work. Work activities shall include the following:

1. Major Contractor-furnished equipment, materials, and building elements, and scheduled activities requiring submittals or Owner prior approval.
   (a) Show dates for the submission, review, and approval of each submittal. Dates shall be shown for the procurement, fabrications, delivery, and installation of major equipment, materials, and building elements, and for scheduled activities designated by Owner.

(b) A minimum of fifteen (15) working days shall be allotted for Owner review for each submittal.

2. System test dates
3. Dates Contractor request designated working spaces, storage areas, access, and other facilities to be provided by Owner
4. Dates Contractor requests orders and decisions from Owner
5. Dates Contractor requests Owner-furnished equipment
6. Dates Contractor requests Owner-furnished utilities
7. Connection and relocation of existing utilities
8. Connecting to or penetrating existing structures
9. Dates Contractor requests access to areas requiring removal of Asbestos containing materials by Owner

I. If Contractor is of the opinion that any of the Work included on its Schedule has been impacted, submit to Owner a written Time Impact Evaluation (**TIE**) in accordance with this Section 01320. The TIE shall be based on the most current update of the Initial Schedule.

1.08 Schedule Format and Level of Detail

A. Utilize Primavera computer-scheduling software, for all scheduling including schedule updates, and employ scheduling personnel experienced and competent in it. For all activities or impacts shown in schedule, Contractor shall complete all data points in the software to specifically include the activities, their durations, their logic ties and their resources.

B. Each Schedule (Initial, Original and updates) shall indicate all separate design, approvals, design reviews and submissions to authorities with jurisdiction, fabrication, long lead item procurement activities, procurement and field construction activities required for completion of the Work, including but not limited to the following:

1. All Contractor, Subcontractor, and assigned Contractor work shall be shown in a logical work sequence that demonstrates a coordinated plan of work for all contractors. The intent is to provide a common basis of acceptance, understanding, and communication, as well as interface with other contractors.
2. Activities related to the delivery of Contractor and Owner-furnished equipment to be Contractor-installed per Contract shall be shown.
3. Critical design and construction milestones;
4. All activities shall be identified through codes or other identification to indicate the building (i.e. buildings, Site work) and Contractor/Subcontractor responsibility to which they pertain.
5. Break up the Work schedule into activities of durations of approximately twenty-one (21) Work Days or less each, except for non-field construction activities or as otherwise deemed acceptable by Owner.
6. Show the critical path in red. For each activity, show early start, late start, early finish, late finish, durations measured in Days, float, resources, predecessor and successor activities, planned workday/week for the activity, material quantities, and scheduled/actual progress payments.

C. Seasonal weather conditions (which do not constitute a delay as defined herein) shall be considered in the planning and scheduling of all work influenced by high or low ambient temperatures or presence of high moisture for the completion of the Work within the allotted Contract Time.

D. Failure by Contractor to include any element of Work required for performance of the Work on the detailed construction schedule shall not excuse Contractor from completing all Work required within the Contract Time.

E. A three-week “look ahead,” detailed daily bar chart schedule shall be updated and issued weekly in hard copy and electronically.

F. Monthly updates shall include schedule sorts in hard copy, by bid item (geographic work area) with critical items shown in red float and with early/late start and finish dates, to facilitate meaningful review and assessment of schedule.

1.09 Monthly Schedule Update Submittals

A. Following acceptance of Contractor's Initial Schedule, Contractor shall monitor progress of Work and adjust Schedule each month to reflect actual progress and any anticipated changes to planned activities.

1. Each Schedule update submitted shall be complete, including all information requested for the Initial Schedule and Original Schedule submittal.
2. Each update shall continue to show all Work activities including those already completed. These completed activities shall accurately reflect "as built" information by indicating when activities were actually started and completed, and Contractor warrants the accuracy of as-built information as shown.

B. A meeting will be held on approximately the 25th of each month to review the Schedule update submittal and progress payment application.

1. At this meeting, at a minimum, the following items will be reviewed: Percent complete of each activity; TIEs for Contract Modifications and Time Extension Request; actual and anticipated activity sequence changes; actual and anticipated duration changes; and actual and anticipated Contractor delays and critical issues.
2. These meetings are considered a critical component of overall monthly schedule update submittal; have appropriate personnel attend. At a minimum, Contractor's General Superintendent and Scheduler shall attend these meetings.
3. Plan on the meeting taking no less than four hours.

C. Within five Days after monthly Schedule update meeting, Contractor shall submit on CD the updated Schedule, and reports and charts, both in hard copy and on a CD.

D. Within 35 Days of receipt of above-noted revised submittals, Owner will either accept or reject monthly schedule update submittal.

1. If accepted, percent complete shown in monthly update will be basis for Application for Payment by Contractor. The schedule update shall be submitted as part of Contractor's Application for Payment and a basis of such payment.
2. If rejected, update shall be corrected and resubmitted by Contractor before the Application for Payment is submitted. Owner may withhold five percent of monthly progress payment amount until acceptable schedule update is received.

E. Neither updating, changing or revising of any report, curve, schedule or narrative submitted to Owner by Contractor under this Contract, Owner review or acceptance of any such report, curve, schedule or narrative, nor Owner failure to review same, shall have the effect of amending or modifying, in any way, the Contract Substantial Completion date or milestone dates or of modifying or limiting, in any way, Contractor's obligations under this Contract. Any Owner review is solely for Owner's internal consideration to reasonably ascertain likelihood of Contractor's achieving applicable Contract milestones, and Contractor may not rely thereon.

1.10 Schedule Revisions

A. Updating the Schedule (Initial and Original) to reflect actual progress shall not be considered revisions to the Schedule. Since scheduling is a dynamic process, however, revisions to activity durations and sequences are expected on a monthly basis.

B. To reflect revisions to the Schedule, provide Owner with a written narrative with a full description and reasons for each Work activity that is revised. For revisions affecting the sequence of Work, provide a schedule diagram that compares the original sequence to the revised sequence of Work. Contractor shall clearly show and discuss any changes in the critical path, and provide the written narrative and schedule diagram for revisions three (3) Days in advance of the monthly schedule update meeting.

C. Schedule revisions shall not be incorporated into any schedule update until Owner has reviewed the revisions. Owner may request further information and justification for schedule revisions and, within three Days, provide Owner with a complete written narrative response to Owner request.

D. If Owner does not accept Contractor's revision, and Contractor disagrees with Owner position, Contractor has seven Days from receipt of Owner letter rejecting the revision, to provide a written narrative providing full justification and explanation for the revision. Contractor's failure to respond in writing within seven Days of Owner written rejection of a schedule revision shall be contractually interpreted as acceptance of Owner position, and Contractor waives its rights to subsequently dispute or file a claim regarding Owner position. If Contractor files a timely response as provided in this paragraph, and the parties are still unable to agree, then Owner and Contractor's rights shall be as provided in Document 00 72 00 (General Conditions), Article 12.

E. At Owner discretion, Contractor can be required to provide Subcontractor certifications of performance regarding proposed schedule revisions affecting said Subcontractors.

1.11 Recovery Schedule

A. Owner may request If a recovery schedule should Contractor fall Schedule update shows a substantial completion date twenty-one (21 or more) Days behind any schedule Contract Substantial Completion date, or individual Milestone, which schedule shall show Contractor's plan and resources committed to retain Contract completion dates.

B. The recovery schedule shall show the intended critical path., Contractor shall submit to Owner within seven Days the proposed revisions to recover the lost time. As part of this submittal, Contractor shall provide a written narrative for each revision made to recapture the lost time. If the revisions include sequence changes, Contractor shall provide a schedule diagram comparing the original sequence to the revised sequence of Work. If Owner requests, Contractor shall show the intended critical path; secure appropriate Subcontractor and supplier consent to the recovery Schedule; submit a narrative explaining trade flow and construction flow changes, duration changes, added/deleted activities, critical path changes and identify all near critical paths and man hour loading assumptions for major Subcontractors.

C. The revisions shall not be incorporated into any Schedule update until Owner has reviewed the revisions.

D. If Owner does not accept Contractor's revisions, Owner and Contractor shall follow the procedures set forth above regarding schedule revisions.

E. At Owner discretion, Contractor can be required to provide Subcontractor certifications for revisions affecting said Subcontractors.

1.12 Time Impact Evaluation For Contract Modifications And Other Delays

A. When Contractor is directed to proceed with changed work or Subcontractors, or otherwise requests a time extension, Contractor shall prepare and submit, within 14 Days from the direction to proceed, a Time Impact Evaluation (TIE).

B. When Contractor requests a time extension for any reason, Contractor shall submit a TIE, in accordance with Article 11 of Document 00 7200 and Section 01 2600, Article 1.02.C that provides information justifying the request and stating the extent of the adjustment requested for each specific change or alleged delay. Each TIE shall be in a form and content that is acceptable to Owner and that includes both a written narrative and a schedule diagram depicting how the changed Work or other impacted work affects other schedule activities. The schedule diagram shall show how Contractor proposes to incorporate the changed Work or other impacted work in the schedule, and how it impacts the current Schedule update critical path or otherwise. Contractor is also responsible for establishing time extensions based on the TIE's impact on the critical path. The diagram shall be tied to the main sequence of scheduled activities to enable Owner to evaluate the impact of changed Work to the scheduled critical path.

C. Contractor shall comply with the requirements of this Section 01 32 00 regarding the submission of TIEs for all types of delays such as, but not limited to, Contractor/Subcontractor delays, adverse weather delays, strikes, procurement delays, fabrication delays, etc.

D. Contractor is responsible for all costs associated with preparing, and the process of incorporating TIE's into the current schedule update. Contractor shall provide Owner with four copies of each TIE both in hard copy and CD.

E. Once agreement has been reached on a TIE, the Contract Time will be adjusted accordingly. If agreement is not reached on a TIE, the Contract Time may be extended in an amount Owner allows, and Contractor may submit a claim for additional time claimed by Contractor as provided in Document 00 7200 (General Conditions).

1.13 Time Extensions

A. Contractor is responsible for requesting time extensions for time impacts that, in the opinion of Contractor, impact the critical path of the current schedule update. Notice of time impacts shall be given in accordance with Document 00 7200 (General Conditions).

B. Where an event for which Owner is responsible impacts the projected Substantial Completion date, Contractor shall provide a written mitigation plan, including a schedule diagram, which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated. Contractor shall also include a detailed cost breakdown of the labor, equipment, and material Contractor would expend to mitigate Owner-caused time impact. Contractor shall submit mitigation plan to Owner within fourteen (14) Days from the date of discovery of said impact. Contractor is responsible for the cost to prepare the mitigation plan.

C. Failure to request time, provide TIE, or provide the required mitigation plan will result in Contractor waiving its right to a time extension and cost to mitigate the delay.

D. No time will be granted under the Contract Documents for cumulative effect of changes.

E. Owner will not be obligated to consider any time extension request unless requirements of Contract Documents are complied with.

F. Failure of Contractor to perform in accordance with the current schedule update shall not be excused by submittal of time extension requests.

G. Notwithstanding any other provision of this Section 01320, if Contractor does not submit a TIE within the required 14 Days for any issue, Contractor hereby agrees that Contractor does not require a time extension for that issue.

1.14 Project Status Reporting

A. In addition to submittal requirements for scheduling identified in this Section 01320, Contractor shall provide a monthly project status report (i.e., written narrative report) to be submitted in conjunction with each Schedule as specified herein. Status reporting shall be in form specified in this paragraph.

B. A progress summary shall be the first page of the Monthly Project Report. The report shall indicate in column format (i.) the original and forecast cost and dates of completion; (ii.) the original and adjusted contract sums; (iii.) pending change order requests and claims; and (iv.) the original and projected completion dates.

C. The Monthly Project Report shall include construction progress and updates. Construction progress: generally since prior report, and percentage completion. Contractor shall include a narrative of the work performed and an updated task list and identify areas of concern, actions and approvals needed, including without limitation:

1. Contractor schedule: work progress against schedule. The report shall clearly identify actual performance with respect to the current approved version of the schedule, including without limitation:

(a) Progress made on critical activities indicated on each Schedule, including inspections.
(b) Explanations for any lack of work on critical path activities planned to be performed during last month.
(c) Explanations for any schedule changes, including changes to logic or to activity durations.
(d) List of critical activities scheduled to be performed during the next month.
(e) Status of major material and equipment procurement.

2. Problems. The narrative shall include any problems or delays encountered, causes of delays, proposed ways to work around any problems that arise and schedule assessment, and an explanation of how Project will be brought back on schedule if delays have occurred.
3. Design Status. The Monthly Project Report shall include a section on design status for the Project. The report shall also include a list of any Contract deliverables and identification of areas of concern, actions and approvals needed, and recommendations regarding ongoing design work with respect to value engineering, constructability coordination of design services with other Project items, and any and all design changes affecting appearance, size, function, usage or cost of the Project or any Subproject.
4. Subcontractor Procurement. The Monthly Project Report shall include a section on subcontractor procurement, if applicable.
5. Contractor's Safety Program. The Monthly Project Report shall include a section on the Contractor's Safety Program. The narrative shall include incident reports and statistics and other Contractor recommended information to demonstrate and promote the effectiveness of its Safety Program.
6. Disputes and Claims. The Monthly Project Report shall include a section on disputes and claims. For the Project and each Subproject, the narrative shall include a discussion on disputes, potential claims, and claims made.
7. Look Ahead Task List. The Monthly Report shall include a 120-day look ahead/task listing for Owner planning purposes, of Owner-specific activities, inspections, approvals, tie-ins, connections, consents, decisions, necessary from the Owner to facilitate Contractor's progress.
8. Daily Log (electronic copy only). Contractor shall keep a daily log containing a record of weather, contractor activities, and subcontractors working on the site, number of workers, work accomplished, problems encountered, impacts on the Work and specific activities, and other relevant data or such additional data as Owner may require. Contractor shall maintain the log electronically in a format acceptable to Owner, with each data-point maintained separately for separate sorting, charting or study by Owner if necessary. Contractor shall submit such electronic file monthly, with the Monthly Progress Report.
9. Status reports, and the information contained therein, shall not be construed as claims, notice of claims, notice of delay, or requests for changes or compensation.

D. At the close of each workday provide Owner with report of Contractor and its Subcontractors' work activities for that day, including trades, equipment, work activities worked on, staff levels, and equipment deliveries. Use form acceptable to Owner.

E. Submit all reports and schedule files on CD, in addition to written copies.

F. Submit all Title 24-required reports in the applicable required time, format and detail required by Title 24, as applicable.

1.15 Verified Reports.

A. Contractor shall ensure that the Verified Reports required by Title 24 of the California Code of Regulations be timely completed by Subcontractors and others

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 3300

SUBMITTALS

PART 1 GENERAL

1.01 Summary

A. This section describes general requirements for submittals for the Work:

1. Procedures
2. Schedule of Shop Drawing and Sample Submittals
3. Safety Plan
4. Progress Schedule
5. Product Data
6. Shop drawings
7. Samples
8. Quality Control Submittals
   (a) Engineering Data
   (b) Test Reports
   (c) Certificates
   (d) Manufacturers' Instructions
9. Machine Inventory Sheets
10. Operations and Maintenance Manuals
11. Computer Programs
12. Project Record Documents

1.02 Procedures

A. Submit in duplicate sets, Schedule of Shop Drawing and Sample Submittals, Safety Plans, Progress Schedule, Product Data, Shop Drawings, Samples, Quality Control Data, Machine Inventory Sheets, Operations and Maintenance Manuals, Computer Programs, and Project Record Documents required by the Contract Documents.

B. Transmit each item with a standard letter of transmittal in form approved by Owner.

C. Identify Contractor, subcontractor, subconsultant, major supplier, pertinent drawing sheet and detail number, and specification section number as appropriate. Provide space for Owner review stamps.

D. Where manufacturers' standard drawings or data sheets are used, they shall be marked clearly to show those portions of the data which are applicable to this Project.

E. Submit Shop Drawings, Samples, Product Data and other submittals (collectively, **Submittals**) to Owner for review and action in accordance with accepted Schedule of Submittals. If no such schedule is agreed upon, then all Submittals shall be completed within 30 Days after commencement of Contract Time.

F. The data shown on all Submittals shall be complete with respect to quantities, dimensions, materials and similar data to show Owner the materials and equipment Contractor proposes to provide and to enable Owner to review the information for the limited purposes specified below. Samples shall be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which it is intended and otherwise as Owner may require to enable Owner to review the submittal. The number of each Sample to be submitted will be as specified in the Specifications.

G. At the time of each submission, Contractor shall give Owner specific written notice of all variations, if any, that the Submittal may have from the requirements of the Contract Documents, and the reasons therefore. This written notice shall be in a written communication separate from

the Submittal. In addition, Contractor shall cause a specific notation to be made on each Submittal submitted to Owner for review and approval of each such variation.

H. If Owner accepts deviation, Owner shall issue an appropriate Contract Modification.

I. Submittal coordination and verification is the responsibility of Contractor, this responsibility shall not be delegated in whole or in part to subcontractors, subconsultants or suppliers. Before submitting each Submittal, Contractor shall have determined and verified:

J. Submittal coordination and verification is the responsibility of Contractor; this responsibility shall not be delegated in whole or in part to subcontractors, subconsultants or suppliers. Before submitting each Submittal, Contractor shall have determined and verified:

1. All field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto;
2. All materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work; and
3. All information relative to Contractor's sole responsibilities and of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

K. Contractor shall also have reviewed and coordinated each Submittal with other Submittals and with the requirements of the Work and the Contract Documents.

L. Contractor's submission to Owner of a Submittal will constitute Contractor's representation that it has satisfied its obligations under the Contract Documents, and as set forth immediately above, with respect to Contractor's review and approval of that Submittal.

M. Designation of work "by others", if shown in Submittals prepared by a subcontractor, subconsultant or supplier, shall mean that work will be responsibility of Contractor rather than the subcontractor, subconsultant or supplier who has prepared submittals.

N. After review by Owner of each of Contractor's Submittals, one of set of duplicates of material will be returned to Contractor with actions defined as follows:

1. NO EXCEPTIONS TAKEN - Accepted subject to its compatibility with future Submittals and additional partial Submittals for portions of the Work not covered in this Submittal. Does not constitute approval or deletion of specified or required items not shown on the Submittal.
2. MAKE CORRECTIONS NOTED (NO RESUBMISSIONS REQUIRED) - Same as 1. above, except that minor corrections as noted shall be made by Contractor.
3. AMEND AND RESUBMIT - Rejected because of major inconsistencies or errors which shall be resolved or corrected by Contractor prior to subsequent review by Owner.
4. REJECTED - RESUBMIT - Submitted material does not conform to Drawings and Specifications in major respect, i.e.: wrong size, model, capacity, or material.
5. NOT REVIEWED - Submitted material has not been reviewed and is being returned to be acted upon by Contractor without review by Owner.

O. It is considered reasonable that Contractor shall make a complete and acceptable Submittal at least by its second submission. Owner reserves the right to deduct monies from payments due Contractor to cover additional costs of Owner's review beyond the second submission. Illegible Submittals will be rejected and returned to Contractor for resubmission.

P. Favorable review will not constitute acceptance by Owner of any responsibility for the accuracy, coordination and completeness of the Submittals. Accuracy, coordination, and completeness of Submittals shall be sole responsibility of Contractor, including responsibility to backcheck comments, corrections, and modifications from Owner's review before proceeding with the Work which is the subject of the Submittals. Submittals may be prepared by Contractor, Subcontractors or suppliers, but Contractor shall ascertain that Submittals meet all requirements

of the Contract Documents, while conforming to structural space and access conditions at the point of installation. Owner's review will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, conform to the requirements of the Contract Documents. Favorable review of a Submittal, method of work, or information regarding materials and equipment Contractor proposes to furnish shall not relieve Contractor of responsibility for errors therein and shall not be regarded as an assumption of risk or liability by Owner, or any officer or employee thereof, and Contractor shall have no claim under Contract on account of failure or partial failure or inefficiency or insufficiency of any plan or method of work or material and equipment so reviewed. Favorable review shall be considered to mean merely that Owner has no objection to Contractor using, upon his own full responsibility, the plan or method of work proposed, or furnishing the materials and equipment proposed.

Q. Owner's review will not extend to the means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Owner may decline to review Submittals in which event the Submittals will be returned to Contractor to be acted upon without review. There is no obligation running to Contractor by Owner, or anyone acting upon its behalf to act upon Contractor's Submittals, and action upon them does not give rise to liability of any type to Contractor.

R. Submit a complete initial Submittal for those items where required by individual Specification sections. The complete submittal shall contain sufficient data to demonstrate that items comply with the Contract Documents, shall meet minimum requirements for submissions cited in the technical specifications, shall include motor data and seismic anchorage certifications, where required, and shall include other necessary revisions required for equipment. If Contractor submits an incomplete initial Submittal, when complete the Submittal is required, submittal may be returned to Contractor without review.

S. It shall be Contractor's responsibility to copy, conform and distribute reviewed Submittals in sufficient numbers for Contractor's files, Subcontractors and vendors.

T. After Owner's review of a Submittal, revise and resubmit as required. Identify changes made since previous Submittal.

1. Begin no fabrication or work which requires Submittals until return of Submittals not requiring resubmittal.
2. Normally, Submittals will be processed and returned to Contractor within 15 working days of receipt.

U. Distribute copies of reviewed Submittals to concerned persons. Instruct recipients to promptly report any inability to comply with Submittals.

1.03 Schedule Of Shop Drawings And Sample Submittals

A. Submit preliminary Schedule of Shop Drawing and Sample Submittals as required by Document 00 72 00 (General Conditions). Submit two copies of final and accepted Schedule of Submittals of Shop Drawings and samples as required by Document 00 72 00 (General Conditions), and in no event later than 15 days following Notice to Proceed.

B. The Schedule of Shop Drawing and Sample Submittals will be used by Owner to schedule activities relating to review of submittals. Schedule of Submittals shall indicate a spreading out of Submittals and early Submittals of long lead-time items and of items which require extensive review.

C. Schedule of Shop Drawing and Sample Submittals shall be reviewed by Owner and shall be revised and resubmitted until accepted by Owner.

1.04 Safety Plan

A. Submit two copies of a Safety Plan specific to this Contract to Owner within 10 Days after commencement of Contract Time.

B. One copy of accepted the Safety Plan will be returned to Contractor.

C. No on-site work shall be started until Safety Plan has been reviewed and accepted by Owner. Acceptance of the Safety Plan shall not affect Contractor's responsibility for maintaining a safe working place and instituting safety programs in connection with project. Neither Owner nor Owner assumes any responsibility for Contractor's safety related obligations. Contractor shall have sole responsibility for safety on and off the Site.

1.05 Progress Schedule

A. See Section 01 3200 (Progress Schedules and Reports), for schedule and report requirements.

B. Submit one electronic and three print copies of the schedule at each of the following times:

1. Initial CPM Schedule at the Preconstruction Conference.
2. Original CPM Schedule within 60 days of commencement of Contract Time.
3. Adjustments to the CPM Schedule as required.
4. CPM Schedule updates monthly, submitted with each Pay Application.

C. Submit four copies of the reports listed in Section 01 3200 Progress Schedules and Reports, with:

1. Initial CPM Schedule
2. Original CPM Schedule
3. Each monthly Schedule update

D. Progress Schedules and Reports shall be submitted electronically in addition to hard copies specified above.

1.06 Product Data

A. Within 30 calendar days after commencement of Contract Time submit two copies of complete list of major products proposed for use, with name of the manufacturer, trade name, and model number of each product.

B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

C. Tabulate products by specification section number.

D. Supplemental Data:

1. Submit number of copies which Contractor requires, plus two copies which will be retained by Owner.
2. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to the Project.

E. Provide copies for Project Record Documents described in Section 01 7700 Contract Closeout.

1.07 Shop Drawings

A. Minimum Sheet Size: 8-1/2 inches by 11 inches. All others: Multiples of 8-1/2 inches by 11 inches, 34 inches by 44 inches maximum.

B. For 8-1/2 inch by 11 inch and 11 inch by 17 inch sheets, submit the number of copies which Contractor requires, plus two copies which will be retained by Owner.

C. For 17 inch by 22 inch through 34 inch by 44 inch sheets, submit one reproducible transparency and two prints. After review, reproduce and distribute.

D. The original sheet or reproducible transparency will be marked with Owner's review comments and returned to Contractor.

E. Mark each copy to identify applicable products, models, options, and other data; supplement manufacturers' standard data to provide information unique to the Work.

F. Include manufacturers' installation instructions when required by Specification section.

1.08 Samples

A. Submit full range of manufacturers' standard colors, textures, and patterns for Owner's selection.

B. Submit samples to illustrate functional and aesthetic characteristics of each product, with integral parts and attachment devices. Coordinate Submittal of different categories for interfacing work.

C. Include identification on each sample, giving full information.

D. Submit two samples unless otherwise specified. One will be retained.

E. Sizes: Unless otherwise specified, provide the following:

1. Paint Chips: Manufacturers' standard
2. Flat or Sheet Products: Minimum 6 inches square, maximum 12 inches square
3. Linear Products: Minimum 6 inches, maximum 12 inches long
4. Bulk Products: Minimum 1 pint, maximum 1 gallon

F. Full size samples may be used in the Work upon approval.

G. Mock-ups:

1. Erect field samples and mock-ups at the Project Site in accordance with the requirements of Specification sections.
2. Modify or make additional field samples and mock-ups as required to provide appearance and finishes approved by Owner.
3. Approved field samples and mock-ups may be used in the Work upon approval.

1.09 Quality Control Submittals

A. Test Reports: Three copies. One copy will be marked with Owner's review comments and returned to Contractor.

1. Indicate that the material or product conforms to or exceeds specified requirements.
2. Reports may be from recent or previous tests on material or product, but must be acceptable to Owner. Comply with requirements of each individual Specification.

B. Certificates: Three copies. One copy will be marked with Owner's review comments and returned to Contractor.

1. Indicate that the material or product conforms to or exceeds specified requirements.
2. Submit supporting reference data, affidavits, and certifications as appropriate.
3. Certificates may be recent or from previous test results on material or product, but must be acceptable to Owner.

C. Manufacturers' Instructions: Three copies. One copy will be marked with Owner's review comments and returned to Contractor.

1. Include manufacturers' printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing.
2. Identify conflicts between manufacturers' instructions and Contract Documents.

1.10 Operations And Maintenance Manuals

A. Submit two copies of manufacturers' operations and maintenance manuals. If necessary, both copies will be marked with Owner's review comments and returned to Contractor for correction until satisfactory information is provided. Owner will retain satisfactorily corrected manuals for Owner's own use.

B. Operations and maintenance manuals shall include the following as appropriate:

1. Operating instructions
2. Preventive maintenance instructions
3. Cleaning instructions
4. Safety precautions
5. Trouble shooting procedures
6. Theory of operation to discrete component level
7. Schematic diagrams, flow diagrams, wiring diagrams, logic diagrams, etc. to discrete component level
8. Parts lists showing all discrete components with part number, current prices and availability
9. List of replaceable supplies; paper, ink, ribbon, etc. with part numbers, current prices and availability
10. Recommended levels of spare parts and supplies to keep on hand
11. Manufacturers' service and maintenance technical manuals
12. Names, addresses and telephone numbers of service and repair firms for the equipment

C. Manuals shall be the same as are used by manufacturers' authorized technicians to completely service and repair the equipment.

1.11 Computer Programs

A. When any equipment requires operation by computer programs, submit a copy of the program on appropriate diskette plus all user manuals and guides for operating the programs and making changes in the programs for upgrading and expanding the databases. Programs must be compatible with Owner software requirements, or in a form otherwise acceptable to Owner. Provide required licenses to Owner at no additional cost.

1.12 Project Record Documents

A. Submit one copy of each of the Project Record Documents listed in Section 01 7700 Contract Closeout.

1.13 Delay Of Submittals

A. Delay of Submittals by Contractor is considered Contractor-caused delay. Liquidated damages incurred because of late Submittals will be assessed to Contractor.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 4200

REFERENCES AND DEFINITIONS

PART 1 GENERAL

1.01 Summary

A. Section Includes:

1. Reference standards, abbreviations, symbols, and definitions used in Contract Documents.
2. Full titles are given in this Section for standards cited in other Sections of Specifications.

1.02 Reference to Standards and Specifications of Technical Societies; Reporting and Resolving Discrepancies

A. References

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code, or laws or regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated in the Contract Documents.
2. If during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such law or regulation applicable to the performance of the Work or of any such standard, specification, manual, or code or of any instruction of any supplier, Contractor shall report it in writing at once to Owner's Representative and Architect/Engineer, and Contractor shall not proceed with the Work affected thereby until consent to do so is given by Owner.

B. Precedence

1. Except as otherwise specifically stated in the Contract Documents or as may be provided by Change Order, CCD, or Supplemental Instruction, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
   (a) The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
   (b) The provisions of any such laws or regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such law or regulation).
2. No provision of any such standard, specification, manual, code, or instruction shall be effective to change the duties and responsibilities of Owner, Owner's Representative, Architect/Engineer or Contractor, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents, nor shall it be effective to assign to Owner, Architect/Engineer, or any of their consultants, agents, representatives or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

C. Referenced Grades, Classes, and Types:

1. Where an alternative or optional grade, class, or type of product or execution is included in a reference but is not identified in Drawings or in Specifications, provide the highest, best, and greatest of the alternatives or options for the intended use and prevailing conditions.

D. Edition Date of References:

1. When an edition or effective date of a reference is not given, it shall be understood to be the current edition or latest revision published as of the date of opening Bids.
2. All amendments, changes, errata and supplements as of the effective date shall be included.

E. ASTM and ANSI References: Specifications and Standards of the American Society for Testing and Materials (ASTM) and the American National Standards Institute (ANSI) are identified in the Drawings and Specifications by abbreviation and number only and may not be further identified by title, date, revision, or amendment. It is presumed that Contractor is familiar with and has access to these nationally- and industry-recognized specifications and standards.

1.03 Definitions

A. Meaning of Words and Phrases

Wherever any of the words or phrases defined below, or a pronoun used in place thereof, is used in any part of the Contract Documents, it shall have the meaning here set forth. Where abbreviations and symbols are used, such abbreviations and symbols shall be given their common meaning in the construction industry. In the Contract Documents, the neuter gender includes the feminine and masculine, and the singular number includes the plural.

While Owner has made an effort to identify all defined terms with initial caps, the following definitions shall apply regardless of case unless the context otherwise requires:

1. Addenda: Written or graphic instruments issued prior to the opening of Bids, which clarify, correct, or change the bidding requirements or the Contract Documents. Addenda shall not include the minutes of the Pre-Bid Conference and/or Site Visit.
2. Agreement (Document 00 5200): Agreement is the basic Contract Document that binds the parties to construction Work. Agreement defines relationships and obligations between Owner and Contractor and by reference incorporates Conditions of Contract, Drawings, and Specifications and contains Addenda and all Modifications subsequent to execution of Contract Documents.
3. Alternate: Work added to or deducted from the base Bid, if accepted by Owner.
4. Application for Payment: Written application for monthly or periodic progress or final payment made by Contractor complying with the Contract Documents.
5. Approved Equal: Approved in writing by Owner as being of equivalent quality, utility and appearance.
6. Architect/Engineer: If used elsewhere in the Contract Documents, “Architect/Engineer” shall mean a person (or that person’s firm) holding a valid California State Architect’s or Engineer’s license representing the Owner in the administration of the Contract Documents. Architect/Engineer may be an employee of or an independent consultant to Owner. When Architect/Engineer is referred to within the Contract Documents and not an employee of Owner, Architect/Engineer shall be construed to include employees of Architect/Engineer and/or employees that Architect/Engineer supervises. When the designated Architect/Engineer is an employee of Owner, his or her authorized representatives on the Project will be included under the term Architect/Engineer. If Architect/Engineer is an employee of Owner, Architect/Engineer is the beneficiary of all Contractor obligations to Owner, including without limitation, all releases and indemnities. Architect/Engineer may also be referred to as Architect or Engineer.
7. Asbestos: Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by OSHA or Cal/OSHA.
8. Bid: The offer or proposal of the Bidder submitted on the prescribed form(s) setting forth the prices (including, if applicable, maximum prices) for the Work to be performed .
9. Bidder: One who submits a Bid or Proposal.

10. Bidding Documents: All documents comprising the Project Manual (including all documents and Specification Sections listed in Document 00 0110 [Table of Contents]), including documents supplied for bidding purposes only and Contract Documents.
11. Board: The governing body of the Owner.
12. Business Day: Any Day other than Saturday, Sunday, and the following days that have been designated as holidays by Owner. If a holiday falls on a Saturday, the preceding Friday will be the holiday. If a holiday falls on a Sunday, the following Monday will be the holiday.
    (a) New Year's Day, January 1;
    (b) Martin Luther King Jr.'s Birthday, third Monday in January;
    (c) Lincoln's Birthday, February 12;
    (d) Presidents' Day, third Monday in February;
    (e) Memorial Day, last Monday in May;
    (f) Independence Day, July 4;
    (g) Labor Day, first Monday in September;
    (h) Veterans' Day, November 11;
    (i) Thanksgiving Day, as designated by the President;
    (j) The Day following Thanksgiving Day;
    (k) Christmas Day, December 25; and
    (l) Each day appointed by the Governor of California and formally recognized by the Governing Board as a day of mourning, thanksgiving, or special observance.
13. By Owner: Work that will be performed by Owner or its agents at the Owner's expense.
14. By Others: Work that is outside scope of Work to be performed by Contractor under this Contract, which will be performed by Owner, other contractors, or other means.
15. Change Order: A written instrument prepared by Owner and signed by Owner and Contractor, stating their agreement upon all of the following:
    (a) a change in the Work;
    (b) the amount of the adjustment in the Contract Sum, if any; and
    (c) the amount of the adjustment in the Contract Time, if any.
16. City: The City in which the Project is located.
17. Code Inspector: A local or state agency responsible for the enforcement of applicable codes and regulations.
18. Commencement Date: The date on which Contract Time commences, as provided in the Agreement or General Conditions.
19. Concealed: Work not exposed to view in the finished Work, including within or behind various construction elements.
20. Construction Change Directive (**CD**): A written order prepared and signed by Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both.
21. Contract Amount: a change order price, line item price, Contract Sum, or other price assigned to a scope of work.
22. Contract Conditions or Conditions of the Contract: Consists of two parts: General Conditions and Supplementary Conditions.
    (a) General Conditions are general clauses that are common to the Owner Contracts, including Document 00 7200 (General Conditions).
    (b) Supplementary Conditions modify or supplement General Conditions to meet specific requirements for Contract Documents, including Documents 00 7300, *et seq.* (Supplementary Conditions).
23. Contract Documents and Contract: Contract Documents and Contract shall consist of the documents identified as the Contract Documents in Document 00 5200 (Agreement), plus all changes, Addenda, and modifications thereto.
24. Contract Modification: Either:
    (a) a written amendment to Contract signed by Contractor and Owner; or
    (b) a Change Order; or
    (c) a Construction Change Directive; or
    (d) a written directive for a minor change in the Work issued by Owner.

25. Contract Sum: The sum stated in the Agreement and, including authorized adjustments, the total amount payable by Owner to Contractor for performance of the Work and the Contract Documents. The Contract Sum is also sometimes referred to as the Contract Price or the Contract Amount.
26. Contract Time: The number or numbers of Days or the dates stated in the Agreement to achieve Substantial Completion of the Work or designated Milestones; and/or to achieve Final Completion of the Work so that it is ready for final payment and is accepted.
27. Contractor: The person or entity identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number and neutral in gender. The term "Contractor" means the Contractor or its authorized representative.
28. Contractor's Employees: Persons engaged in execution of Work under Contract as direct employees of Contractor, as Subcontractors, or as employees of Subcontractors.
29. County: The County in which the Project is located.
30. Day: One calendar day of 24 hours measured from midnight to the next midnight, unless the word "day" is specifically modified to the contrary.
31. Defective: An adjective which, when modifying the word "Work," refers to Work that is unsatisfactory or unsuited for the use intended, faulty, or deficient, that does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents (including, without limitation, approval of Samples and "or equal" items), or has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by Owner). Unapproved substitutions are defective. Owner is the judge of whether Work is Defective.
32. Drawings: The graphic and pictorial portions of Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.
33. DSA: Division of State Architect, or successor agency.
34. Equal: Equal in opinion of Owner. Burden of proof of equality is responsibility of Contractor.
35. Final Acceptance or Final Completion: Owner's acceptance of the Work as satisfactorily completed in accordance with Contract Documents. Requirements for Final Acceptance/Final Completion include, but are not limited to:
    (a) Final cleaning is completed.
    (b) All systems having been tested and accepted as having met requirements of Contract Documents.
    (c) All required instructions and training sessions having been given by Contractor.
    (d) All Project Record Documents having been submitted by Contractor, reviewed by Owner, and accepted by Owner.
    (e) All punch list Work, as directed by Owner, having been completed by Contractor.
    (f) Generally all Work, except Contractor maintenance after Final Acceptance/Final Completion, having been completed to satisfaction of Owner.
36. Force Account: Work directed to be performed without prior agreement as to lump sum or unit price cost thereof, and which is to be billed at cost for labor, materials, equipment, taxes, and other costs, plus a specified percentage for overhead and profit.
37. Exposed: Work exposed to view in the finished Work, including behind louvers, grilles, registers and various other construction elements.
38. Furnish: Supply only, do not install.
39. GMP: Guaranteed Maximum Price.
40. Indicated: Shown or noted on the Drawings.
41. Install: Install or apply only, do not furnish.
42. Latent: Not apparent by reasonable inspection including, without limitation, the inspections and research required as a condition to bidding under Document 00 7200 (General Conditions).
43. Law: Unless otherwise limited, all applicable laws including without limitation all federal, state, and local laws, statutes, standards, rules, regulations, ordinances, and judicial and administrative decisions.

44. Material: This word shall be construed to embrace machinery, manufactured articles, materials of construction (fabricated or otherwise), and any other classes of material to be furnished in connection with Contract, except where a more limited meaning is indicated by context.
45. Milestone: A principal event specified in Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all Work.
46. Modification: Same as Contract Modification.
47. Not in Contract or **NIC**: Work that is outside the scope of Work to be performed by Contractor under Contract Documents.
48. Notice of Completion: Shall have the meaning provided in California Civil Code Section 9202, and any successor statute.
49. Off Site: Outside geographical location of the Project.
50. Owner: Owner is defined in Document 00 5200 (Agreement).
51. Owner-Furnished, Contractor Installed: Items furnished by Owner at its cost for installation by Contractor at its cost under Contract Documents.
52. Owner's Representative(s): See Document 00 5200 (Agreement).
53. Partial Utilization: Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all of the Work.
54. PCBs: Polychlorinated biphenyls.
55. Phase: A specified portion of the Work (if any) specifically identified as a Phase in Document 00 5200 (Agreement) or Section 01 1100 (Summary).
56. Product Data: That information (brochures, catalog sheets, manufacturer's cut sheets, etc.) supplied by vendors having technical and commercial characteristics of the supplied equipment or materials and accompanying commercial terms such as warranties, instructions, and manuals.
57. Progress Report: A periodic report submitted by Contractor to Owner with progress payment invoices accompanying progress schedule. See Document 00 7200 (General Conditions).
58. Project: Total construction of which Work performed under Contract Documents may be whole or part.
59. Project Inspector: The individual who has been duly approved by DSA and hired by Owner to provide continuous inspection of all Project Work.
60. Project Manual: Project Manual consists of Bidding Requirements, Agreement, Bonds, Certificates, Contract Conditions, Drawings, and Specifications.
61. Project Record Documents: All Project deliverables required under the Contract Documents, including without limitation, as built drawings; Installation, Operation, and Maintenance Manuals; and Machine Inventory Sheets.
62. Proposal: A Bid.
63. Provide: Furnish and install.
64. Request for Information (**RFI**): A document prepared by Contractor requesting information regarding the Project or Contract Documents. The RFI system is also a means for Owner to submit Contract Document clarifications or supplements to Contractor.
65. Request for Proposals (**RFP**): A document issued by Owner to Contractor whereby Owner may initiate changes in the Work or Contract Time as provided in Contract Documents.
66. Request for Substitution (**RFS**): A document prepared by Contractor requesting substitution of materials as permitted and to the extent permitted in Contract Documents.
67. RFI-Reply: A document consisting of supplementary details, instructions, or information issued by Owner that clarifies or supplements Contract Documents, and with which Contractor shall comply. RFI-Replies do not constitute changes in Contract Sum or Contract Time except as otherwise agreed in writing by Owner. RFI-Replies will be issued through the RFI administrative system.

68. Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
69. Shop Drawings: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
70. Shown: As indicated on Drawings.
71. Site: The particular geographical location of Work performed pursuant to the Contract Documents.
72. Specifications: The written portion of the Contract Documents consisting of requirements for materials, equipment, construction systems, standards, and workmanship for the Work; performance of related services.
73. Specified: As written in Specifications.
74. Subcontractor: A person or entity that has a direct contract with Contractor to perform a portion of the Work at the Site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and neutral in gender and means a Subcontractor or an authorized representative of the Subcontractor. The term Subcontractor does not include a separate contractor or subcontractors of a separate contractor.
75. Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of Owner as evidenced by a notice or certificate of Substantial Completion, the Work is sufficiently complete, in accordance with Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended, and unperformed or incomplete work elements are minor in nature; or if no such certificate is issued, when the Work (or specified part) is complete and ready for final payment as evidenced by written recommendation of Owner for final payment. The terms **"Substantially Complete"** and **"Substantially Completed"** as applied to all or part of the Work refer to Substantial Completion thereof.
76. Supplemental Instruction: A written directive from Owner to Contractor ordering alterations or Modifications that do not result in change in Contract Sum or Contract Time, and do not substantially change Drawings or Specifications.
77. Technical Specifications: Specification Sections included within Division 02 and above.
78. Testing and Special Inspection Agency: An independent entity engaged to inspect and/or test the workmanship, materials, or manner of construction of buildings or portions of buildings, to determine if such construction complies with the Contract Documents and applicable codes.
79. TIE: Time Impact Evaluation; see Section 01 2600 (Modification Procedures). May also be referred to as Time Impact Analysis (**TIA**).
80. Title 24: California Code of Regulations, Title 24, Part 1 California Building Standards Administrative Code.
81. Underground Facilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities that have been installed underground to furnish any of the following services or materials: electricity, gases, chemicals, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, or water.
82. Unit Price Work: Shall be the portions of the Work for which a unit price is provided in Document 00 5200 (Agreement) or Section 01 1100 (Summary of Work).
83. Work: The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents within the Contract Time. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents including everything shown in the Drawings and set forth in the Specifications. Wherever the word "work" is used, rather than the word "Work," it shall be understood to have its ordinary and customary meaning.

B. Other Defined Terms

The following terms are not necessarily identified with initial caps; however they shall have the meaning set forth below:

1. Wherever words “as directed,” “as required,” “as permitted,” or words of like effect are used, it shall be understood that direction, requirements, or permission of Owner is intended. Words “sufficient,” “necessary,” “proper,” and the like shall mean sufficient, necessary, or proper in judgment of Owner. Words “approved,” “acceptable,” “satisfactory,” “favorably reviewed,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to, or favorably reviewed by Owner.
2. Wherever the word “may” or “ought” is used, the action to which it refers is discretionary. Wherever the word “shall” or “will” is used, the action to which it refers is mandatory.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 5000

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 Summary

A. Section Includes:

1. Temporary Electricity.
2. Temporary Communications.
3. Temporary Water.
4. Fences.
5. Protection of Public and Private Property.
6. Temporary Sanitary Facilities.
7. Temporary Barriers and Enclosures.
8. Water Control.
9. Pollution Control.
10. Construction Aids.
11. Erosion Control.
12. Noise Control.
13. Traffic Control.
14. Removal of Temporary Facilities and Controls.

1.02 Temporary Electricity

A. Contractor shall provide, maintain and pay for electrical power at the Site for construction purposes and for Contractor's and Construction Manager's trailers and any other site offices or trailers required by the Owner in the Contract Documents to be provided by Contractor. Power may be obtained from Owner, but Contractor must provide all necessary wiring and appurtenances for connection to Owner's system and Contractor must coordinate with PG&E to install electricity meters to monitor and pay for Contractor's power usage.

1.03 Temporary Communications

A. Contractor shall provide, maintain and pay for all applicable communications and data services (including without limitation telephone, facsimile, e-mail and internet) to field office commencing at time of Project mobilization, including all installation and connection charges. In addition, the Contractor shall provide, maintain and pay for a high speed internet service (such as cable or DSL) at the Site for both Contractor and Construction Manager's trailers.

1.04 Temporary Water

A. Contractor shall provide, maintain and pay for all suitable quality water service required for construction operations.

B. All water required for and in connection with the Work, including without limitation for dust control, shall be furnished by and at the expense of Contractor. Contractor shall be allowed to utilize water from the Owner for domestic uses. Water shall not be provided for dust control or street cleaning. However, Owner does not guarantee availability of this water. There will be no charge to Contractor for water used. Contractor shall furnish all necessary pipes, hoses, nozzles, meters, and tools and perform all necessary labor to use Owner's water. Waste of water will not be permitted. Special hydrant wrenches shall be used for opening and closing fire hydrants; in no case shall pipe wrenches be used for this purpose.

1.05 Fences

A. All existing fences affected by the Work shall be maintained by Contractor until Final Completion. Fences which interfere with construction operations shall not be relocated or dismantled until

Owner gives written permission to do so, and the period the fence may be left relocated or dismantled has been agreed upon. Where fences must be maintained across the construction easement, adequate gates shall be installed. Gates shall be kept closed and locked at all times when not in use.

B. On completion of the Work across any tract of land, Contractor shall restore all fences to their original or to a better condition and to their original locations.

1.06 Protection of Public and Private Property

A. Contractor shall protect, shore, brace, support, and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by its construction operations. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures affected by construction operations, together with all sod and shrubs in yards, parkways, and medians, shall be restored to their original condition, whether within or outside the easement. All replacements shall be made with new materials.

B. Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, and other public or private property, regardless of location or character, which may be caused by transporting equipment, materials, or workers to or from the Work, Site or any part thereof, whether by Contractor or Subcontractors. Contractor shall make satisfactory and acceptable arrangements with the Owner, or the agency or authority having jurisdiction over the damaged property, concerning its repair or replacement or payment of costs incurred in connection with the damage.

C. All fire hydrants and water control valves shall be kept free from obstruction and available for use at all times.

1.07 Temporary Sanitary Facilities

A. Contractor shall provide and maintain required temporary buildings with sanitary toilets for use of all workers. At a minimum, sanitary facilities shall be located at trailer site, staging area, and adjacent to work area.

B. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be furnished for each 20 persons. Contractor shall enforce the use of such sanitary facilities by all personnel at the Site.

C. Contractor shall comply with all minimum requirements of the Health Department or other public agency having jurisdiction; maintain sanitary facilities in a sanitary condition at all times.

D. Contractor shall provide temporary sanitary facilities for Campus and Staff during utility interruptions.

E. Contractor shall keep sanitary facilities free from graffiti.

1.08 Temporary Barriers and Enclosures

A. Provide barriers to prevent unauthorized entry to construction areas to allow for Owner's use of Site, and to protect existing facilities and adjacent properties from damage from construction operations.

B. Provide barricades required by governing authorities for public access to existing buildings.

C. Protect vehicular traffic, stored materials, Site, and structures from damage.

1.09 Water Controls

A. Grade Site to drain.

B. Maintain excavations free of water.

C. Protect Site from puddling or running water.

D. Provide water barriers as required to protect Site from soil erosion.

E. Provide for drainage of storm water and such water as may be applied or discharged on the Site in performance of the Work. Drainage facilities shall be adequate to prevent damage to the Work, the Site, and adjacent property.

F. Clean, enlarge and/or supplement existing drainage channels and conduit as necessary to carry all increased runoff attributable to Contractor's operations. Provide sediment tanks and other features to avoid increased runoff, to protect Owner's facilities and the Work, and to direct water to drainage channels or conduits. Provide ponding as necessary to prevent downstream flooding.

1.10 Pollution Control

A. Contractor shall comply fully with the most current version of the State Water Resources Construction General Permit in addition to any other local agency requirements.

B. Contractor shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris, and other substances resulting from construction activities. No sanitary wastes shall be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris, or other substance shall be permitted to enter sanitary sewers without authorization of the receiving sanitary sewer service, and all possible Best Management Practices (**BMPs**) shall be taken to prevent such materials from entering any drain to watercourse. Rate of discharge for storm water may not be increased by the Project during or following construction.

C. In the event that dewatering of excavations is required, Contractor shall obtain the necessary approval and permits for discharge of the dewatering effluent from the local jurisdiction. Contractor shall be responsible for assuring that water quality of such discharge meets the appropriate permit requirements prior to any discharge.

1.11 Construction Aids

A. Contractor shall furnish, install, maintain, and operate all construction aids required by it and its Subcontractors in the performance of the Work, except as otherwise provided herein. Such construction aids shall include elevators and hoists, cranes, temporary enclosures, swing staging, scaffolding and temporary stairs. Construction aids shall be furnished without charge to the Subcontractors, and all necessary erection, maintenance, and operating personnel shall be included. In the event of conflict, the contractor furnishing the equipment shall determine priorities in the best interest of the Project.

1.12 Erosion Control

A. Contractor shall prevent soil erosion on the Site and adjacent property resulting from its construction activities to the maximum extent practical, including implementation of Best Management practices. Effective measures shall be initiated prior to the commencement of clearing, grading, excavation, or other operations that will disturb the natural protection.

B. Work shall be scheduled to expose areas subject to erosion for the shortest possible time, and natural vegetation shall be preserved to the greatest extent practicable. Temporary storage and construction buildings shall be located, and construction traffic routed, to minimize erosion. Temporary fast-growing vegetation or other suitable ground cover shall be provided as necessary to control runoff.

1.13 Noise Control

A. When required by OSHA Standards, construction workers shall be provided with ear protection to operate equipment.

B. Contractor shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound-muffling devices, and operated in a manner to cause the least noise consistent with efficient performance of the Work. During construction activities on or adjacent to occupied buildings, and when appropriate, Contractor shall erect screens or barriers effective in reducing noise in the building and shall conduct its

operations to avoid unnecessary noise which might interfere with the activities of building occupants.

C. Ensure and provide certification to Owner that all construction equipment and vehicles used for the Work are:

1. Maintained in good mechanical condition
2. Equipped with properly installed engine mufflers

1.14 Traffic Control

A. All traffic control shall comply with the requirements of the City issued Encroachment Permit.

1.15 Removal of Temporary Facilities and Controls

A. Remove temporary utilities, equipment, facilities, and materials prior to final inspection.

B. Remove underground installations.

C. Clean and repair damage caused by installation or use of temporary work.

D. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 5600

SITE SECURITY AND SAFETY

PART 1 GENERAL

1.01 Submittals

A. See Section 01 3300 (Submittals).

B. Site Security.

C. Safety Program.

1.02 Overview.

A. Failure to comply with the requirements of this Section will be considered grounds for Owner or its designated representatives to issue an order suspending Work or terminate the Contract for cause.

B. Owner or its designated representatives may also perform safety inspections and may issue a written notice ordering Contractor to correct an unsafe act or condition. If Contractor fails to correct the unsafe act or condition within the requested time frame, Owner or its representative may have the condition corrected and bill Contractor for the costs associated with the correction.

1.03 Protection

A. Contractor shall continuously maintain protection as necessary to protect the Work, as a whole and in part, and adjacent property and improvements from accidents, injuries or damage.

B. Properly protect the Work:

1. With lights, guard rails, temporary covers and barricades.
2. Enclose excavations with proper barricades.
3. Brace and secure all parts of the Work against storm and accident.
4. Provide such additional forms of protection that may be necessary under existing circumstances.

C. Contractor shall provide and maintain in good condition all protective measures required to adequately protect the public from hazards resulting from the Work and to exclude unauthorized persons from the Work. When regulated by Building Code, Cal OSHA, or other authority, such legal requirements for protection shall be considered as minimum requirements. Be responsible for the protection in excess of such minimum requirements as required.

1.04 Control of Site

A. Contractor shall ensure that no alcohol, firearms, weapons, or controlled substance enters or is used at the Site. Contractor shall immediately remove from the Site and terminate the employment of any employee found in violation of this provision.

1.05 Site Security

A. As part of the Work included within the Contract Price, Contractor shall take and be fully responsible for all reasonably required measures to protect and maintain the security of persons, existing facilities and property at the Site, including without limitation preventing theft, loss, vandalism and improper concealment of personal property of the Owner and all persons lawfully present on the Site, and including times where workers are not present on the Site. Contractor's measures shall include, at a minimum, maintaining a log of all persons entering and leaving the Site and who they represent, what they are delivering and to whom.

B. No claim shall be made against Owner by reason of any act of an employee or trespasser, and Contractor shall repair all damage to Owner's property resulting from Contractor's failure to provide adequate security measures.

C. Contractor shall supply additional security fencing, barricades, lighting, and other security measures as required to protect and control the Site.

1.06 Safety Program

A. Within 5 days after Notice to Proceed, Contractor shall submit a Safety Program that has been reviewed and approved by an Industrial Hygienist certified by the American Board of Industrial Hygiene or a Certified Safety Professional. The Safety Program shall include the name, certification number, and certification seal of the Industrial Hygienist or Certified Safety Professional. Comply with the Safety Program and all applicable federal, state, and local regulation codes, rules, law and ordinances.

B. Receipt and/or review of the Safety Program by Owner, Engineer or Owner's representative shall not relieve Contractor of any responsibility for complying with all applicable safety regulations.

C. It is essential that Contractor and each Subcontractor implement an effective and vigorous Safety and Health Program to cover their respective portions of the Work. Subject to Contractor's overall responsibility for Project safety, it shall be understood that the full responsibility for providing a safe place to work with respect to their respective portions of the Work rests with Contractor and each individual Subcontractor.

D. Safety Program components:

1. Injury and Illness Prevention Program (**IIPP**): Conforming to the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 3203), and the California Labor Code (Section 6401.7).
2. Site-Specific Safety and Health Plan (**SSHP**): Describing health and safety procedures that shall be implemented during the Work in order to ensure safety of the public and those performing the Work. Follow the guidelines for a SSHP listed in CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5192, Item (b)(4) f.
3. Confined Space Program: The Site contains permit- and non-permit-confined spaces. Owner will provide Contractor with any available information regarding permit space hazards, entry operations, and safety information relating to work in the permit spaces as set forth in the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5157). Permit space entry is allowed only through compliance with a permit space program meeting the requirements of Section 5157 of the General Industrial Safety Orders. During entry operations, or at the conclusion of entry operations, verbally notify Engineer of the permit space program followed and of any hazards confronted or created in permit spaces during entry operations.

E. The wearing of hard hats shall be mandatory at all times for personnel on Site. Supply sufficient hard hats to equip properly all employees and visitors.

F. Whenever an exposure exists, appropriate personal protective equipment (**PPE**) shall be used by all affected personnel. Supply PPE to all personnel under Contractor's direction.

1.07 Safety Requirements

A. Standards. Contractor shall maintain the Project in accordance with state and local safety and insurance standards.

B. Hazards Control. Contractor shall:

1. Store volatile wastes in covered metal containers and remove from premises daily.
2. Prevent accumulation of wastes that create hazardous conditions.
3. Provide adequate ventilation during use of volatile or noxious substances.

C. Contractor shall conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws. Contractor shall not:

1. Burn or bury rubbish or waste material on the Site.
2. Dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.

3. Dispose of wastes into streams or waterways.

D. Contractor shall provide accident information on the forms provided by Contractor. This information shall be provided on the same day as the occurrence of the applicable incident.

1.08 Site Safety Officer

A. Contractor shall designate one of Contractor's staff as "Site Safety Officer" whose duties shall include the responsibility for enforcing the environmental protection provisions of the Contract Documents including safety and health, the requirements of the Occupational Safety and Health Act, and other applicable federal, state and local standards. Submit for review by Owner Contractor's intended traffic flow plan, security plan, program for temporary structures, housecleaning plan, demolition program, and environmental safety and health plan. After review by Owner, the implementation and enforcement of these plans shall become the responsibility of the Site Safety Officer. Any changes in the plans shall be requested by Contractor through the Site Safety Officer for written concurrence by Owner.

B. Owner's risk management representative(s) shall be allowed access to accident/injury and illness reports, inspection reports, scheduling and construction meetings, and safety meetings.

1.09 Additional Safety Controls

A. According to industry practices, it is the responsibility of Contractor and Subcontractors of every tier to exercise reasonable care to prevent work-related injuries, property and equipment damage at the Project site, as well as minimize risk to the public and third-party property. Contractor and all Subcontractors shall undertake loss control prevention practices according to those requirements set by federal, state and city laws, statutes and specific project procedures developed for this Project.

B. Should Owner elect to proceed with an Owner Controlled Insurance Program (**OCIP**), in the event of an accident it will be the responsibility of Contractor and Subcontractors of every tier to see that injured workers or members of the public are given immediate medical treatment and that all appropriate medical and claim forms are filed with the appropriate State Authorities and in accordance with the claim procedures developed for this project by OCIP Administrator.

C. Should Owner elect to proceed with an OCIP, failure of a Contractor or Subcontractor to submit Safety documents to the OCIP Administrator will result in the Assessment of liquidated damages against the Contractor in the amount specified in the OCIP.

D. Regardless of the insurance program chosen by the Owner, Contractor and Subcontractors of every tier will be expected to comply with the following safety and loss control requirements:

1. All Subcontractors of any tier shall identify their contact person(s) to Contractor.
2. Contractor and all Subcontractors of any tier Owner procedures regarding dealing with the media.
3. Hard hats will be mandatory as per CAL OSHA Construction Safety orders.
4. All construction employees will be required to be attired in workpants, shirt and appropriate boots or closed toe shoes.
5. No Alcohol will be allowed construction sites at any time.
6. Smoking Policy: Owner's policy is to provide a safe learning and working environment for both students and employees. It is recognized that smoke from cigarettes, pipes and/or cigars is hazardous to health; therefore, it is Owner's intent to provide a smoke-free environment to the greatest extent possible. To achieve this goal, Owner limits smoking on its property to outdoor areas only, at a minimum of 20 feet away from any doorway, entrance to an indoor facility, or fresh air intake vent. Smoking is prohibited in all of Owner's indoor facilities. The sale or distribution of cigarettes or other smoking material is also prohibited.
   (a) Contractor shall develop and enforce a smoking policy within work site area(s) that is in alignment with Owner's smoking policy. Contractor shall prohibit smoking in existing buildings that are under renovation. Contractor shall prohibit

smoking in new buildings under construction no later than when the roof and exterior walls have been installed.

E. Controlling access to the construction site is a very high priority, and Contractor and Subcontractors of every tier must take whatever preventative measure, such as barriers, fencing, etc., as are outlined in Contract Specifications.

F. Contractor and Subcontractors of every tier must respond to any Owner complaints about objectionable levels of dust or noise and must provide appropriate abatement as quickly as possible.

G. Construction personnel may not enter Owner's grounds other than the construction site unless accompanied by Owner personnel, and they are allowed only 'incidental' contact with students. Violations of these requirements by any construction employee will result in a mandatory background check of that employee – including fingerprinting – as required by California law.

H. Fall protection is mandatory on all projects in accordance with CAL OSHA, OSHA and any other appropriate code.

I. A site specific Injury and Illness Prevention Program shall be available on site with Contractor. Contractor and Subcontractors of every tier shall abide by this program.

J. Personal radios, headsets, I-Pods and CD players are not allowed on the job site.

K. Contractor and Subcontractors of every tier must attend the pre-construction safety meeting.

L. No sexual reference or preference shall be permitted on any piece of clothing or the hardhat. Any construction employee observed disregarding this policy shall be removed from the job site until further notice.

M. All construction employees shall park in their designated parking area. Any sticker attached to the employees' vehicle that displays any form of sexual preference or reference shall be removed prior to parking at the site. Each employee will provide their license plate number to Contractor. Any employee disregarding this policy shall be removed from the site until further notice.

N. Contractor and Subcontractors of every tier shall control employee break time activities to assure cleanup of all soda cans, food wrappers, plastic bottles, and food containers, from break areas. All break areas shall be cleaned immediately after the break and all waste placed in trash receptacles. No glass containers are permitted on the site.

O. Theft or willful damage to any property of the Owner, faculty, student, or other contractors will be prosecuted fully.

P. No guns, switchblades, or knives with blades greater than two inches shall be allowed on the job site. Any employee disregarding this policy shall be removed from the site until further notice.

Q. The Prime Contractor shall assume overall responsibility for project safety compliance.

R. Contractor and all Subcontractors shall advise those non-English speaking employees in their native language either in a written format or via an interpreter of these policies.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 6000

PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 Section includes

A. Products.

B. Product Options and Substitutions.

C. Product Delivery Requirements.

D. Shipping Requirements.

E. Product Storage and Handling Requirements.

1.02 Products

A. Products: Term includes new material, machinery, components, equipment, fixtures, and systems forming the Work. Term does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.

B. Contractor shall not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.

C. For similar components, Contractor shall provide interchangeable components of the same manufacturer.

D. Tabulate products by Specification Section number and title.

E. For products specified only by reference standards, list each such product:

1. Name and address of manufacturer.
2. Trade name.
3. Model or catalog designation.
4. Manufacturer's data:
   (a) Reference standards.
   (b) Performance test data.

1.03 Product Options and Substitutions

A. Summary. This Paragraph 1.03 describes procedures for selecting products and requesting substitutions of unlisted materials in lieu of materials named in the Specifications or approved for use in Addenda that were not already the subject of a Document 00 6325 (Substitution Request Form) submittal as provided in Document 00 2113 (Instructions to Bidders). Time periods provided in Document 00 2113 are mandatory.

B. All substitution requests must be made by using Document 00 6325 (Substitution Request Form), regardless of when requested.

C. Contractor's Options.

1. For products specified only by reference standard: Select any product meeting that standard.
2. For products specified by naming one or more products or manufacturers:
   (a) Select products of any named manufacturer meeting specifications.
   (b) If product becomes unavailable due to no fault of Contractor, submit Request for Substitution (**RFS**), including all information contained in this Section 01 6000 (Product Requirements) and a fully executed Document 00 6325 (Substitution Request Form), but using the term "Contractor" each place the term "Bidder" or "Proposer" appears in that form.

D. Substitutions.

1. Except as provided in Document 00 2113 (Instructions to Bidders) with respect to “or equal” items, Owner will consider Contractor’s substitution requests only when product becomes unavailable due to no fault of Contractor, or if the product specified no longer complies with local regulations or laws.
2. Catalog numbers and specific brands or trade names followed by the designation “or approved equal” are used in conjunction with material and equipment required by the Specifications to establish the standard of quality, utility, and appearance required. Substitutions which are equal in quality, utility, and appearance to those specified may be accepted subject to the following provisions.
   (a) Failure of Contractor to submit proposed substitutions for approval in the manner described above and within the time prescribed shall be sufficient cause for disapproval by Owner or the Architect of any substitutions otherwise proposed.
   (b) Such acceptance shall not relieve Contractor from complying with the requirements of the Drawings and Specifications.
   (c) Wherever more than one manufacturer’s product is specified, the first-named product is the basis for the project design and the use of alternative named manufacturer’s products or substitutes may require modifications in the project design and construction. If such alternatives are proposed by Contractor and are favorably reviewed by Architect, Contractor shall be responsible for all costs of any changes resulting from Contractor’s proposed substitutions which affect other parts of the Work, including the cost of Architect’s additional services, testing, permits, etc. thereby made necessary.
   (d) If a request for substitution occurs after the period specified in Document 00 2113, the substitution may be reviewed at the sole discretion of Owner and Architect, and the costs of such review, as approved by Owner, shall be borne by Contractor and will be deducted from the Contract Sum.
   (e) Requests for review of proposed substitute items will not be accepted from anyone other than Contractor. The RFS shall state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Contractor’s achievement of Substantial Completion on time, and whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for work on the Project).
3. Contractor shall submit separate RFS and Document 00 6325 (five copies each) for each product and support each request with:
   (a) Product identification.
   (b) Manufacturer’s literature.
   (c) Samples, as applicable.
   (d) Name and address of similar projects on which product has been used, and dates of installation.
   (e) Name, address, and telephone number of manufacturer’s representative or sales engineer.
   (f) For construction methods: Detailed description of proposed method; drawings illustrating methods.
4. Where required, Contractor shall itemize a comparison of the proposed substitution with product specified and list significant variations including, but not limited to dimensions, weights, service requirements, and functional differences. If variation from product specified is not pointed out in submittal, variation will be rejected even though submittal was favorably reviewed. Identify all variations of the proposed substitute from that specified in the RFS and indicate available maintenance, repair, and replacement service.
5. Contractor shall state whether the substitute will require a change in any of the Contract Documents (or provisions of any other direct contract with Owner for work on the Project) to adapt the design of the proposed substitute, and whether or not incorporation or use of

the substitute in connection with Work is subject to payment of any license fee or royalty. Submit data relating to changes in construction schedule.

6. Contractor shall include accurate cost data comparing proposed substitution with product and amount of net change in Contract Sum including, but not limited to, an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by Owner in evaluating the proposed substitute. Owner may require Contractor to furnish additional data about the proposed substitute.
7. Owner will not consider substitutions for acceptance (or, in Owner's sole discretion, Owner may make Contractor solely responsible for all resulting costs, expenses and other consequences) when a substitution:
   (a) Results in delay meeting construction Milestones or completion dates.
   (b) Is indicated or implied on submittals without formal request from Contractor.
   (c) Is requested directly by Subcontractor or supplier.
   (d) Acceptance will require substantial revision of Contract Documents.
   (e) Disrupts Contractor's job rhythm or ability to perform efficiently.
8. Substitute products shall not be ordered without written acceptance of Owner.
9. Owner will determine acceptability of proposed substitutions and reserve right to reject proposals due to insufficient information.
10. Accepted substitutions will be evidenced by a Change Order. All Contract Documents requirements apply to Work involving substitutions.

E. Contractor's Representation and Warranty.

1. Contractor's RFS constitute a representation and warranty that Contractor.
   (a) Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
   (b) Will provide the same warranty for substitution as for specified product.
   (c) Will coordinate installation and make other changes that may be required for Work to be complete in all respects.
   (d) Waives claims for additional costs which may subsequently become apparent.
   (e) Will compensate Owner for additional redesign costs associated with substitution.
   (f) Will be responsible for Construction Schedule slippage due to substitution.
   (g) Will be responsible for Construction Schedule delay due to late ordering of available specified products caused by requests for substitution that are subsequently rejected by Owner.
   (h) Will compensate Owner for all costs; including extra costs of performing Work under Contract Documents, extra cost to other contractors, and any claims brought against Owner, caused by late requests for substitutions or late ordering of products.

F. Owner's Duties. Owner will:

1. Review Contractor's RFS with reasonable promptness.
2. Notify Contractor in writing of decision to accept or reject requested substitution.

G. Administrative Requirements.

1. Specified products, materials, or systems for Project may include architectural or engineering or on-file standards required by the regulatory agency. Contractor's substitution of products, materials or systems may require additional architectural or engineering, testing, reviews, approvals, assurances, or other information for compliance with regulatory agency requirements or both. Contractor shall provide all agency approvals or other additional information required and pay additional costs for required Owner services made necessary by the substitution at no increase in Contract Sum or Contract Time, and as a part of substitution proposal.

1.04 Product Delivery Requirements

A. Contractor shall:

1. Deliver products in accordance with manufacturer's instructions.
2. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

B. Preparation for Shipment. All equipment shall be suitably packaged to facilitate handling and to protect against damage during transit and storage. All equipment shall be boxed, crated, or otherwise completely enclosed and protected during shipment, handling, and storage. All equipment shall be protected from exposure to the elements and shall be kept dry at all times.

1. Painted and coated surfaces shall be protected against impact, abrasion, discoloration, and other damage. Painted and coated surfaces which are damaged prior to acceptance of equipment shall be repainted to the satisfaction of Owner.
2. Grease and lubricating oil shall be applied to all bearings and similar items.

C. Shipping. Before shipping each item of equipment shall be tagged or marked as identified in the delivery schedule or on the Shop Drawings. Complete packing lists and bills of material shall be included with each shipment.

1.05 Product Storage and Handling Requirements

A. Contractor shall:

1. Store products only in staging area per provisions of Section 01 1100 (Summary of Work).
2. Handle, store, and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible.
3. Store sensitive products in weather-tight, climate-controlled enclosures.
4. For exterior storage of fabricated products, place on appropriate supports, above ground.

B. Contractor shall also:

1. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
2. Store loose granular materials on solid flat surfaces in a well-drained area.
3. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
4. Arrange storage of products to permit access for inspection.
5. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

C. Without limiting the foregoing:

1. Contractor shall bear the responsibility for delivery of equipment, spare parts, special tools, and materials to the Site and shall comply with the requirements specified herein and provide required information concerning the shipment and delivery of the materials specified in Contract Documents. These requirements also apply to any sub-suppliers making direct shipments to the Site. Acceptance of the equipment shall be made only after it is installed, tested, placed in operation and found to comply with all the specified requirements.
2. All items shall be checked against packing lists immediately on delivery to the Site for damage and for shortages. Damage and shortages shall be remedied with the minimum of delay.
3. No metalwork (miscellaneous steel shapes and reinforcing steel) shall be stored directly on the ground. Masonry products shall be handled and stored in a manner to hold breakage, chipping, cracking, and spalling to a minimum. Cement, lime, and similar products shall be stored off the ground on pallets and shall be covered and kept completely dry at all times. Pipe fittings and valves may be stored out of doors, but must

be placed on wooden blocking. PVC pipe, geomembranes, plastic liner, and other plastic materials shall be stored off the ground on pallets and protected from direct sunlight.

4. Electrical equipment, and all equipment with antifriction or sleeve bearings shall be stored in weathertight structures maintained at a temperature above 60°F. Electrical equipment, controls, and insulation shall be protected against moisture and water damage. All space heaters furnished in equipment shall be connected and operated continuously.
5. Equipment having moving parts such as gears, bearings, and seals, shall be stored fully lubricated with oil, grease, etc., unless otherwise instructed by the manufacturer. Manufacturer's storage instructions shall be carefully followed by Contractor.
6. When required by the equipment manufacturer, moving parts shall be rotated a minimum of twice a month to ensure proper lubrication and to avoid metal to metal "welding". Upon installation of the equipment, Contractor shall, at the discretion of Owner, start the equipment at one-half load for an adequate period of time to ensure that the equipment does not deteriorate from lack of use.
7. When required by the equipment manufacturer, lubricant shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. New lubricants shall be put into the equipment by Contractor at the time of acceptance.
8. Equipment and materials shall not show any pitting, rust, decay, or other deleterious effects of storage when installed in the Work.
9. In addition to the protection specified for prolonged storage, the packaging of spare units and spare parts shall be for export packing and shall be suitable for long-term storage in a damp location. Each spare item shall be packed separately and shall be completely identified on the outside of the container.

D. Handling. Stored items shall be laid out to facilitate their retrieval for use in the Work. Care shall be taken when removing the equipment for use to ensure the precise piece of equipment is removed and that it is handled in a manner than does not damage the equipment.

PART 2 PRODUCTS - NOT USED.

PART 3 EXECUTION - NOT USED.

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 7400

CLEANING AND WASTE MANAGEMENT

PART 1 GENERAL

1.01 Section Includes:

A. Progress Cleaning.

B. Final Cleaning.

1.02 Progress Cleaning

A. Contractor shall perform periodic daily cleaning to ensure that any streets and other Owner and public properties are maintained free from accumulation of waste materials, dust, mud, and debris.

B. Where required, Contractor shall wet down surfaces to lay dust and prevent the blowing of dust to nearby residences or public properties.

C. Contractor shall keep all streets clean and free of dust, mud, and debris resulting from Contractor's operations. Daily cleanup throughout the job will be necessary as Contractor progresses with Work, but extra attention to cleanup shall be made prior to weekends and holidays. Without limiting the foregoing, Contractor shall remove trench spoil along traveled ways daily; grade and vacuum broom surfaces initially where applicable and later water flush with high-pressure sprays, being careful to avoid downstream contamination.

D. All dust, mud, spoils, and construction debris shall be removed daily from all roadways, ditches, shoulders, and private property (fills or spoils placed on private property at private property owner's written request excepted).

E. Disposal of Materials:

1. As part of the scope of Work included within the Contract Sum, Contractor shall be fully responsible for disposing of all construction debris, dirt and spoils resulting from the Work.
2. All waste materials, debris, dirt and rubbish shall be disposed of at sites to be chosen by Contractor in accordance with applicable local, state, and federal regulations.
3. Contractor is cautioned that County and cities within the County have regulations governing the disposal of rubble, broken pavement, and similar materials.
4. Contractor shall become familiarized with the requirements of the agency having jurisdiction over any contemplated disposal site and shall comply with all such requirements.

F. The Contractor will estimate and report to the Owner, an estimate of quantities (e.g. tonnage) of waste materials disposed of for compliance with AB75. Reporting requirements include: the nature of materials, destination, volume and tonnage.

G. All excess soil from performance of Work shall be disposed at sites to be chosen by Contractor in accordance with applicable local, state, and federal regulations. If Contractor elects to dispose of soil on any private property, prior to any dumping, a letter allowing such dumping shall be obtained from the property owner and presented to Owner. Contractor is advised that the property owner is required to obtain a fill permit from the applicable government agency(ies). In addition, placement of fill in wetland areas is subject to permit procedures of the US Army Corps of Engineers. At the completion of Work, a letter from each affected property owner will be required releasing Contractor**,** County, Owner and any Owner consultant from future liability.

H. If Contractor does not properly clean the Site, in Owner's opinion, then Owner shall have the option of using outside equipment to perform the cleanup and such cost will be withheld from the Contract Sum.

1.03 Final Cleaning

A. Contractor shall execute final cleaning prior to final inspection, using only properly skilled workers.

B. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from exposed interior and exterior finished surfaces.

C. Repair, patch, and touch up marred surfaces to match adjacent finishes.

D. Clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.

E. Clean equipment and fixtures to a sanitary condition, clean or replace filters of mechanical equipment operated during construction, clean ducts, blowers and coils of units operated without filters during construction.

F. Clean Site; mechanically sweep paved areas.

G. Remove waste and surplus materials, rubbish, and construction facilities from Site.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 7700

CONTRACT CLOSEOUT

PART 1 GENERAL

1.01 Summary

A. Section describes requirements and procedures for:

1. Removal of Temporary Construction Facilities
2. Substantial Completion
3. Equipment and Systems
4. Final Completion
5. Final Cleaning
6. Close Out
7. Warranties
8. Release of Claims

1.02 Substantial Completion

A. Removal of Temporary Construction Facilities and Project Cleaning.

1. Prior to Substantial Completion inspection: remove temporary materials, equipment, services, and construction; clean all areas affected by the Work; clean and repair damage caused by installation or use of temporary facilities; restore permanent facilities used during construction to specified condition.

B. Equipment and Systems.

1. Prior to Substantial Completion, Contractor shall start up, run for periods prescribed by Owner, operate, adjust and balance all manufactured equipment and Project systems, including but not limited to, mechanical, electrical, safety, fire, and controls.
2. Demonstrate that such equipment and systems conform to contract standards and manufacturer's guarantees. Where applicable, use testing protocols specified, and if the contract is silent, then consistent with manufacturer's recommendations and industry standards.

C. Procedure for Substantial Completion.

1. When Contractor considers Work or designated portion of the Work as Substantially Complete, submit written notice to Owner, with list of items remaining to be completed or corrected and explanation of why such items do not prevent Owner's beneficial use and occupancy of the Work for its intended purposes. Within reasonable time, Owner will inspect to determine status of completion.
2. Should Owner determine that Work is not Substantially Complete, Owner will promptly notify Contractor in writing, listing all defects and omissions. Contractor shall remedy deficiencies and send a second written notice of Substantial Completion. Owner will reinspect the Work. If deficiencies previously noted are not corrected on reinspection, then pay the cost of the reinspection.
3. When Owner concurs that Work is Substantially Complete, Owner will issue a written notice or certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected as verified by Owner.
4. Manufactured units, equipment and systems that require startup must have been started up and run for periods prescribed by Owner before a Certificate before a notice or certificate of Substantial Completion will be issued.
5. A punch list examination will be performed upon Substantial Completion. One follow-up review of punch list items for each discipline will be provided. If further Site visits are

required to review punch list items due to incompleteness of the Work by Contractor, Contractor will reimburse Owner for costs associated with these visits.

1.03 Final Completion

A. Requirements.

1. Final Completion occurs when Work meets requirements for Owner's Final Acceptance.

B. Procedure.

1. When Contractor considers Work is Finally Complete, submit written certification that:
   (a) Contractor has inspected Work for compliance with Contract Documents, and all requirements for Final Acceptance have been met.
   (b) Except for Contractor maintenance after Final Acceptance, Work has been completed in accordance with Contract Documents and deficiencies listed with Certificate of Substantial Completion have been corrected. Equipment and systems have been tested in the presence of Owner, and are operative.
   (c) Project Record Documents are completed and turned over to Owner as required by Section 01 7839, and Work is complete and ready for final inspection.
2. In addition to submittals required by Contract Documents, provide submittals required by governing authorities and submit final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.
3. Should Owner determine that Work is incomplete or Defective, Owner promptly will so notify Contractor, in writing, listing the incomplete or Defective items. Contractor shall promptly remedy the deficiencies and notify the Owner when it is ready for reinspection.

C. Final Adjustments of Accounts.

1. Contractor shall submit a final statement of accounting to Owner, showing all adjustments to the Contract Sum and complete and execute Document 00 6530 (Agreement and Release of Claims).
2. If so required, Owner shall prepare a final Change Order for submittal to Contractor, showing adjustments to the Contract Sum that were not previously made into a Contract Modification.

D. Warranties.

1. Execute Contractor's Submittals and assemble warranty documents, and Installation, Operation, and Maintenance Manuals, executed or supplied by Subcontractors, suppliers, and manufacturers. Provide table of contents and assemble in 8½ inches by 11 inches three-ring binder with durable plastic cover, appropriately separated and organized. Assemble in Specification Section order.
2. Submit material prior to final Application for Payment. For equipment put into use with Owner's permission during construction, submit within 14 Days after first operation. For items of Work delayed materially beyond Date of Substantial Completion, provide updated Submittal within 14 Days after acceptance, listing date of acceptance as start of warranty period.
   (a) Warranties are intended to protect Owner against failure of Work and against deficient, defective and faulty materials and workmanship, regardless of sources.
   (b) Limitations: Warranties are not intended to cover failures that result from the following:
      (i) Unusual or abnormal phenomena of the elements
      (ii) Vandalism after Substantial Completion
      (iii) Insurrection or acts of aggression including war
   (c) Related Damages and Losses: Remove and replace Work which is damaged as result of defective Work, or which must be removed and replaced to provide access for correction of warranted Work.

(d) Warranty Reinstatement: After correction of warranted Work, reinstate warranty for corrected Work to date of original warranty expiration or to a date not less than one year after corrected Work was done, whichever is later.

(e) Replacement Cost: Replace or restore failing warranted items without regard to anticipated useful service lives.dd

3. Warranty Forms: Submit drafts to Owner for approval prior to execution. Forms shall not detract from or confuse requirements or interpretations of Contract Documents. Warranty shall be countersigned by manufacturers. Where specified, warranty shall be countersigned by Subcontractors and installers.

4. Rejection of Warranties: Owner reserves right to reject unsolicited and coincidental product warranties that detract from or confuse requirements or interpretations of Contract Documents.

5. Term of Warranties: For materials, equipment, systems, and workmanship, warranty period shall be one year minimum from date of Final Completion of entire Work except where:

(a) Detailed Specifications for certain materials, equipment or systems require longer warranty periods.

(b) Materials, equipment or systems are put into beneficial use of Owner prior to Final Completion as agreed to in writing by Owner.

E. Warranty of Title.

1. No material, supplies, or equipment for Work under Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with improvements and appurtenances constructed or placed thereon by Contractor, to Owner free from any claim, liens, security interest, or charges, and further agrees that neither Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by Contract shall have right to lien upon premises or improvement or appurtenances thereon. Nothing contained in this paragraph, however, shall defeat or impair right of persons furnishing materials or labor under bond given by Contractor for their protection or any rights under law permitting persons to look to funds due Contractor in hands of Owner.

1.04 Final Cleaning

A. Contractor shall comply with all applicable requirements in Section 01 7400 (Cleaning).

1.05 Project Record Documents

A. Contractor shall comply with all applicable requirements in Section 01 7839 (Project Record Documents).

1.06 Project Guarantee

A. Requirements for Contractor's guarantee of completed Work are included in Article 9 of Document 00 7200 (General Conditions). Guarantee Work done under Contract against failures, leaks, or breaks or other unsatisfactory conditions due to defective equipment, materials, or workmanship, and perform repair work or replacement required, at Contractor's sole expense, for period of one year from date of Final Acceptance.

B. Neither recordation of Final Acceptance nor final certificate for neither payment nor provision of the Contract or partial or entire use or occupancy of premises by Owner shall constitute acceptance of Work not done in accordance with Contract Documents nor relieve Contractor of liability in respect to express warranties or responsibility for faulty materials or workmanship.

C. Owner may make repairs to defective Work as set forth in Document 00 7200 (General Conditions).

D. If, after installation, operation, or use of materials or equipment to be provided under Contract proves to be unsatisfactory to Owner, Owner shall have right to operate and use materials or equipment until said materials and equipment can, without damage to Owner, be taken out of service for correction or replacement. Period of use of defective materials or equipment pending correction or replacement shall in no way decrease guarantee period required for acceptable corrected or replaced items of materials or equipment.

E. Nothing in this Section shall be construed to limit, relieve, or release Contractor's, Subcontractors', and equipment suppliers' liability to Owner for damages sustained as result of latent defects in equipment caused by negligence of suppliers' agents, employees, or Subcontractors. Stated in another manner, warranty contained in the Contract Documents shall not amount to, nor shall it be deemed to be, waiver by Owner of any rights or remedies (or time limits in which to enforce such rights or remedies) it may have for defective workmanship or defective materials under laws of this State pertaining to acts of negligence.

1.07 Turn-In.

A. Contract Documents will not be closed out and final payment will not be made until all keys issued to Contractor during prosecution of Work and letters from property owners, pursuant to Contract Documents, are turned into Owner.

1.08 Release of Claims.

A. Contract Documents will not be closed out and final payment will not be due or made until Document 00 6530 (Agreement and Release of Claims) is completed and executed by Contractor and Owner.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 7839

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 Summary

A. Section Includes: Administrative and procedural requirements for Project Record Documents.

B. Project Record Documents required include:

1. Marked-up copies of Drawings
2. Marked-up copies of Shop Drawings
3. Newly prepared Drawings
4. Marked-up copies of Specifications, Addenda, Change Orders and Contract Change Directives (**CDs**)
5. Marked-up Product Data submittals
6. Record Samples
7. Field records, such as photographs, for variable and concealed conditions
8. Maintenance forms for major equipment
9. Record information on Work that is recorded only schematically

C. Specific Project Record Documents requirements that expand requirements of this Section are included in the individual Sections of Divisions 02 through 60.

D. General Project closeout requirements are included in Section 01 7700 (Contract Closeout).

E. Maintenance of Documents and Samples:

1. Store Project Record Documents and Samples in the field office apart from Contract Documents used for construction.
2. Do not permit Project Record Documents to be used for construction purposes.
3. Maintain Project Record Documents in good order and in a clean, dry, legible condition.
4. Make Documents and Samples available at all times for inspection by Owner.

F. Dedicate one full size set of the Drawings and one Project Manual for use for recording as-built conditions.

1.02 Project Record Drawings

A. Mark-up Procedure: During the construction period, maintain a set of blueline or blackline prints of Contract Drawings and Shop Drawings for Project Record Documents purposes. Label each document (on first sheet or format page) “PROJECT RECORD” in 2-inch high printed letters. Keep record documents current. Note: A reference by number to a Change Order, CD, RFI, RFQ, RFP, Field Order or other such document is not acceptable as sufficient record information on any record document. Do not permanently conceal any Work until required information has been recorded.

1. Mark these Drawings to indicate the actual installation where the installation varies appreciably from the installation shown originally. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:
   (a) Dimensional changes to the Drawings
   (b) Revisions to details shown on the Drawings
   (c) Depths of various elements of foundation in relation to main floor level or survey datum
   (d) Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements

(e) Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure
(f) Locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stub outs, invert elevations, and similar items
(g) Actual numbering of each electrical circuit
(h) Field changes of dimension and detail
(i) Revisions to routing of piping and conduits
(j) Revisions to electrical circuitry
(k) Actual equipment locations
(l) Duct size and routing
(m) Changes made by Change Order or CD
(n) Details not on original Contract Drawings

2. Mark completely and accurately Project Record Drawing prints of Contract Drawings or Shop Drawings, whichever is the most capable of showing actual physical conditions. Where Shop Drawings are marked, show cross-reference on Contract Drawings location.
3. Mark Project Record Drawing sets with red, erasable colored pencil; use other colors to distinguish between changes for different categories of the Work at the same location.
4. Mark important additional information that was either shown schematically or omitted from original Drawings.
5. Note CD numbers; alternate numbers, Change Order numbers, and similar identification.
6. Responsibility for Mark-up: Where feasible, the individual or entity who obtained Project Record Drawing data, whether the individual or entity is the installer, Subcontractor, or similar entity, is required to prepare the mark-up on Project Record Drawings.
   (a) Accurately record information in an understandable and legible drawing technique.
   (b) Record data as soon as possible after it has been obtained. In the case of concealed installations, record and check the mark-up prior to concealment.

B. Preparation of Record Drawings: Immediately prior to inspection for Certification of Substantial Completion, review completed marked-up Project Record Drawings with Owner, Project Inspector (if any) and Architect/Engineer to consolidate and ensure accuracy of information. Once accuracy of information is confirmed, prepare and submit a full electronic set, in AutoCAD format, of as-built. When authorized, prepare a full set of correct transparencies of Contract Drawings and Shop Drawings.

1. Incorporate changes and additional information previously marked on print sets. Delete, redraw, and add details and notations where applicable. Identify and date each Drawing; include the printed designation “PROJECT RECORD DRAWING” and date prepared in a prominent location on each Drawing.
2. Refer instances of uncertainty to Owner for resolution.
3. Distribution: Whether or not changes and additional information were recorded, organize and bind original marked-up set of prints that were maintained during the construction period into manageable sets. Bind the set with durable paper cover sheets, with appropriate identification, including titles, dates, and other information on cover sheets, and submit to Owner.

C. Distribution of Marked-Up Drawings: Submit the marked-up Project Record Drawings set to Owner for Owner’s records.

D. Shop Drawings and Samples: Maintain as record documents; legibly annotate Shop Drawings and Samples to record changes made after review.

E. In addition to requirements of this Section, comply with supplemental requirements of Divisions 02 through 60.

1. Divisions [**Owner to Provide**] of the Specifications require the preparation of large scale, detailed layout drawings of the Work of those Divisions. These layout drawings are not Shop Drawings as defined by Document 00 7200 (General Conditions), but together with

Shop Drawings or layout drawings of all other affected Sections are used to check, coordinate, and integrate the work of the various Sections.

2. Include these layout drawings as part of the Project Record Documents.

1.03 Project Record Specifications

A. During the construction period, maintain one copy of the Project Specifications, including addenda and modifications issued, for Project Record Documents purposes.

B. Mark the Project Record Specifications to indicate the actual installation where the installation varies substantially from that indicated in Specifications and Modifications issued. Note related Project Record Drawing information, where applicable. Give particular attention to substitutions, selection of product options, Change Order and Construction Change Directive work, and information on concealed installation that would be difficult to identify or measure and record later.

1. In each Specification Section where products, materials or units of equipment are specified or scheduled, mark the copy with the proprietary name and model number of the product furnished.
2. Record the name of the manufacturer, catalog number, supplier and installer, and other information necessary to provide a record of selections made and to document coordination with Project Record Product Data submittals and maintenance manuals.
3. Note related Project Record Product Data, where applicable, for each principal product specified, indicate whether Project Record Product Data has been submitted in maintenance manual instead of submitted as Project Record Product Data.
4. Upon completion of mark-up, submit Project Record Specifications to Owner for Owner's records.

1.04 Project Record Product Data

A. During the construction period, maintain one copy of each Project Record Product Data submittal for Project Record Document purposes.

1. Mark Project Record Product Data to indicate the actual product installation where the installation varies substantially from that indicated in Project Record Product Data submitted. Include significant changes in the product delivered to the Site, and changes in manufacturer's instructions and recommendations for installation.
2. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
3. Note related Change Orders and mark-up of Project Record Drawings, where applicable.
4. Upon completion of mark-up, submit a complete set of Project Record Product Data to Owner for Owner's records.
5. Where Project Record Product Data is required as part of maintenance manuals, submit marked-up Project Record Product Data as an insert in the manual, instead of submittal as Project Record Product Data.
6. Contractor is responsible for mark-up and submittal of Project Record Product Data for its own Work.

B. Material, Equipment, and Finish Data:

1. Provide data for primary materials, equipment and finishes as required under each Specification Section.
2. Submit three (3) hard copy sets and one (1) digital copy, on compact disc (CD) prior to final inspection, bound in 8-1/2 inches by 11 inches three-ring binders with durable plastic covers; provide typewritten table of contents for each volume. Provide project identification information on binder covers and spines.
3. Arrange by Specification Section number and give names, addresses, and telephone numbers of Subcontractors and suppliers. List:
   (a) Trade names.
   (b) Model or type numbers.
   (c) Assembly diagrams.

(d) Operating instructions.
(e) Cleaning instructions.
(f) Maintenance instructions.
(g) Recommended spare parts.
(h) Product data.

1.05 Miscellaneous Project Record Submittals

A. Refer to other Specification Sections for miscellaneous record keeping requirements and submittals in connection with various construction activities. Immediately prior to Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for use and reference. Submit to the Owner for Owner's electronic records , in Adobe pdf format. Categories of requirements resulting in miscellaneous records include, but are not limited to, the following:

1. Field records on excavations and foundations
2. Field records on underground construction and similar work
3. Survey showing locations and elevations of underground lines
4. Invert elevations of drainage piping
5. Surveys establishing building lines and levels
6. Authorized measurements utilizing unit prices or allowances
7. Records of plant treatment
8. Ambient and substrate condition tests
9. Certifications received in lieu of labels on bulk products
10. Batch mixing and bulk delivery records
11. Testing and qualification of tradespersons
12. Documented qualification of installation firms
13. Load and performance testing
14. Inspections and certifications by governing authorities
15. Leakage and water-penetration tests
16. Fire resistance and flame spread test results
17. Final inspection and correction procedures
18. Final As-Built Construction Schedule

1.06 Maintenance Forms for Major Equipment

A. See Section 01 6000 Product Requirements

1.07 Installation, Operations and Maintenance Manuals

A. Contractor shall compile O&M manuals for every piece of equipment and building operating or electrical system, commissioned or not, with the following formats:

1. Quantity: as specified in Section 01 7700 Contract Closeout (unless more are required by the Technical Specifications).
2. Hard Media Format:
   (a) Size: 8½ x 11 inch, 3 ring loose-leaf binders. Use as many binders as required for each element as listed below. Do not overload binders.
   (b) Binding: Bind in stiff, metal-hinged, three-ring binder(s) with standard three-hole punching. Binders shall be 3-inch maximum. Use white or black colored binders with integrated clear plastic covers to enable insertion of binder titles.
   (c) Sheet lifters: Provide plastic sheet lifters prior to first page and following last page.
   (d) Binder titles: Include the following title on front and spine of binder:

   NAME OF PROJECT (YEAR)
   INSTALLATION, OPERATION AND MAINTENANCE MANUAL

   (e) Sheet Size: 8½ x 11 inch

(f) Drawing Size: Reduce drawings or diagrams to an 8½ x 11 inch or 11 x 17 inch size. However, where reduction is not practical to ensure readability, fold larger drawings separately and place in vinyl envelopes bound into the binder. Identify vinyl envelopes with drawing numbers.

(g) Dividers: Use dividers with permanently marked tabs of card stock to separate each section and sub section. Tab labels shall not be handwritten. Use a main tab for each specification section. Behind the section number tab there shall be the equipment ID tag sub-tab for each piece of major equipment (or group, if small or numerous). These sub-tabs shall be similar to the specification number tabs but of a different color.

(h) Contents

(i) Title page, which shall be a duplicate of front binder title

(ii) Table of Contents

(iii) Equipment Sections and Sub sections

I. Contractor. The first page behind the equipment tab shall be the Contractor's name, address and telephone number of the manufacturer and installing contractor and the 24-hour number for emergency service for all equipment in this section, identified by equipment.

II. Submittal and Product Data. This section shall include all approved submittal data, cut sheets, data base sheets and appropriate shop drawings. If submittal was not required for approval, descriptive product data shall be included.

III. Operation and Maintenance Instructions. These shall be the written manufacturer's data with the model and features of this installation clearly marked and edited to omit reference to products or data not applicable to this installation. This section shall include data on the following:

(A) Model number, serial number and nameplate data for each piece of equipment and any subcomponent.

(B) Installation, startup and break-in instructions.

(C) All starting, normal shutdown, emergency shutdown, manual operation and normal and emergency operating procedures and data, including any special limitations.

(1) Step-by-step procedure for system startup, including a pre-start checklist. Refer to controls and indicators by nomenclature consistent with that used on panels and in control diagrams.

(2) Sequence of operation, with detailed instruction in proper sequence, for each mode of operation (i.e., day-night; staging of equipment).

(3) Emergency operation: If some functions of the equipment can be operated while other functions are disabled, give instructions for operations under these conditions. Include here only those alternate methods of operations (from normal) which the operator can follow when there is a partial failure or malfunctioning of components, or other unusual condition.

(4) Shutdown procedure: Include instructions for stopping and securing the equipment after operation. If a particular sequence is required, give step-by-step instructions in that order.

(D) O&M and installation instructions that were shipped with the unit.

(E) Preventative and corrective maintenance, with service procedures and schedules:

(1) Provide a schedule for preventive maintenance in a printed format and an electronic format compatible with owner's system. State, preferably in tabular form, the recommended frequency of performance for each preventive maintenance task, cleaning, inspection and scheduled overhauls.

(2) Cleaning: Provide instructions and schedules for all routine cleaning and inspection with recommended lubricants.

(3) Inspection: If periodic inspection of equipment is required for operation, cleaning or other reasons, indicate the items to be inspected and give the inspection criteria for: motors; controls; filters and any other maintenance items.

(4) Provide instructions for minor repairs or adjustments required for preventive maintenance routines. Identify test points and give values for each. Include sensor calibration requirements and methods by sensor type.

(5) Corrective maintenance instructions shall be predicated upon a logical effect-to-cause troubleshooting philosophy and a rapid replacement procedure to minimize equipment downtime.

(6) Troubleshooting: Troubleshooting tables, charts, or diagrams shall be used to present specified procedures. A guide to this type shall be a three-column chart. The columns shall be titled: malfunction, probable cause and recommended action.

(7) Repair and Replacement: Indicate repair and replacement procedures most likely to be required in the maintenance of the equipment.

(8) A list of recommended spare parts with a price list and a list of spare parts provided under this Contract.

(9) Outline, cross-section, and assembly drawings; engineering data; and electrical diagrams, including elementary diagrams, labeled wiring diagrams, connection diagrams, word description of wiring diagrams and interconnection diagram

(F) Safety Precautions: This subsection shall comprise a listing of safety precautions and instructions to be followed before, during and after making repairs, adjustments or routine maintenance.

(G) Manufacturers' brochures (including controls): Manufacturers' descriptive literature covering devices and equipment used in the system, together with illustrations, exploded views and renewal parts lists. Manufacturers' standard brochures and parts list shall be corrected so that information applying to the actual installed equipment is clearly defined.

(H) Supply any special tools required to service or maintain the equipment.
(I) Performance data, ratings and curves.
(J) Warranty and guarantee, which clearly lists conditions to be maintained to keep warranty in effect and conditions that would affect the validity of the warranty.
(K) Any service contracts issued.

(iv) Supplemental Data. Prepare written text and/or special drawings to provide necessary information, where manufacturer's standard printed data is not available and information is necessary for a proper understanding and operation and maintenance of equipment or systems, or where it is necessary to provide additional information to supplement data included in the manual or project documents.

(v) Control Diagrams/Drawings. Include the as-built control diagrams/drawings for the piece of equipment and its components, including full points list, full print out of all schedules and set points after testing and acceptance of the system, and copies of all checkout tests and calibrations performed by the contractor (not commissioning tests).

(vi) Specifications. This section is comprised of the component or system specification section copied and inserted complete with all addenda.

(vii) System Description. This section shall include the individual equipment portion of the overall system Design Basis Narrative.

3. Electronic Media Format: Electronic media format shall be Adobe pdf, with chapter markers and/or bookmarks inserted in place of the equivalent hard copy section tabs. Electronic copy shall include all tables, charts, drawings, codes and all other matters reflected in hard copies. Electronic media files shall be delivered on a unique CD-ROM.

1.08 Computer Programs

A. When any equipment requires operation by computer programs, submit copy of program on appropriate CD, plus a hard-copy and an electronic copy (Adobe .PDF format) of all user manuals and guides for operating the programs and making changes in the programs for upgrading and expanding the databases. Program shall be Windows XP compatible. Provide required licenses to Owner at no additional cost.

1.09 Owner's Recourse

A. If Contractor is not able to provide project record documents in specified formats, Owner and Contractor shall negotiate a credit back to Owner for this work.

B. Contractor shall post changes and modifications to the Contract Documents as they occur. Do not wait until the end of the Project. Owner may periodically review Project Record Documents to assure compliance with this requirement.

C. Submittal

1. At completion of Project, deliver Project Record Documents to Owner per Section 01 7700 Contract Closeout.
2. Accompany submittal with transmittal letter containing:
   (a) Date
   (b) Project title and number
   (c) Contractor's name and address
   (d) Number and title of each Project Record Document
   (e) Certification that each document as submitted is complete and accurate, and signature of Contractor or Contractor's authorized representative.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

TECHNICAL SPECIFICATIONS

The technical work for this project shall be based on the City of Benicia – Public Works Department – Engineering Design Standards and Standard Plans and the 2023 Caltrans Standard Plans and Specifications. Where there is a conflict between the City and State Standards, the contractor shall contact the City Engineer for clarification.

If an item of work is not shown in the Bid Table for the specific location(s), it is considered incidental and should be included in the various other items of work.

ARTICLE 1 – COORDINATION

1.01 General

The Contractor is advised that the City of Benicia will have a separate contractor performing work concurrently within the project limits. Specifically, a new pedestrian bridge is scheduled to be installed at Military West near **Mary Farmar Elementary School** under a separate contract administered by the City.

The Contractor shall coordinate all operations **directly with the other contractor** responsible for the pedestrian bridge installation to ensure both projects proceed without interference or conflict. This includes, but is not limited to, scheduling, site access, traffic control, staging, and sequencing of work in the shared area.

Pavement treatment within the vicinity of the pedestrian bridge shall **not** be performed until the bridge installation is complete. The Contractor shall **not proceed** with any paving or surface treatment at that location until receiving **written confirmation from the City** that the pedestrian bridge work has been completed and that pavement work may commence.

Failure to coordinate in accordance with this section may result in delays that shall be the sole responsibility of the Contractor.

ARTICLE 2 – MOBILIZATION.

2.01 General

Attention is directed to Section 9-1.16 D, “Mobilization,” of the State Standard Specifications.

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site.

The Contractor shall ensure that adequate existing sanitation facilities are available, or the Contractor shall provide and maintain adequate sanitation facilities. All wastes and refuse from sanitary facilities provided by the Contractor’s operations shall be disposed of away from the site in accordance with all laws and regulations pertaining thereto.

The bid price for mobilization shall not exceed 10% of the sub-total bid price for each location.

2.02 Measurement and Payment

The contract lump sum price paid for “Mobilization (10% of sub-total bid price maximum for each location)” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in mobilization and demobilization, including, but not limited to, furnishing all specified contract bonds and insurance certificates, public notification, transporting equipment, sanitary restroom facilities and all other work as specified in the Caltrans State Standard Specifications

and these Special Provisions and as directed by the Engineer and no additional compensation will be allowed therefor.

Mobilization and demobilization bid price shall not exceed 10 percent of the total bid price. Fifty percent (50%) of the mobilization and demobilization bid price, less retention, will be paid on the initial billing, provided all equipment and temporary facilities are in place and bond fees are paid. Twenty-five percent (25%) of the mobilization and demobilization bid price, plus any remaining amount left from previous payments, will be paid upon satisfactory completion of all punch list items, cleaning up and removal of all temporary facilities and equipment from the project site upon completion of the project.

ARTICLE 3 – SUBMITTALS.

3.01 General

The Contractor shall provide submittals for all materials, product data, working/shop drawings, diagrams, schedules, or other data prepared by the Contractor in accordance with the Contract requirements. The submittals shall not modify any Contract requirement.

The Contractor shall provide Certificates of Compliance from its material suppliers, in advance of the work, certifying that all materials to be used on the project conform to the requirements of these specifications. Each submittal will be signed by the manufacturer of the material and state that the material complies with the Contract. The City reserves the right to refuse to permit the use of material based on a Certificate of Compliance alone.

The list of technical submittals shall include, but not be limited to the following:

A. Emergency Contact Names and Phone Numbers
B. CPM Schedule
C. Traffic Control Plan
D. Public Notice of Roadwork
E. Water Pollution Control Plan
F. Hot Mix Asphalt Concrete Job Mix Design
G. Portland Cement Concrete Mix Design
H. Aggregate Base Source, Gradation and Certification
I. Detectable Warning Surface
J. Signal poles

Submittals shall be shown on the construction schedule and shall not be critical path items of work.

All required submittals, except as noted, shall be reviewed by the Engineer and returned to the Contractor within ten (10) working days from the date of receipt by the Engineer. In addition, the Contractor shall allow the City equivalent time periods to review re-submittals for any previously rejected or incomplete submittals.

No work may begin under contract until the CPM Schedule and Traffic Control Plan have been approved by the Engineer. The time required for review and approval of these items shall not constitute a basis for time extension.

The Engineer's review of the Contractor shop drawing submittals shall not relieve the Contractor of the entire responsibility for the correctness of details and dimensions. The Contractor shall assume all responsibility and risk for any misfits due to any errors in Contractor submittals. The Contractor shall be responsible for the dimensions and the design of adequate connections and details. Acceptance by the Engineer of a substitute item proposed by the Contractor shall not relieve the Contractor of the responsibility for full compliance with the Contract Documents and adequacy of the substitute item.

3.02 Measurement and Payment

Full compensation for complying with the requirements of the above provisions shall be considered as included in the contract prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

ARTICLE 4 – WATER POLLUTION CONTROL.

4.01 General

Water pollution control work shall conform to the provisions in Section 13, "Water Pollution Control," of the Standard Specifications, and these special provisions. Under no circumstances shall contaminated water be allowed to enter the storm drain system or other drainage courses. The contractor shall cleanup all surfaces contaminated by the construction operations that could pollute stormwater runoff.

The Contractor shall prepare, submit for favorable review by the City, and implement a Water Pollution Control Plan (WPCP) which shall contain at a minimum the items included in this section. The WPCP shall show the locations of all storm drains, storm drain pipes, creeks, creek culverts, points of entry (catch basins, inlets, outlets), and other features through which stormwater flows. The WPCP shall identify each point of entry and show how each entry point will be protected. The WPCP shall include a protocol for allowing drainage to flow properly during rainfall events WHILE STILL PREVENTING non-stormwater discharges from entering the storm drains, creeks, and Bay. The Contractor shall designate an individual (to be approved by the City) available at all times of sufficient authority to halt work and implement Best Management Practices (BMPs) and source control measures for the Contractor and all sub-contractors, suppliers, and other personnel that may be at the construction site(s), to prevent non-stormwater discharges from the construction site(s). This individual shall be the contact person for all matters of the project regarding non-stormwater discharges. The WPCP shall include descriptions and sketches of all BMPs, show locations and describe protocols for implementing and maintaining the following BMPs for but not limited to material storage, dewatering operations, bypass pumping, saw-cutting operations, pavement operations, concrete operations, grading and excavation operations, spill prevention and control, vehicle and equipment cleaning, vehicle and equipment operation and maintenance, litter control, dust control, pavement cleaning, and construction waste management. All employees, subcontractors, suppliers, and any others involved with the construction site(s) shall be trained in implementing, the importance of, and purpose of the WPCP. Training records shall be submitted to the City along with requests for progress payment. Where BMPs affect traffic or parking, they shall be shown on the traffic control plans for the construction site(s). The WPCP shall be updated to meet the changing stages of the construction site(s). Work shall not begin without the City completing its review and finding no exceptions taken on the WPCP and finding at the City's sole discretion that the WPCP meets the intent and goals of the project.

Water pollution control work shall conform to the requirements in the "Construction Site BMP Manual", dated May 2017 issued by the State of California Department of Transportation and addenda thereto issued up to and including the date of advertisement of the project, hereafter referred to as the "Handbook". Copies of the Handbook are also available from Caltrans Publications Distribution Unit. Publications staff can be reached at: (916) 323-5606, (916) 445- 3520, or by fax at: (916) 324-8997. Or California Department of Transportation Publication Distribution Unit 1900 Royal Oaks Drive Sacramento, CA 95815-3800.

http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm

In addition, the Contractor shall observe the following guidelines:

4.02 Paving during wet weather:

1. No paving while it is raining.
2. No paving of the top lift of asphalt concrete (AC) on any day that experiences¼" of rain in a twenty-four period

3. No paving of bottom lift if the previous seventy-two (72) hour period experienced more than ½” of rain, unless directed by the City Engineer or his designee.

A. Store materials as required under Section 6, “Structures,” of the Standard Specifications.

B. Cover inlets and manholes when applying asphalt, seal coat, tack coat, etc. in conformance with the provisions in Section 13-4.03E(7), " Paving, Sealing, Sawcutting and Grinding Activities," of the Standard Specifications.

C. Place drip pans or absorbent materials under paving equipment when not in use.

D. During wet weather store paving equipment indoors or cover it with a tarp or other waterproof covering.

E. Keep ample supplies of drip pans or absorbent materials on-site.

F. If paving involves Portland cement concrete, refer to the Concrete Waste Management Section of the Standard Specifications.

G. Do not wash out concrete trucks into storm drains, open ditches, streets, streams, etc. The Contractor shall prevent the discharge of pollutants from concrete operations by using measures to prevent run-on and run-off pollution, properly disposing of wastes, and by implementing the following BMP’s:

H. Store all materials in waterproof containers or under cover away from drain inlets or drainage areas.

I. Avoid mixing excess amounts of Portland cement materials. Dispose of any excess materials properly.

J. Whenever possible, perform washout of concrete trucks off-site where discharge is controlled and not permitted to discharge to the storm drain system. For on-site washout:

K. Locate the washout area at least fifty (50) feet from storm drains, open ditches or other water bodies, preferably in a dirt area. Confine run-off from this area by constructing a temporary pit or bermed area large enough for the liquid and solid waste.

L. Wash out concrete wastes into the temporary pit where the concrete can set, be broken up, and then disposed of properly. If the volume of water is greater than what will allow concrete to set, allow the wash water to infiltrate and/or evaporate, if possible. Remove or vacuum the remaining silt and debris from the ponding or bermed area and dispose of it properly.

M. Dispose of wastewater from washing of exposed aggregate to dirt area. The dirt area shall be adequate to contain all the wastewater and once the wastewater has infiltrated, any remaining residue must be removed.

N. Collect and return sweepings from exposed aggregate concrete to a stockpile or dispose of the waste in a trash container.

The Contractor shall know and fully comply with the applicable provisions of the Handbook and Federal, State, and local regulations that govern the Contractor's operations and stormwater discharges from both the project site and areas of disturbance outside the project limits during construction.

The Contractor is responsible for ensuring all personnel, laborers, sub-contractors, suppliers, and any other personnel that are involved with the construction site(s) are trained in the importance of preventing non-stormwater discharges. Each worker shall be certified as being trained before being allowed to work. Before any work begins, the Contractor shall submit and certify under penalty of perjury a list of all workers who have been trained on the importance of pollution prevention, BMP, and source control operation and maintenance, and recognize the authority of the City to stop the work in the event of a

non-stormwater discharge. The training shall include as a minimum, a review of the BMP and WPCP, and all BMPs (including BMP operation and maintenance) that are planned for the construction site(s).

Contractor is cautioned and advised to have appropriately trained staff with any applicable certifications prepare all submittals for Stormwater Pollution Controls including the WPCP, and have appropriately trained staff available to meet with City staff to review the submittals. It is considered reasonable that the Contractor shall make a complete and acceptable submittal at least by the second submission. The City reserves the right to deduct monies from payments due to Contractor to cover additional costs of project manager's and Architect/Engineer's review beyond the second submission. Illegible submittals will be rejected and returned to the Contractor.

Unless arrangements for disturbance of areas outside the project limits are made by the City and made part of the contract, it is expressly agreed that the City assumes no responsibility whatsoever to the Contractor or property owner with respect to any arrangements made between the Contractor and property owner to allow disturbance of areas outside the project limits. The Contractor shall be responsible for the costs and liabilities imposed by law as a result of the Contractor's failure to comply with the requirements set forth in this section "Water Pollution Control" including, but not limited to, compliance with the applicable provisions of the Handbook and Federal, State, and local regulations. For the purposes of this paragraph, costs and liabilities include, but are not limited to, fines, penalties, and damages whether assessed against the State or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

Conformance with the provisions in this section "Water Pollution Control" shall not relieve the Contractor from the Contractor's responsibilities as provided in Section 7, "Legal Relations and Responsibility to the Public," of the State Standard Specifications.

Soil stabilization practices and sediment control measures shall be provided at all times.

The Engineer may order the suspension of construction operations, which create water pollution if the Contractor fails to conform to the provisions in this section, "Water Pollution Control".

4.03 Temporary Storm Drain Inlet Protection

Temporary storm drain inlet protection shall be constructed, installed, maintained, and removed at all drainage inlets within the boundaries of the project. The Contractor shall use sediment filter bags to protect the drainage inlet. Throughout the duration of the contract, the Contractor shall maintain and provide protection to meet the changing conditions around the drainage inlet.

Sediment filter bags shall be installed by removing the drainage inlet grate, placing the sediment bag in the opening, and replacing the grate to secure the sediment filter bag in place. Sediment Filter Bags shall be installed at all storm drain inlets within or adjacent to the project limits. Sediment Filter Bags shall be obtained from a commercial manufacturer, as approved by the Engineer.

When the temporary drainage inlet protection is no longer required the protection materials shall be removed and disposed of in accordance with the provisions in Section 14-10, "Solid Waste Disposal and Recycling" of the State Standard Specifications.

Temporary drainage inlet protection shall be maintained to provide sediment holding capacity and to reduce runoff velocities. Temporary drainage inlet protection shall be repaired or replaced immediately if damage occurs.

Sediment deposits, trash, and debris shall be removed from temporary drainage inlet protection as needed or when directed by the Engineer. Removed sediment shall be deposited within the project limits so that the sediment is not subject to erosion by wind or by water. Trash and debris shall be removed and disposed of in accordance with the provisions in Section 14-10, "Solid Waste Disposal and Recycling" of the State Standard Specifications. All Sediment Filter Bags shall be removed at the conclusion of the project.

Cleanup, repair, removal, disposal, or replacement due to improper installation or as a result of the Contractor's negligence shall not be considered as included in the cost for performing maintenance.

4.04 Measurement and Payment

The lump sum price paid for “Water Pollution Control Program” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in preparing and complying with all WPCP requirements and installing temporary drainage inlet protection, complete in place, including maintenance, replacement, and removal of materials, cleanup and disposal of retained sediment and debris, and removal of all sediment filter bags at the conclusion of the project, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

ARTICLE 5 – TRAFFIC CONTROL SYSTEM.

5.01 General

Traffic control during construction shall be the responsibility of the Contractor. All traffic control devices shall be in accordance with the latest edition of the California Manual on Uniform Traffic Control Devices (California MUTCD).

The Contractor shall provide Traffic Control plans that must be accepted by the City prior to work within the public right-of-way.

The Contractor shall furnish, maintain and remove all necessary signs and devices during the length of this contract. If any component in the traffic control system is displaced, the Contractor shall immediately repair or replace said component.

Traffic control plans shall include signage and barricades for pedestrians and signage notifying motorist and bicyclists if/when bike lanes are closed.

Warning signs and end construction signs, shall be placed at each end of the work and along the route when conditions warrant their use.

The Contractor is responsible for proper placement and maintenance of all signs and barricades. Any additional signs, barricades, lights, etc., that may be required by the Engineer to ensure public safety shall be installed and maintained by the Contractor.

5.02 Traffic Controls – Qualified Individual

Traffic controls through the construction zone shall be designed and maintained by a designated individual qualified in this responsibility. Evidence of qualification shall be a Certificate of Completion of a course titled “Safety Through Maintenance and Construction Zones”, issued by ITE, or approved equal.

At the end of each day’s work, and at other times when construction operations are suspended, all equipment and other obstructions shall be removed from that portion of roadway and open for use by public traffic.

Where existing road signs conflict with the proposed work, the Contractor shall relocate such signs to temporary or permanent locations as directed by the Engineer.

If it becomes necessary, in the opinion of the City Engineer, to properly move traffic through the construction area, flagmen shall be present to slow down and reroute traffic, in which case flagmen shall be on duty the entire period a lane is blocked. Where flagmen are not visible to each other, additional flagmen shall be added as required by the Engineer, or the Contractor shall use radios.

5.03 Traffic Control for Lane Closure

A traffic control system shall consist of closing traffic lanes in accordance with the provisions of Section 12, “Construction Area Traffic Control Devices,” of the State Standards, the provisions under “Maintaining Traffic” elsewhere in these special provisions.

At all times, a minimum of one uninterrupted lane of traffic shall be provided in each direction. **Lane closures shall only be allowed between the hours of 8:30 a.m. and 4:00 p.m.**

The provisions in this section will not relieve the Contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.09, “Public Safety,” of the State Standards.

Each vehicle used to place, maintain, and remove components of a traffic control system on multilane highways shall be equipped with a Type II flashing arrow sign which shall be in operation when the vehicle is being used for placing, maintaining, or removing said components. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion. The flashing arrow sign shall not be used on the vehicles that are doing the placing, maintaining, and removing, and shall be in place before a lane closure requiring its use is completed.

If any component in the traffic control system is damaged, displaced, or ceases to operate or function as specified, from any cause, during the progress of work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

Upon completion of the work requiring a lane closure, all components of the traffic control system shall be removed from the site of the work and shall become the property of the Contractor.

The adjustment provisions in Section 4-1.03 “Changes,” of the State Standards, shall not apply to the item of traffic control system. Adjustments in compensation for traffic control system will be made only for increased or decreased traffic control necessary. Such adjustment will be made on a force account basis as provided in Section 9-1.03, “Force Account Payment,” of the State Standards for increased work, and estimated on the same basis in the case of decreased work.

Traffic control system required by work which is classed as extra work as provided in Section 4-1.03D of the State Standards, will be paid for as a part of said extra work.

No material or equipment shall be stored where it will interfere with the free and safe passage of the public; and at the end of each day's work and at other times when construction operations are suspended for any reason, the contractor shall remove all equipment and other obstructions from that portion of the roadway open for public use.

In addition to the foregoing traffic control and safety measures, the Contractor shall undertake immediately to implement any measures requested by the Engineer, as they deem necessary to ensure the proper flow of traffic and the protection of the public and the safety of the workers. The Contractor shall maintain at all times the ability to respond to calls from the Benicia Police and Fire Departments during non-working hours to replace or provide additional traffic control or safety devices as shall be required by the Police Department.

5.04 Measurement and Payment

The contract lump sum price paid for “Traffic Control System” shall include full compensation for furnishing all labor (including preparation of the Traffic Control Plan and flaggers if necessary), materials (including barricades, property owner notices), tools, equipment, and incidentals and for doing all the work involved in traffic control, complete in place, including all work necessary to provide for the convenience & safety of the public and to facilitate the performance of the contract work as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer, with the exception of Portable Changeable Message Boards which shall be paid for separately.

The contract lump sum price for “Portable Changeable Message Boards” shall include furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the installation of the Boards, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

ARTICLE 6 – CLEARING AND GRUBBING.

6.01 General

Clearing and grubbing consists of the removal and disposal of all objectionable material from the construction site, including existing weeds, brush, shrubs, concrete, masonry, other unsuitable material, and obstructions interfering with the new construction. The limits of clearing and grubbing shall be of sufficient area and depth to complete the work as shown on the plans. Clearing and grubbing shall conform to Section 17-2, “Clearing and Grubbing”, of the State Standard Specifications.

Clearing and grubbing must be performed in advance of any other grading or construction operations. The area to be cleared and grubbed must be within the public right of way.

Shrubs and hedges shall be designated for removal in the project plans or as directed by the Engineer. Existing landscaping and trees which are to remain in place must be protected from injury or damage. Irrigation shall be modified by removing items used to water the landscape items to be removed and replacing pipe and fixtures to create a fully functioning irrigation system.

Hardscape items (such as decorative rock) that must be removed for construction, shall be replaced as directed by the Engineer.

Unless otherwise specified, all materials as shown on the drawings to be removed, or as field marked and as directed by the Engineer to be removed shall be disposed of outside the project limits. The Contractor’s work area shall be left with a neat and finished appearance.

The Contractor shall not store or permit debris to accumulate on site. If Contractor fails to remove excess debris promptly, the City reserves the right to cause removal at the Contractor’s expense.

Residue from cutting operations shall not be permitted to flow into storm drains or cross lanes occupied by traffic and shall be removed from the pavement surface, concurrent with the cutting operation.

Clearing and grubbing must be conducted to ensure minimum interference with roads, streets, walks, or other occupied areas.

When hauling is done over highways or City streets, and when directed by the Engineer, the loads must be trimmed, and all material removed from shelf areas of the vehicles.

6.02 Measurement and Payment

Where NO bid item is shown in the Bid Table for a location for “Clearing and Grubbing”, full compensation for complying with the requirements of the above provisions shall be considered as included in the contract prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

Where a bid item is shown in the Bid Table for clearing and grubbing, the lump sum price paid for “Clearing and Grubbing” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in clearing and grubbing, complete in place, including, cleanup and disposal, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

ARTICLE 7 – EXISTING HIGHWAY FACILITIES.

7.01 General

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Facilities," Section 5-1.36, “Property and Facility Preservation”, Section 7-1.05, “Indemnification,” and Section 7-1.06, “Insurance,” of the State Standard Specifications, as well as these special provisions. Nothing in these special provisions shall relieve the Contractor of the Contractor's responsibilities as specified in Section 7-1.04, "Public Safety", of the State Standard Specifications.

This work shall consist of removing existing roadway and other public facilities which interfere with construction as shown on the plans. Removed facilities shall be disposed of, salvaged, re-laid, reset, relocated, or reconstructed as specified in the State Standard Specifications and these special provisions. Removed facilities to be disposed of shall become the property of the Contractor.

The Contractor shall protect from damage, any utilities and other non-highway facilities that are to remain in place, be installed, relocated, or otherwise rearranged.

7.02 Roadway Excavation

Roadway Excavation shall conform to the provisions in Section 19, "Earthwork," of the State Standard Specifications and these Special Provisions. Attention is directed to Section 17-2, "Clearing and Grubbing," and Section 14-10, "Solid Waste Disposal and Recycling," of the State Standard Specifications and these Special Provisions.

Roadway excavation shall include excavation and removal of all material and objects within the limits of the work to be performed including, but not limited to: existing asphalt concrete pavement, aggregate base, and unsuitable material. All excavated material shall be removed from the project site and disposed of by the Contractor.

All excess and unsuitable excavated material shall be removed from the project site and disposed of by the Contractor. The Contractor is encouraged to dispose of excess materials at an appropriate recycling facility. All materials shall be excavated as shown on the plan. If you dispose of any surplus material prematurely and later find a material shortage, you must replace it with authorized material at your expense.

Two feet minimum of asphalt concrete adjacent to new gutters shall be removed full depth unless otherwise specified on the plans and shall be cut in a neat line with a power-driven saw, or a grinder, to a depth of not less than 2-inches before removing the surfacing. Surfacing and base shall be removed without damage to surfacing that is to remain in place. Damage to pavement, which is to remain in place, shall be repaired to a condition satisfactory to the Engineer. The damaged pavement shall be removed and replaced with new asphalt concrete if ordered by the Engineer. Repairing or removing and replacing pavement damaged outside the limits of pavement to be replaced, shall be at the Contractor's expense.

All concrete, soft or spongy, or deleterious materials, structures, and other unsuitable materials encountered during the excavation operation (whether shown or not shown on the plan) shall be removed and disposed of. When the planned excavation or subgrade is made of all undesirable material then encountered shall be removed and disposed of as directed by the Engineer.

The accumulation of water in excavated areas shall be prevented by means of pumping or other approved methods. At no time shall ground water or stormwater be allowed to flow into sanitary sewer lines.

Excavation shall be carried to the depth needed to set forms for the new curbs. Should the Contractor, through his negligence or other fault, excavate below the designated lines, he shall replace such excavations with approved materials at his own expense.

The subgrade, including any base material, shall be thoroughly compacted by an approved mechanical device to not less than 95% relative compaction as determined by California Test 216 or 231.

7.03 Sawcuts

Sawcuts shall be made on the nearest expansion or weakened plane joint or score line. Sawcuts must go entirely through concrete. Cut concrete shall be removed without damaging the concrete that is to remain in place, or any other structures or improvements adjacent to the cut concrete. Damage to concrete or any adjacent existing structure or improvement, which is to remain in place, shall be repaired to a condition satisfactory to the Engineer. Repairing or removing and replacing structures, improvements, and/or the concrete to remain in place, that are damaged outside the limits of concrete to be replaced, shall be at the Contractor's expense and will not be measured nor paid for.

Where no joint exists between concrete to be removed and concrete to remain in place, the concrete shall be cut on a neat line to a minimum depth of 4-inches with a power-driven saw before the concrete is removed.

If removal results in any void below the grade of surrounding soil in an unpaved area, the hole must be backfilled until flush with the surrounding soil and compacted to 90% relative compaction. If removal results in any void below the grade of anticipated base in an area to be paved, the hole shall be filled with Class II Aggregate Base and compacted to 95% Relative Compaction until flush with the surrounding base.

7.04 Remove Pavers

Existing pavers to be removed shall be removed and disposed. Removal shall conform to these special provisions, as shown on the plans, and as directed by the Engineer.

7.05 Remove Concrete

Existing concrete curb, gutter, and sidewalk to be removed shall be completely removed and disposed of in conformance with the provisions in Section 19-2 “Roadway Excavation” Section 15-3B, "Removing Concrete" of the State Standard Specifications and these special provisions, as shown on the plans, and as directed by the Engineer.

7.06 Remove Asphalt

Existing asphalt roadway or path to be removed shall be completely removed and disposed of in conformance with the provisions in Section 39-3, "Existing Asphalt Concrete" of the State Standard Specifications and these special provisions, as shown on the plans, and as directed by the Engineer.

7.07 Remove Lateral and Catch Basin

The lateral and catch basin shall be removed and recycled or disposed of in conformance with state law and these special provisions, as shown on the plans, and as directed by the Engineer.

7.08 Miscellaneous Relocations/Replacements

At the Kearney Mid-Block location, a pedestrian barricade post, through curb drains, and an irrigation box shall be relocated, where possible, or replaced.

7.09 Measurements and Payments

Full compensation for conforming to the “General” requirements of this Section 15, “Existing Highway Facilities” and the referenced provisions of the State Standard Specifications and for performing all work required to protect, remove, recycle, dispose, repairing the existing facilities to remain and adjust existing highway facilities shall be considered as included in the contract price paid for the various items of work and no additional compensation will be made therefore, except as provided for the specific items below.

Remove Stamped Concrete shall be paid for per the square foot of pavers removed. Price paid per square foot of pavers removed shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in cleanup, disposal/recycling and other incidental work, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

Remove Concrete shall be paid for per the square foot of concrete removed. Price paid per square foot of concrete removed shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in cleanup, disposal/recycling and other incidental work, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

Remove Asphalt Concrete Pavement shall be paid for per the square foot of asphalt concrete removed. Price paid per square foot of asphalt removed shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in cleanup, disposal/recycling and other incidental work, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

Miscellaneous Relocations/Replacements shall be considered as included in the contract price paid for the various items of work and no additional compensation will be made therefor.

ARTICLE 8 – AGGREGATE BASE.

8.01 General

Aggregate base must comply with Section 26, "Aggregate Bases," of the State Standard Specifications and these special provisions.

Aggregate base must be Class 2, ¾" maximum.

The depth of aggregate base under concrete surfaces shall be as shown in the City Standard Plans.

Aggregate base, regardless of its use, shall be compacted to 95% (ninety-five percent) relative compaction.

Do not store reclaimed asphalt concrete or aggregate base with reclaimed asphalt concrete within 100 feet measured horizontally of any culvert, watercourse, or bridge.

The maximum compacted thickness of any 1 layer of aggregate base must not exceed 0.5 feet.

8.02 Measurement and Payment

Full compensation for aggregate base shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

ARTICLE 9 – HOT MIX ASPHALT.

9.01 General

This work includes producing and placing hot mix asphalt (HMA) in compliance with Section 39-2, "Hot Mix Asphalt" of the State Standard Specifications and these special provisions.

Hot Mix Asphalt Concrete shall be Type A meeting the aggregate grading requirements specified in Section 39.202B of the Standard Specifications and as follows:

The grade of asphalt binder mixed with aggregate shall be 64-10.

Asphaltic Emulsion (Paint Binder) - Asphaltic Emulsion (Paint Binder) shall be slow setting Grade SS1.

Aggregate base under roadway conforms shall be Class 2 and shall conform to the provisions provided above in "Aggregate Base (Class 2)".

The amount of asphalt binder to be mixed with the aggregate for Type A asphalt concrete will be determined by the Engineer in accordance with California Test 367 using the samples of aggregates furnished by the Contractor in conformance with Section 39-1.03, "Hot Mix Asphalt Mix Design Requirements," of the Standard Specifications.

Tack coat is required and shall be asphalt grade RS-1 or SS-1h in accordance with “Asphaltic Emulsions” of the Standard Specifications and applied per Section 39-1.09C of the Standard Specifications. A tack coat shall be applied to all vertical surfaces abutting the asphalt concrete paving, to all surfaces upon which asphalt concrete overlay or resurfacing is to be constructed, and to such areas as may be directed by the Engineer, at the rate of 0.02 to 0.10 gallons per square yard. Surfaces to receive tack coat shall be clean and free of loose and foreign material before application.

Hot Mix Asphalt pavement shall be compacted to a minimum of 95 percent relative compaction.

The Contractor will be responsible for any damage to existing or new curbs, gutters, and driveways. Any asphalt concrete or asphaltic emulsion stains occurring during the course of this Contract will be cleaned by sandblasting, or any other method satisfactory to the Engineer.

At road intersection conforms additional asphalt concrete surfacing material shall be placed and hand raked, if necessary, and compacted to form smooth transitions between the new pavement cross section and the existing crowned pavement sections. The Contractor is further advised that it will be his responsibility to ensure that the existing drainage patterns are to be maintained at all locations, as indicated on the plans, or as directed by the Engineer.

TESTING.

Contractor must perform their own density testing with a certified testing consultant**.** Testing shall include nuclear gauge density, California Test 375, a minimum of 3 tests per 250 tons or 3 per paving day, whichever is greater to ensure compliance with the contract documents. Results must be submitted to the City within 5 business days of the test.

The City may elect to collect pavement cores to verify the pavement compaction per Section 39-2.01A(3)(l) Data Cores. Data cores, if collected, shall take precedence over California Test 375.

A.C. Leveling Course shall be placed and compacted at locations marked in the field by the Engineer. Asphalt Concrete shall be Type B, ½ inch aggregate.

9.02 Measurement and Payment

The price paid per ton of “Hot Mix Asphalt”, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in constructing hot mix asphalt road and path surfaces, complete in place, including excavation (unless a bid item is shown in the Bid Table for “Roadway Excavation”), backfill, aggregate base, compaction, cleanup and other incidental work, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

ARTICLE 10 – COLD PLANING ASPHALT CONCRETE PAVEMENT

10.01 General

Section 39-3.04 includes specifications for cold planning asphalt concrete pavement.

10.02 Materials

HMA for temporary tapers must be of the same quality that is used for the HMA overlay or comply with the specifications for minor HMA in section 39-2.07

10.03 Measurement and Payment

The price paid per square foot of “Cold Plane Asphalt Concrete Pavement”, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in cold plane asphalt and other incidental work, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

The price paid per linear foot of “Tapered Keycut (Wedge Grind)”, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in wedge grinding and other incidental work, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

ARTICLE 11 – TYPE 5 FIBERIZED MICRO SURFACING SYSTEM / THREE-LAYER PAVEMENT TREATMENT SYSTEM

11.01 General

The Type 5 Fiberized Micro Surfacing system consists of: Type III Fiberized Micro Surfacing application followed by a Type II Micro Surfacing application.

The Three-layer Pavement Treatment System consists of: Type III Fiberized Micro Surfacing application followed by Polymer Modified Asphalt Rubber (PMAR) Chip Seal layer, followed by a Type II Micro Surfacing application.

The work shall conform to Section 37, “Seal Coats” of the State Standard Specifications, as well as any changes as documented in these Technical Specifications.

11.02 Submittals

At least fifteen (15) working days before placement of any application commences, the Contractor shall submit to the Engineer: a laboratory report of tests and proposed mix design(s) covering the specific materials to be used on the project. Mix design(s) shall be provided by a laboratory accredited by AASHTO resource for asphalt emulsions and pavement preservation. The laboratory must sign the laboratory report and mix design. For micro surfacing, the percentage of asphaltic emulsion proposed in the mix design shall be Polymer modified asphaltic emulsion data as follows:

A. **Supplier and Type/Grade of asphaltic emulsion**

   a. Type of modifier polymer for polymer modified asphaltic emulsion
   b. Copy of the specified test results for micro surfacing emulsion

B. **Aggregate test results for the followings:**

   a. Gradation
   b. Los Angeles Rattler
   c. Percent of crushed particles
   d. Sand equivalent
   e. Durability

C. **Schedule of operations including:**

   a. Post and Notification schedule
   b. Street by street construction schedule
   c. Post sweeping schedule

ARTICLE 12 – TYPE III MICRO SURFACING LEVELING COURSE WITH FIBERS

12.01 Scope

This work shall consist of mixing polymer modified micro surfacing emulsion (MSE), aggregate, mineral filler, set-control additives, and water and spreading the mixture on a surfacing or pavement in the locations shown on the plans, as specified in these Technical Specifications, and as directed by the Engineer. The mix should be capable of being spread in variably thick cross sections (wedges, wheel path depressions, scratch courses and surfaces) which, after curing and initial traffic consolidation, resist deformation throughout the entire design tolerance range of bitumen content and variable thickness to be encountered.

12.02 Materials

The material for micro surfacing immediately prior to mixing shall conform to the following requirements:

A. **Asphalt Emulsion**

Micro surfacing emulsion (MSE) must comply with the requirements shown in the following table. In addition, the emulsion shall have a minimum 4% polymer solids content by weight of residual asphalt and be documented on Certifications from emulsion production logs and formula which is to be supplied by emulsion supplier.

Micro Surfacing Emulsion Requirements

Quality Characteristic	Test Method	Requirement Grade MSE
Saybolt Furol viscosity, at 25 °C (Saybolt Furol seconds)	AASHTO T 59[c]	15–90
Storage stability test, 1 day (max, %)		1
Sieve test (max, %)		0.30
Particle charge[a]		Positive
Residue from distillation or evaporation test (min, %)[b]		64
Tests on residue:		
Penetration, 25 °C (dmm)	AASHTO T 49	40–90
Softening point (min, °C)	AASHTO T 53	62
Torsional recovery (min, %)[d]	California Test 332	20
Elastic recovery, 25 °C (min, %)[d]	AASHTO T 301	65

B. **If the result of the particle charge test is inconclusive; the asphaltic emulsion must be tested for pH under ASTM E70.**

1. Distillation is the defining test if there is a conflict with evaporation.
2. c Distillation temperature of 350 °F.
3. d Elastic recovery is the defining test if there is a conflict with torsional recovery.

C. **Water and Additives**

Water shall be of such quality that the asphalt will not separate from the emulsion before the micro-surfacing is in place on the pavement. If necessary for workability, a set-control agent that will not adversely affect micro surfacing may be used.

D. **Mineral Filler**

Mineral filler shall be any recognized brand of non-air entrained Portland cement or hydrated lime that is free of lumps. The type and amount of mineral filler needed shall be determined by the laboratory mix design. An increase or decrease of less than one percent may be permitted when the micro surfacing is being placed if it is found to be necessary for better consistency or set times.

E. **Aggregate**

The mineral aggregate used shall be of the type and grade specified for the particular use of the slurry seal. It shall consist of 100% crushed material with no rounded particles. The material shall be free from vegetable matter and other deleterious substances. All aggregate shall be free of caked lumps and oversize particles. Aggregate should be volcanic in origin and black in color.

Aggregate must comply with the requirements in the following tables:

TYPE III	
Sieve Size	**Percentage Passing**
3/8” (9.5 mm)	100
No. 4 (4.75 mm)	70-90
No. 8 (2.36 mm)	45-70
No. 16 (1.18 mm)	28-50
No. 30 (600 um)	19-34
No. 200 (75 um)	5-15

Test	**California Test**	**Requirement**
Sand Equivalent (Min.)	217	65
Durability Index (Min.)	229	60
Percentage of Crushed Particles (Min.) 1	205	100%
Los Angeles Rattler Loss at 500 Rev. (Max.) 2	211	35%

F. **Fiber**

Fiber shall be added to the **Type III Micro Surfacing ONLY.** Fiber used shall be FORTA Surface-EXT fiber, or equivalent alkali and acid resistant fiber, meeting the following specifications. It shall be cut to

¼" to ½" in length by an automated fiber cutter system installed on truck. The fiber shall be added to the micro surfacing mix at the rates outlined below. The fiber shall meet the following requirements:

Test	**Requirement**
Linear Weight of Roving (tex.) ISO 1889	2,500 min
Linear Weight of Strand (tex.) ISO 1889	82 min
Moisture Content (%) ISO 3344	0.35 max
Specific Gravity (g/cm3)	2.68
Softening Point (ºC)	860 min
Tensile Strength (MPa)	**1,700 min**

12.03 Mix Design (Submittal)

At least 10 working days before micro surfacing placement commences, the Contractor shall submit to the Engineer for approval a laboratory report of tests and a proposed mix design covering the specific materials to be used on the project.

The micro surfacing mix design must comply with the requirements shown in the following table:

A. **Micro Surfacing Mix Design Requirements**

Quality characteristics	Test method[a]	Requirement
Wet cohesion At 30 minutes (set) (min, kg-cm) At 60 minutes (traffic) (min, kg-cm)	Technical Bulletin 139	 12 20
Excess asphalt (max, g/m2)	Technical Bulletin 109	540
Wet stripping (min, %)	Technical Bulletin 114	90
Wet track abrasion loss 6-day soak (max, g/m2)	Technical Bulletin 100	810
Displacement Lateral (max, %)	Technical Bulletin 147A	5
Classification compatibility (min, grade points)	Technical Bulletin 144	(AAA, BAA) 11
Mix time at 25 °C (min)	Technical Bulletin 113	120 seconds

[a]Test methods are by the International Slurry Surfacing Association.

The original laboratory report shall be signed by the laboratory that performed the tests and mix design and shall show the results of the test on individual materials, comparing their values to those required by the specifications. The report shall clearly show the proportions of aggregate, filler, water (minimum and maximum), set control additive, and asphalt solids content (minimum and maximum) based on the dry mass of aggregate. The laboratory shall also report the quantitative effects of moisture content on the unit mass of the aggregate (bulking effect). Previous laboratory reports covering the same materials may be accepted provided they are made within the previous 12 months. The mix design will further show

recommended changes in cement, water and additive proportions for high temperature weather conditions by reporting proportions of materials required for 60 seconds of mix time with materials heated to 38°C. This 38°C mixing report will not be required for projects requiring nighttime application or application in cool weather conditions.

All the component materials used in the mix design shall be representative of the materials proposed by the contractor to be used on the project.

Once the proportions of materials to be used are approved by the Engineer, no substitution of other materials will be permitted unless the materials proposed for substitution are first tested and a laboratory report is submitted for the substituted design as specified above. Substituted materials shall not be used until the mix design for those materials is approved by the Engineer.

B. **Proportioning**

Aggregate, mineral filler, asphalt emulsion, water, and additives, including set-control agent if used, shall be proportioned by volume utilizing the mix design approved by the Engineer. If more than one kind of aggregate is used, the correct amount of each kind of aggregate to produce the required grading shall be proportioned separately, prior to adding the other materials of the mixture, in a manner that will result in a uniform and homogeneous aggregate blend.

The percentages of each individual material required shall be shown in the laboratory report. Adjustments may be required during the construction, based on field conditions.

The component materials shall be within the following limits:

Residual Asphalt	6.5% to 13.5% by dry weight of aggregate
Mineral Filler	0% to 3% by dry weight of aggregate
Additive	As needed
Water	As required to produce proper mix consistency
Fiber	Minimum 0.20% by dry weight of aggregate

The completed mixture, after addition of water and any set-control agent, shall be such that the micro-surfacing mixture has proper workability and (a) will permit a traffic flow without pilot-car-assisted traffic control on the micro surfacing within one hour after placement, and (b) will prevent development of bleeding, raveling, separation or other distress. However, when ambient temperatures are below 55°F traffic may not be permitted on the micro surfacing until it has sufficiently cured. The time for sufficient curing shall be mutually agreed upon between the contractor and the Engineer.

The aggregate shall be proportioned using a calibrated belt feeder. The emulsion shall be proportioned to the aggregate. Any variable rate emulsion pump, if used, shall be calibrated and sealed.

The delivery rate of aggregate and emulsion shall be calibrated according to equipment manufacturers' recommendations in the presence of the engineer. Calibrations done within the last 6 months can be accepted following a single point verification check.

The emulsion and aggregate used in the JMF must be the same as that used for the calibration and for the job.

The aggregate belt feeder shall deliver aggregate to the pugmill with such volumetric consistency that

the deviation for any individual aggregate delivery rate check-run shall not exceed 2.0 percent of the mathematical average of three runs of at least 3 tons in duration each. The emulsion pump shall deliver emulsion to the pugmill with such volumetric consistency that the deviation for any individual delivery rate check-run shall be within 2.0 percent of the mathematical average of three runs of at least 300 gallons each in duration. The water pump shall deliver water to the pugmill with such volumetric consistency that the deviation for any individual delivery rate check-run shall be within 2.0 percent of the mathematical average of three runs of at least 300 gallons each in duration.

The emulsion storage located immediately before the emulsion pump shall be equipped with a device which will automatically shut down the power to the emulsion pump and aggregate belt feeder when the emulsion level is lowered sufficiently to expose the pump suction line.

The belt delivering the aggregate to the pugmill shall be equipped with a device to monitor the quantity of aggregate being delivered. This device shall have an interlock and shutdown the mix operation if aggregate flow is interrupted. To avoid erroneous shutdown by normal fluctuation, a delay of 3 seconds between sensing and shutdown of the operation will be permitted.

Each piece of equipment used on the jobsite shall be CT MPQP Certified or have calibration sheets and shall show vehicle identification numbers and shall be provided to the Engineer

12.04 Equipment

The self-propelled mixing machine shall be equipped with a continuous flow pug mill capable of accurately delivering and automatically proportioning the aggregate, emulsified asphalt, water and additives to a double shafted, multi-blade pug mill mixer.

A minimum of three operational truck mount mixing machines or a single continuous machine with three feeder trucks shall be maintained on the project. The mixed material retention time in the pug mill shall be sufficient to ensure homogeneous mixing prior to delivery to the spreader box. If equipment has pugmill retention gates for start-up, then they must remain fully open during placement operations. The mixing machine shall have sufficient storage capacity of aggregate, emulsified asphalt, and water to maintain an adequate supply to the proportioning controls. All indicators required in the section entitled “Proportioning” shall be in working order prior to commencing mixing and spreading operations.

Mixer-spreader trucks or continuous pavers shall be equipped to proportion emulsion, water, aggregate, and set-control additives in accordancy with the mix design. All rotating and reciprocating equipment on mixer-spreader trucks shall be covered with metal guards.

The mixer-spreader truck or continuous pavers shall not be operated unless all low-flow and no-flow devices and counters are in good working condition and functioning and all metal guards are in place. All indicators required by these Technical Specifications shall be visible while walking alongside the mixer-spreader truck.

Aggregate feeders shall be connected directly to the drive on the emulsion pump or shall have electronic synchronization to maintain the ratio between the conveyor and emulsion pump. (If electronic synchronization is utilized, an out of synchronization detection must be utilized to shut down operation if variance of more than 3% for 3 seconds occurs. The drive shaft of the aggregate feeder shall be equipped with a counter.

The identifying numbers on the equipment shall be at least 2 inches in height, located on the front and rear of the vehicle.

The accelerated curing slurry seal mixture shall be spread by means of a spreader box conforming to

the following requirements:

The spreader box shall be capable of spreading a traffic lane width. The mixture shall be agitated and spread uniformly in the surfacing box by means of twin-shafted paddles or spiral augers fixed in the spreader box. A front seal shall be provided to insure no loss of the mixture at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved and a free flow of material is provided to the rear strike-off. The sides of the box shall be in contact with the pavement to positively prevent loss of material from the ends of the box. The spreader box shall have suitable means provided to side shift the box to compensate for variations in the pavement geometry. A burlap drag or other approved screed may be attached to the rear of the spreader box to provide a highly textured uniform surface. A secondary rubber screed can also be used. Any strikeoffs or drags shall be cleaned to prevent drag marks and poor surface textures.

Spreader box skids shall be maintained in such manner as to prevent chatter (wash boarding) in the finished mat. Rear flexible strike-off blades shall make continuous contact with the pavement. The applicator box shall be designed and operated such that a uniform texture is achieved in the finished surface of the micro surfacing.

12.05 Placement

The mixture shall be placed uniformly by means of a spreader box attached to the paver and mechanically equipped, if necessary, to agitate and spread the material evenly throughout the box. With some quick-set systems, mechanical agitation may extend mix time. The slurry seal mixture shall have the proper consistency as it enters the spreader box. Spraying of additional water in the spreader box is not recommended.

A. **Placing**

TEST STRIP

A. The Contractor shall construct a test strip for evaluation by the Engineer on the first day of the project. The test strip shall be 300 feet (100 m) to 500 feet (150 m) long and shall consist of the application courses specified. The test strip shall be constructed at the same time of day or night that the full production of accelerated curing slurry seal will be placed and may be constructed in 2 days or nights when multiple course applications are specified.

B. The Engineer will evaluate the completed test strip after 1 hour to determine if it is ready for straight rolling traffic. If the mix is not ready the engineer may evaluate after an additional hour. If the test strip is determined to be acceptable, work may commence immediately. If the mix design or the placement procedure is determined by the Engineer to be unacceptable, the test strip will be rejected, the Contractor shall make modifications, and a new test strip shall be constructed on the next available working day and evaluated by the Engineer using the same criteria.

C. The cost of materials and placement of the test strips, which have been rejected, shall be borne by the Contractor and will not be considered as part of the contract work. If ordered by the Engineer, rejected test strips shall be removed at the Contractor’s expense.

Following approval of the test strip, the micro surfacing mixture shall be spread on the existing surfacing within the rate specified.

Micro surfacing shall only be placed when the ambient and pavement surface temperature is 50°F minimum and rising. Micro surfacing shall not be placed if rain is falling or is imminent or if there is the possibility that the finished product will freeze within 24 hours.

Before placing the micro-surfacing, the pavement surface shall be cleaned by sweeping, flushing or other means necessary to remove all loose particles of paving, all dirt and all other extraneous material.

The surface may be fogged with water directly preceding the placement of the slurry seal. The mixture shall be of the desired consistency when deposited on the surface. No lumping, balling, or unmixed aggregate shall be permitted. No segregation of the emulsion and aggregate fines from the coarse aggregate will be permitted. If coarse aggregate settles to the bottom of the mix, the slurry will be removed from the pavement. No excessive breaking of the emulsion will be allowed in the spreader box. No streaks such as those caused by oversize aggregate will be left in the finished pavement.

Longitudinal joints shall correspond with the edges of traffic lanes. The Engineer may permit other patterns of longitudinal joints, if such patterns will not adversely affect the quality of the finished product, as determined by the Engineer.

Building paper shall be placed at transverse joints, over previously placed micro-surfacing, or other suitable methods, approved by the Engineer, used to avoid double placement of micro surfacing. Hand tools shall be available in order to remove spillage. Ridges or bumps in the finished surface shall not be permitted.

Transverse and longitudinal joints shall be :

I. Uniform
II. Straight
III. Neat in appearance
IV. Without excess buildup
V. Without gaps or uncovered areas
VI. Transverse joints must be butt-type and shall not overlap with previous joints.
i. Longitudinal joints shall be placed on centerlines, lane lines, edge lines or shoulder lines unless approved by the Engineer and shall not overlap more than four (4) inches.

All gutter spills must be cleaned immediately. Adequate means shall be provided to protect the micro surfacing from damage by traffic until such time that the mixture has cured sufficiently so that the micro surfacing will not adhere to and be picked up by the tires of vehicles.

Contractor shall sweep the micro surfacing 24 hours after placement without damaging the new surface.

Micro surfacing application will **be stopped each day by 2:00 pm to allow sufficient time to cure** prior to opening streets to traffic.

All streets must be open to traffic by **4:00 PM each weekday**.

Type III micro surfacing shall be spread at a **minimum rate of 25 lbs of dry aggregate per square yard.**

The exact rate will be determined by the Engineer after taking into account the surface demand of the pavement, the size of the largest particles of aggregate and using the specific mass of the aggregate determined in the mix design. The completed spread shall be within 10 percent of the minimum rate stated previously above or the application will be rejected.

Micro surface leveling course shall not be covered in less than 5 calendar days.

12.06 Rolling

The Type III micro surfacing surface shall be rolled after the surfacing coat has cured sufficiently so as

not to pick up on the equipment tires, but not more than 2 hours after placement. The roller(s) shall be five ton (5) self-propelled pneumatic roller(s), with tire pressure of 50 psi and a water spray system. The Type III micro surfacing application shall be given a minimum of three complete passes with the roller.

12.07 Post Sweeping

Self-propelled truck power brooms with top dump shall be used for sweeping. Brooms shall be capable of removing loose aggregates generated by the micro surfacing. **Nylon** gutter brooms shall be the only brooms used. On the day of the actual operation, no sweeping shall take place after placement. During the sweeping, the sweeper shall use only the rear broom, the front brooms shall not be used during this sweeping operation. The Contractor must remove all loose aggregates as required by the Engineer. Water shall be used at all times during sweeping to contain fugitive dust.

Three (3) sweepings shall be performed after placement of the micro surfacing to remove all loose aggregates. The initial sweeping shall be performed 24-72 hrs after the micro surfacing has been applied to the street. The two (2) remaining sweepings shall be performed prior to application of the Type II Micro Surfacing Wearing Course.

The self-propelled power broom may not be able to pick up loose aggregates in some locations, thus the Contractor shall remove the loose aggregates in these locations using a vacuum sweeper or other acceptable means, as approved by the Engineer. At the time of each sweeping, all loose materials shall likewise be removed from the sidewalks, driveways, landscaped areas, and properties adjacent to the work area either manually or by any other means acceptable to the Engineer.

The contractor shall provide a proposed post sweeping schedule to the engineer for approval at the same time the street schedule is provided to the engineer for approval.

12.08 Measurement and Payment

Full compensation for furnishing all the labor, materials, tools, equipment, incidentals and with all work involved in placing the micro-surfacing, complete including testing for and furnish mix design, cleaning the surface, furnishing added water and set-control additives, fibers, mixing water with asphalt emulsion for coating the pavement, rolling and protecting the micro surfacing until it has set, as shown on the plans, and as specified in these special provisions, and as directed by the Engineer shall be considered as included in the contract price paid per square yard of the treatment system identified.

ARTICLE 13 – Type II Micro Surfacing Wearing course

13.01 General

Contractor shall apply a Type II Micro Surfacing Wearing Course over the treatment system identified in the locations and to the limits specified on the plans and as directed by the Engineer. Type II micro surfacing wearing course shall conform to the requirements for Type III micro surfacing of these specifications with the following changes.

No fiber is required in the Type II micro surfacing wearing course.

TYPE II Gradation	
Sieve Size	**Percentage Passing**
3/8” (9.5 mm)	100

No. 4 (4.75 mm)	94-100
No. 8 (2.36 mm)	65-90
No. 16 (1.18 mm)	40-70
No. 30 (600 um)	25-50
No. 200 (75 um)	5-15

13.02 Placing

Type II micro surfacing shall be spread at a minimum rate of 12 lbs of dry aggregate per square yard.

13.03 Sweeping

Sweep prior to placing micro surfacing top layer.

13.04 Post Sweeping

Self-propelled power brooms shall be used that are capable of removing loose aggregates generated by the micro surfacing. Nylon gutter brooms shall be the only brooms used. On the day of the actual operations, no sweeping shall take place. Three (3) sweepings shall be performed after placement of the micro surface to remove all loose aggregates. The Contractor must remove all loose aggregates as required by the Engineer.

During the sweeping, the sweeper shall use only the rear broom, the front brooms shall not be used during this sweeping operation. The initial sweeping shall be performed no sooner than three (3) and no more than five (5) calendar days after the slurry has been applied to the street. The two (2) remaining sweepings shall be performed no sooner than two (2) weeks and no later than five (5) weeks after the micro surface has been applied to the street. The final sweeping on cul-de-sacs shall be performed no sooner than four (4) weeks and no later than six (6) weeks after the micro surface has been applied to the street. The self-propelled power broom may not be able to pick up loose aggregates in some locations, thus the Contractor shall remove the loose aggregates in these locations using a vacuum sweeper or other acceptable means, as approved by the Engineer.

At the time of each sweeping, all loose materials shall likewise be removed from the sidewalks, driveways, landscaped areas, and properties adjacent to the work area either manually or by any other means acceptable to the Engineer. The Contractor shall use water on these sweepings to achieve dust removal and the aggregates shall be salvaged and removed from the job site.

Up to three (3) additional sweepings shall be performed as directed by the Engineer to remove all loose aggregates from sidewalks, driveways, adjacent private property areas, and the street gutter, and the excess aggregates shall be salvaged and stockpiled at a designated location or removed from the job site.

13.05 QUALITY ASSURANCE

A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the method needed for proper performance of the work of this Section.

B. Crew superintendent shall have all of the paperwork on hand to expedite the work including, but not limited to:
    a. Specifications for the project
    b. Mix designs
    c. Street schedule
    d. Emergency phone numbers

C. All equipment used during the construction process shall be maintained in good working order. Equipment shall be free from oil leaks and all parts of the equipment should function as intended by the equipment manufacturer.

D. For Emulsion Delivered to the jobsite, take 1-sample for every truckload in the presence of the Engineer from the delivery truck, at midload, from a sampling tap or thief, as follows:
    a. Use a wide mouth 1 quart plastic sample containers, metal is not permitted
    b. Draw and discard the 1st gallon
    c. Take 2 separate 1-quart samples
    d. Label the samples with:
        i. Supplier
        ii. Date of sample
        iii. Type of material
        iv. Agency name
        v. Project name
    e. Provide both samples to the Engineer or Inspector for testing.

Provide both samples to the Engineer or Inspector for testing.

13.06 Measurement and Payment

Full compensation for furnishing all the labor, materials, tools, equipment, incidentals and with all work involved in placing the micro-surfacing, complete including testing for and furnish mix design, cleaning the surface, furnishing added water and set-control additives, mixing water with asphalt emulsion for coating the pavement, rolling and protecting the micro surfacing until it has set, as shown on the plans, and as specified in these special provisions, and as directed by the Engineer shall be considered as included in the contract price paid per square yard of the treatment system identified and no additional compensation will be allowed.

ARTICLE 14 – POLYMER MODIFIED ASPHALT RUBBER (PMAR) CHIP SEAL (MIDDLE LAYER)

14.01 Scope

This work shall consist of placing and finishing a single application of PMAR binder material and pre- coated aggregate where shown on the plans, as specified in these technical specifications, and as directed by the Engineer.

Qualification of PMAR Binder Manufacturer/Applicator: The contractor will be required to pre-qualify with this specifying agency the PMAR manufacturer/applicator process and/or subcontractor or supplier. The data required to be submitted for qualification approval will include experience records and equipment list indicating ability to comply with the specification. The PMAR applicator must have constructed a minimum of three PMAR Chip Seal applications (SAM or SAMI) over existing pavements that have been in place at least three years under traffic.

14.02 Materials

A. **Asphalt Cement**

The type and grade of PG asphalt cement utilized to manufacture the PMAR binder shall be PG 64-16 or 58-22.

B. **Granulated Reclaimed Tire Rubber**

Reclaimed Tire Rubber (RTR)

The materials used shall conform to the current requirements for rubberized chip seal grant funding of California's Department of Resources Recycling and Recovery (CalRecycle), including that the Asphalt-Rubber binder material must contain a minimum of 300 pounds (equivalent to 15% by weight) of tire- derived crumb rubber per ton of rubberized binder, and 100% of the tire-derived crumb rubber shall be derived from California waste tires.

The RTR shall be produced primarily from the processing of automobile and truck tires. The rubber shall be produced by ambient temperature grinding processes only. The SBS polymer shall be a linear type of polymer with a molecular weight sufficient enough to meet the end result physical binder requirements. The gradation of the RTR and SBS Polymer when tested in accordance with ASTM C- 136 (dry sieve only) and using a 100 gram sample, shall meet the requirements in Table 1.

Table 1 RTR and SBS Polymer Grading Requirements

Sieve Size	Reclaimed Tire RTR Percent Passing	SBS Polymer Percent Passing
#8 (2.36 mm)	100	Per PMAR Binder manufacturer
#10 (2 mm)	95-100	Per PMAR Binder manufacturer
#16 (1.18 mm)	45-75	Per PMAR Binder Manufacturer
#30 (600 µm)	2-20	Per PMAR Binder Manufacturer
#50 (300 µm)	0-10	Per PMAR Binder Manufacturer
#200 (75 µm)	---	---

The use of RTR from multiple sources is acceptable provided that the overall blend of rubber meets the gradation requirements.

The individual RTR particles, irrespective of diameter, shall not be greater in length than 3/16 of an inch (5mm).

The RTR shall have a specific gravity of 1.15 ± 0.05, and shall be free of loose fabric, wire and other contaminants except that up to 4 percent (by weight of rubber) calcium carbonate or talc may be added to prevent the rubber particles from sticking together. The rubber shall be sufficiently dry so as to be free flowing and not produce a foaming problem when blended with the hot asphalt cement. The RTR and SBS Polymer shall be accepted by certification from the approved supplier.

C. **Polymer Modified Asphalt Rubber (PMAR) Binder**

The temperature of the PG asphalt cement shall not be less than 375° F (190° C) nor more than 425° F

(220° C) when the RTR and the SBS Polymer are homogenously blended. The combined materials shall be reacted for a minimum of 60 minutes after the complete incorporation of all the RTR and SBS Polymer. The PMAR binder shall meet the requirements in Table 2, when the reaction is complete.

Table 2 **Specification Limits for PMAR binder**

Apparent viscosity, 375° F, centipoises (ASTM D7741)	Min Max	1500 3500
Cone Penetration, 77° F (25° C), 150g, 5 sec; 1/10 dm (ASTM D217)	Min	20
Softening Point, °F (° C) (ASTM D36)	Min	155° F (68° C)
Resilience, 77° F (25° C), % rebound (ASTM D5329)	Min	35

The viscosity test shall be conducted by using a hand-held HAAKE or RION VISCOMETER, with rotor 1, 24mm in depth x 53mm in height, or equivalent.

If material in a batch of PMAR binder is not used with-in six hours after the reaction period is complete, heating of the material shall be discontinued. When the PMAR binder temperature cools below 375° F (190° C) and is then reheated, it shall be considered a reheat cycle. The total number of reheat cycles shall not exceed two (2). The binder material shall be uniformly reheated to a temperature of not less than 375° F (190° C). Additional scrap tire CRM may be added to the reheated PMAR binder and reacted for a minimum of 45 minutes and shall not exceed 10 percent of the total binder weight. Reheated PMAR binder shall conform to the requirements for blended PMAR binder.

Polymer Modified Asphalt Rubber Blend Design Profile (BDP Submittal)

The PMAR supplier, shall furnish to the Engineer within 15 days of the notice to proceed, the PMAR formulation shall contain the following information:

- PG Asphalt Cement Source and Grade
- Percentage of PG Asphalt Cement by total weight of the PMAR binder
- Reclaimed Tire Rubber (RTR) Source and Grade
- Percentage of RTR by total weight of the PMAR binder
- SBS Polymer Source and Grade
- Percentage of SBS Polymer by total weight of the PMAR binder.

If RTR or Polymer from more than one source is to be utilized, then the above information will be required from each source.

PMAR Quality Control Plan

The Polymer Modified Asphalt Rubber binder supplier/manufacturer shall furnish to the Engineer within 15 days of the notice to proceed the Polymer Modified Asphalt Rubber Quality Control Plan. The Plan shall provide the following minimum data:

- A Blend Design Profile (BDP) confirming compliance of the Polymer Modified Asphalt Rubber binder properties at 6 hours and at a 24-hour period (See Section 2.5).

- Testing of PG Asphalt Cement for specified properties once per 250 tons of Polymer Modified Asphalt Rubber binder production.

- Testing of RTR for specified properties every lot (truck load) utilized on the project.

- Testing of Polymer Modified Asphalt Rubber binder for specified properties once per 250 tons of production.

Testing shall be performed by a laboratory accredited in the applicable methods by the AASHTO Materials Reference laboratory. **Results of testing shall be reported to the Engineer within 7 working days of the time the sample was taken. All testing shall be at the expense of the Polymer Modified Asphalt Rubber supplier/manufacturer.**

D. **Aggregate Cover Material**

Aggregate shall be composed of clean and durable crushed rock or crushed gravel conforming to the following requirements:

Proposed aggregate samples shall be submitted to the PMAR supplier prior to the preparation of the Vialit Test to test the aggregate for stripping characteristics. All testing results shall be submitted to the project engineer.

If the aggregate is to be crushed stone, it shall be manufactured from sound, hard, durable material of accepted quality and crushed to specification size. All strata, streaks and pockets of clay, dirt, sandstone, soft rock or other unsuitable material accompanying the sound rock shall be discarded and not allowed to enter the crusher.

If the aggregate material is to be crushed gravel, it shall consist of hard, durable fragments of stone or gravel of accepted quality and crushed to specification size. All strata, streaks, pockets of sand, excessively fine gravel, clay or other unsuitable material including all stones, rocks and boulders of inferior quality shall be discarded and not allowed to enter the crusher. The crushing of the gravel shall separate the #4, 3/8 and 1/2 inch sieves and shall have a minimum of 95% of the particles with a minimum of one mechanically fractured face and 90% of the particles shall have a minimum of two mechanically fractured faces.

The crushed aggregate or crushed gravel shall not contain more than 8% by weight of flat or elongated pieces and shall be free from wood, roots and vegetable or other organic extraneous matter. The 3/8- inch crushed aggregate or crushed gravel shall have a minimum Cleanness Value (CV) of 80 and shall have a percentage of wear not more than 7 percent at 100 revolutions and not more than 30 percent at 500 revolutions, as determined by ASTM C131 or California Test Method 211.

The crushed aggregate for PMAR binder applications shall meet the requirements for gradation given in Table 3.

If the aggregate material is to be from Recycled Asphalt Pavement (RAP) it shall be produced by crushing asphalt concrete pavement, free of detrimental quantities of deleterious materials, and have a minimum sand equivalent of 80 when tested in accordance with California Test 217. Grading shall conform to the requirements shown in Table 5.

Table 3 **3/8-inch PMAR Aggregate Gradation**

Sieve Size	Percent Passing
1/2 inch (12 mm)	95-100

3/8 inch (9 mm)	70 – 85
1/4 inch (4.75 mm)	0 – 15
#8 (2.36 mm)	0 – 5
#200 (75 µm)	0 – 1
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The aggregate shall be pre-coated or hot pre-coated with 0.5 to 1.0 percent emulsified asphalt or PG asphalt cement. The pre-coated aggregate shall have a “salt and pepper” appearance and when used hot shall be supplied to the project site at 250° F to 325° F (121° C to 162° C). When Recycled Asphalt Pavement (RAP) is used as aggregate, it shall not be preheated or precoated with asphalt.

14.03 Aggregate Retention Testing - Method For Vialit Test For Chip Seal Design

European Standard EN12272-3, as modified for hot spray applied rubberized/polymer chip seal binders shall be performed on the proposed binder and aggregate combination to show compatibility. Results shall be submitted at least 10 days prior to the start of the project for Engineer approval.

A. **Scope**

This method is an indicator of aggregate retention for hot applied chip seal, pavement preservation surface treatments.

1. **Summary of Method**

Hot applied, modified binder materials are applied at 79 grams (.42 gal/sy) to standard size, clean and dry, stainless-steel plates. Exactly one hundred (100) washed and graded aggregate particles are embedded into the required binder type. The sample is allowed to cure under specified conditions. Following this cure, the individual plates are conditioned at three different temperatures for 30 minutes. Then a 500-gram steel ball is dropped three (3) times from a distance of 50 cm (20 inches) onto the inverted stainless-steel plates. The results are recorded at percent aggregate retention with 90% retention being the minimum allowable value.

2. **Steps for Modified Test Method**

1) Hot asphalt cement/modified binder is pre-heated to approximate application temperature (330° F [165° C] to 375° F [190° C]).

2a) Tare weight of plate is recorded.

2b) Individual plates are pre-heated in an oven to a minimum of 330° F (165° C). 2c) 79 grams of asphalt cement/modified binder applied to each plate.

2d) Plates are returned to the 330° F (165° C) minimum temperature oven for 15 minutes.

2e) Plates are removed from the oven and placed on a warm hotplate and the binder is spread and smoothed with a hot blade.

2f) Application weight is verified and adjusted as needed.

2g) 100 particles of washed and graded aggregate, meeting the project specification requirements, are

applied in a 10 x 10 matrix, with the plate still on the warm hotplate.

2h) Three (3) plates are prepared for each combination of binder and aggregate.

Plates are again returned to the 330° F (165° C) minimum temperature oven for 15 minutes.

4a) Plates are removed from the oven and allowed to cool at room temperature for four to six hours.

4b) Once the room temperature cure is complete, individual plates are conditioned for 30 minutes at each of the following temperatures: 41° F (5° C), 14° F (-10° C) and -8° F (-22° C).

After the 500-gram steel ball has been dropped three times on each of the three samples, report the number of stones attached as percent aggregate retention at test temperature.

3. **Purpose of Vialit Aggregate Retention Test**

It should be the contractor/agencies responsibility as partners to construct a quality pavement preservation chip seal project. There needs to be insurance that good adhesion occurs between binder and aggregate, at the time of placement. The Vialit Retention Test provides a method to assess the active adhesivity of the binder and the aggregate being utilized in conditions, which simulate actual project variables and environment.

14.04 Equipment

A. **Self-Contained Sweeper Trucks**

The equipment used by the contractor for pavement cleaning and excess aggregate removal shall be self-contained sweeper trucks with water tanks. All brooms shall be inspected and be in good working order. Operator shall use water at all times during the sweeping process to reduce fugitive dust.

B. **PMAR Equipment**

All equipment utilized in the production and application of PMAR binder material shall be described as follows:

1. A Polymer Modified Asphalt Rubber mechanical blender shall have a two-stage continuous mixing process capable of producing a homogenous blend of PG asphalt cement, RTR and SBS Polymer, at the BDP ratios. This unit shall be equipped with a granulated rubber feed system capable of supplying the PG Asphalt Cement feed system, as not to interrupt the continuity of the blending process.

2. The maximum capacity of the primary blending vessel shall be 500 gallons (1900 liters). Both the primary and secondary blenders shall be equipped with an agitation device orientated horizontally in the blending vessel. The blending unit shall be capable of fully blending the individual modifier particles (RTR and SBS Polymer) with the PG asphalt cement. A separate PG asphalt cement feed pump and finished product pump are required. This unit shall have a PG asphalt cement totalizing meter in gallons and a flow rate meter in gallons per minute.

3. A trailer mounted self-powered distributor truck equipped with a heating unit, and an internal mixing device capable of maintaining a uniform mixture of PG asphalt cement, RTR and SBS Polymer. It shall be equipped with a full circulating spreader bar and pumping system capable of applying the Polymer Modified Asphalt Rubber material within ± 0.05

gallons per square yard tolerance of the specified application rate, and must achieve a uniform covering of the surface to be treated. The distributor shall have a boot board on the rear of the vehicle and a bootman shall accompany the distributor. The bootman shall ride in a position so that all the spray bar tips are in full view and readily assessable for unplugging, if a plugged tip should occur. The distributor shall also require a thermometer and a computer rate control (CRC).

C. **Aggregate Cover Material Spreader**

The cover material (chip) spreader shall be a self-propelled machine with an aggregate receiving hopper in the rear, belt conveyors to carry the pre-coated aggregate to the front, and a full width spreading hopper. The spreader shall be in good mechanical condition and shall be capable of applying the cover aggregate uniformly across the spread width and at the specified application rate, and heat-treated belts should be installed on the chip spreader.

D. **Rolling Equipment**

Sufficient rollers shall be used to cover the width of the aggregate spread with one pass. The first pass shall be made immediately behind the aggregate spreader as the aggregate is being placed. Three (3) complete passes with the pneumatic tire rollers shall be made. The pneumatic-tired rollers shall carry a minimum loading of 3,000 pounds on each wheel and a minimum pressure of 90 pounds per square inch in each tire. Foam filled tires can be utilized.

E. **Hauling Equipment**

Trucks for hauling the pre-coated cover aggregate shall be tailgate discharge and shall be equipped with a device to lock onto the hitch of the cover material spreader. Haul trucks shall also be compatible with the cover aggregate spreader so that the dump bed will not push down on the spreader when fully raised or have too short of a bed which results in aggregate spillage while dumping into the receiving hopper.

14.05 Construction Methods

A. **General**

Immediately prior to the application of the PMAR binder chip seal application, the surface shall be clean in order to insure adequate adhesion of the PMAR to the existing pavement surface.

Micro surface level course shall not be covered in less than 7 calendar days but must be covered with 14 calendar days of placement.

PMAR Chip Seal is to be covered by final lift of micro surfacing within 4 calendar days after placement.

B. **Weather Conditions**

PMAR binder chip seal application shall be applied only when the existing surface is dry, and the atmospheric temperature is at least 65° F and rising. No material shall be applied when predicted chance of rain is higher than 75 % or when the wind is in excess of 20 mph, as directed by the Engineer.

C. **PMAR Binder – Mixing and Reaction**

The percentage of Reclaimed Tire Rubber RTR shall be 15 – 18 percent by weight of the total PMAR binder. The exact RTR and SBS Polymer content shall be determined by the BDP submitted by the PMAR supplier/manufacturer. During membrane placement the RTR percentage shall not fluctuate by more than 1

(one) percent by weight of total PMAR mixture. The SBS Polymer shall be 1.5 – 3 percent, which will replace an equal percentage of the Reclaimed Tire Rubber CRM.

The temperature of the PG asphalt cement shall be between 375° F and 425° F (190° C and 220° C) at the addition of the CRM and SBS Polymer. The PG asphalt cement, RTR and SBS Polymer shall be combined and mixed together in the PMAR blending unit, and reacted in the agitated distributor or agitated reaction vessel for a minimum of 60 minutes from the time the CRM and SBS Polymer are completely added to the PG asphalt cement. The temperature of the PMAR mixture shall be above 350° F (176° C) during the reaction period, but shall not exceed 425° F (220° C) at any time. Exceeding the 425° F (220° C) limit will be grounds for rejection of the affected binder material.

When a job delay occurs after full reaction, the PMAR binder may be allowed to cool. The PMAR binder shall be re-heated slowly just prior to application to a temperature between 375° F and 400° F (190°C and 205° C) An additional quantity of asphalt cement and / or RTR may be added as required to produce a material with the appropriate viscosity.

D. **Application of PMAR Binder**

Placement of the PMAR binder shall proceed only under the following conditions:

1. The atmospheric temperature shall be at least 65° F and rising.
2. The atmospheric temperature shall not exceed 105° F.
3. The pavement surface temperature shall be at least 65° F and rising.
4. The pavement surface is clean and dry.
5. The wind conditions do not exceed 20 mph.
6. All of the construction equipment such as the Asphalt-Rubber distributor, aggregate spreader, haul trucks loaded with cover material, rollers and brooms are in position and ready to commence placement operations.
7. Chance of rain does not exceed 75%.

PMAR binder shall be applied to the roadway at a rate of 0.60 to 0.70 gallons per square yard.

Distributor bar height, tip size, distribution, speed and shielding materials shall be utilized to reduce the effects of excess wind upon the spray distribution (fan), of each binder. The Engineer shall delay or reschedule work when high gusting or dusty winds in excess of 20 mph prevent or adversely affect binder or aggregate application.

The application of PMAR binder to areas not accessible with the distributor bar on the distributor truck shall be accomplished by using a squeegee or other means approved by the Engineer.

The contractor shall comply with all Federal, State and Local environmental laws, regulations and ordinances.

E. **Application of Aggregate Cover Material**

The 3/8-inch cover material shall be applied immediately onto the PMAR membrane at a rate of 28 to 32

pounds per square yard. The actual rate selected within this range will be determined in the field based on the appearance of the PMAR chip seal after initial rolling.

At the time of application, the temperature of the aggregate shall range from 225° F to 325° F. If Recycled Asphalt Pavement (RAP) is used as aggregate, this does not apply.

F. **Rolling**

Sufficient rollers shall be used for the initial rolling to cover the width of the aggregate spread with one pass. The first pass shall be made immediately behind the cover material spreader (chip-box) as the aggregate is being placed. If the spreading is stopped for an extended period, the cover material spreader (chip-box) shall be moved ahead or off the chip seal surface so that all cover material may be immediately rolled. Three complete passes shall be made with the pneumatic rollers. If a steel wheel roller is used, the pneumatic tire rollers shall be operated in front of the steel wheel roller.

G. **Sweeping**

Sweeping shall be a multi-step operation following final rolling of the aggregate. Mechanical pickup brooms shall be used to remove loose material without dislodging the aggregate set in the PMAR. The initial sweeping shall be performed within one-hour from the start of the PMAR Chip Seal placement. The number of sweepers shall be determined by the amount of production for the day. One operational sweeper shall be working for every 10,000 square yards of chip seal placed for the day. Therefore, if a contractor is intending to perform 30,000 square yards per day, a minimum of 3 operated sweepers shall be used throughout the construction process.

The PMAR Chip Seal placement shall be maintained free of loose screenings for a minimum of four days following placement. During this period, the surface shall be swept daily and as necessary to remove any loose cover material as directed by the Engineer. Final sweeping shall be completed, and all loose aggregate shall be removed prior to placing micro surfacing top layer. The sweeping operations shall be accomplished with the use of nylon gutter brooms.

Immediately upon opening the street to traffic, the Contractor shall start removing loose aggregate from parkways, sidewalks, and intersecting streets. Both operations shall continue until all excess or loose aggregate is removed from the roadway surface and abutting adjacent areas.

The speed of the hauling equipment shall not exceed 15 miles per hour when traveling over a membrane that has not had sufficient time to properly set.

14.06 Measurement and Payment

Full compensation for furnishing all the labor, materials, tools, equipment, incidentals and all work involved in placing the PMAR Chip Seal, complete and in place, including testing for and furnishing the mix design, cleaning the surface, mixing and applying the asphalt rubber binder, spreading cover aggregate, rolling, protecting the PMAR Chip Seal until it has set and sweeping, as shown on the plans, and as specified in these technical specifications, and as directed by the Engineer shall be considered as included in the contract unit price per square yard of “Asphalt Rubber Chip Seal – 3 Layer Treatment – Middle Layer” and no additional compensation will be allowed, therefore.

ARTICLE 15 – MISCELLANEOUS CONCRETE AND RELATED ITEMS.

15.01 GENERAL

Concrete curb, gutter, sidewalk, curb ramps, retaining curbs, and retaining walls shall conform to Section 73, "Concrete Curbs and Sidewalks”, Section 90, “Concrete”, and Section 26, “Aggregate Bases”, of the

State Standard Specifications and these special provisions, and City of Benicia Standard Details and Specifications

Existing subgrade surface shall be graded or regraded (if necessary) and re-compacted to conform to the grades shown on the plans.

Where the AB thickness is 0.50 feet or less you may spread and compact the AB in one layer. Where the AB thickness is more than 0.50 feet, spread and compact in 2 or more layers approximately equal in thickness. Compact each AB layer to at least 95 percent relative compaction under California Test 231.

No concrete shall be placed until the Engineer has inspected and approved forms and subgrade. New work shall match existing in finish, score pattern, and color.

Concrete being placed adjacent to existing concrete shall be dowelled into the existing, adjacent concrete except as expansion joints. Dowels shall be of #4 rebar set into ½' diameter holes drilled 4" into existing concrete and extending 8" into the new work. Four-foot sidewalks shall have 2 rebar, curbs shall have 2 rebar, and curb and gutter shall have 3 rebar.

Concrete shall have a minimum of 564 pounds per cubic yard of cementitious material, 4000 psi minimum compressive strength, and 1-inch maximum aggregate.

No admixtures shall be used without approval of the engineer.

Curbs, sidewalks, ramps, retaining curbs, and retaining walls shall have forms removed and be backfilled within 5 days after pouring.

Weakened plane joints at least 1-1/2 inches deep shall be placed at 16 feet on center.

15.02 TYPE "A" CURB & GUTTER, SIDEWALK

Type "A" curb & gutters, and sidewalks shall be constructed in conformance with "Miscellaneous Concrete" of these special provisions, Standard ST-2, "Curbs, Gutter & Sidewalk", of the City of Benicia Standard Plans except that gutter slope at curb ramps shall not exceed 5% and sidewalk cross slope shall not exceed 1½% (except where matching existing) as shown in Detail 1 on Sheet 3 of the plans, and as directed by the Engineer.

15.03 TYPE "A" CURB GUTTER & SIDEWALK WITH RETAINING CURB

Curbs, gutters, and sidewalks and retaining curbs shall be constructed in conformance with "Miscellaneous Concrete" of these special provisions, Standard ST-2, "Curbs, Gutter & Sidewalk" of the City of Benicia Standard Plans except that gutter slope at curb ramps shall not exceed 5% and sidewalk cross slope shall not exceed 1½% (except where matching existing) and with the addition of a retaining curb, as shown in Detail 2 on Sheet 3 of the plans, and as directed by the Engineer.

15.04 RETAINING WALL

Permeable material for use in backfilling the area behind the retaining wall shall be Class 1 and conform to Section 68-2.02F and 72-2.02C of the Standard Specifications. Filter fabric shall conform to Section 96-1 of the Standard Specifications.

15.05 CURB (TYPE "C")

Curb shall be constructed in conformance with "Miscellaneous Concrete" of these special provisions, Standard ST-2, "Curbs, Gutter & Sidewalk", of the City of Benicia Standard Plans as shown on the plans, and as directed by the Engineer. Type "C" curbs shall be used for median and island curbing only.

15.06 TYPE A3 CURBS

Curb shall be constructed in conformance with “Miscellaneous Concrete” of these special provisions, Standard A87A of the Caltrans Standard Plans, 2022, as shown on the plans, and as directed by the Engineer. Type “A3” curbs shall be used for median curbing only.

All new curbs, gutters, sidewalks, retaining curbs, and retaining walls constructed adjacent to existing concrete facilities shall be dowelled to the existing concrete in conformance with Standard ST-3, “Concrete Related Notes”, of the City of Benicia Standard Plans.

The concrete Contractor shall verify locations of all sewer and water laterals before pouring the curb. A stamped “S” and “W” shall be marked on the curb for lateral locations after concrete is poured.

Sidewalk shall be constructed with expansion joints at each BC and EC as well as at driveway approaches. Expansion joints, weakened plane joints, and score marks are to be constructed in conformance with Standard ST-3, “Concrete Related Notes”, of the City of Benicia Standard Plans, as shown on the plans, and as directed by the Engineer.

15.07 CURB RAMP

Curb ramps shall be constructed in conformance with “Miscellaneous Concrete” of these special provisions, Case A, Case B, Case C, and Case G the 2022 State of California’s current Standard Plan A88A and A88B, the project plans, and as directed by the Engineer.

The Curb Ramp has been surveyed and the details shown on the Plans include dimensions and slopes. The Contractor will be required to verify the dimensions and slopes shown on the Plans and then, after approval from the City, proceed to construct the Ramp in accordance with the details shown and the Standard Plans plus any adjustments determined in the field.

Once a curb ramp location has been excavated and removed, the new ramp shall be constructed and in place in not less than 5 working days. Unsupervised excavations for ramps shall be covered and properly barricaded with barricade tape and as otherwise required to create a safe passageway around the ramp excavations. Barricades, blinkers, delineators, and reflective devices shall be maintained at all times during and after normal working hours.

15.08 DETECTABLE WARNING SURFACE

Detectable warning surfaces shall consist of raised truncated domes constructed or installed on curb ramps, in conformance with the details shown on the plans and these special provisions.

Where detectable warning surfaces shall be prefabricated (cast-in-place), except for the detectable warning surface on pull boxes, which shall be surface-mounted using epoxy.

The color of the detectable warning surface shall be yellow conforming to Federal Standard 595B, Color No. 33538.

Prefabricated detectable warning surface shall be constructed of an epoxy polymer composite with an ultraviolet stabilized coating employing aluminum oxide particles in the truncated domes, in conformance with the requirements established by the Department of General Services, Division of State Architect, and be installed in conformance with the manufacturer's recommendations.

The finished surfaces of the detectable warning surface shall be free from blemishes.

The manufacturer shall provide a written 5-year warranty for prefabricated detectable warning surfaces, guaranteeing replacement when there is a defect in the dome shape, color fastness, sound-on-cane acoustic quality, resilience, or attachment. The warranty period shall begin upon acceptance of the contract.

Prefabricated detectable warning surface shall meet or exceed the following criteria:

- Water Absorption: 0.35% maximum, when tested in accordance with ASTM D570.

- Slip Resistance: 0.90 minimum combined wet/ dry static coefficient of friction on top of domes and field area, when tested in accordance with ASTM C1028.
- Compressive Strength: 18,000 psi minimum, when tested in accordance with ASTM D695.
- Tensile Strength: 10,000 psi minimum, when tested in accordance with ASTM D638.
- Flexural Strength: 24,000 psi minimum, when tested in accordance with ASTM C293.
- Gardner Impact: 450 inch-pounds per inch minimum, when tested in accordance with Geometry "GE" of ASTM D5420.
- Chemical Stain Resistance: No reaction to 1% hydrochloric acid, urine, calcium chloride, stamp pad ink, gum and red aerosol paint, when tested in accordance with ASTM D543.
- Wear Depth: 0.03" maximum, after 1000 abrasion cycles of 40 grit Norton Metallite sandpaper, when tested in accordance with ASTM D2486-Modified.
- Flame Spread: 25 maximum, when tested in accordance with ASTM E84.
- Accelerated Weathering: No deterioration, fading or chalking for 2000 hours, when tested in accordance with ASTM D2565.

In addition to the requirements above, prefabricated detectable warning surface adhered to concrete shall meet or exceed the following performance criteria:

- Accelerated Aging and Freeze Thaw of Adhesive System: No cracking, delamination, warping, checking, blistering, color change, loosening, etc. when tested in accordance with ASTM D1037.
- Salt and Spray Performance: No deterioration after 100 hours of exposure, when tested in accordance with ASTM B117.

All protective plastic coverings shall be removed from the detectable warning surface prior to opening for pedestrian traffic.

15.09 CONCRETE SWALE

A. Military West – West 5th Street to West 3rd Street: The concrete swale for this project site shall be installed per the detail as shown on sheet 4 of the plans, behind the retaining wall on detail 3. The location of the swale is shown on sheet 17 of the plans.

B. Military West and West 3rd Street: The concrete swale for this project site shall be installed per the detail shown on sheet 15 in the upper left corner. It is located behind the sidewalk/bulb at the northwest corner. Swale shall be filled with ¾ inch crushed rock.

15.010 MEASUREMENT AND PAYMENT.

Sidewalk, shall be measured and paid for by the square foot, excluding curb and gutter. Adjusting utility boxes to grade shall be included in the square foot price for sidewalk.

Sidewalk With Retaining Curb, shall be measured and paid for by the square foot, including the retaining curb measured in plan view.

Curb Ramp Cases A, Curb Ramp B, Curb Ramp C, and Curb Ramp G will be measured and paid for per square foot. The area of measurement will include the concrete retaining curbs (measured in plan view) and adjusting utility boxes to grade, where applicable. Detectable Warning Surfaces are excluded.

Retaining Wall as shown in the plans shall be paid for per the square foot measured area of vertical face between the top of the sidewalk and the top of the wall. The contract square foot price paid shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in constructing the retaining wall stem and reinforced sidewalk, complete in place, including excavation, backfill, aggregate base, drilling, dowels and dowelling, reinforcement, Portland cement concrete, score marks, expansion joints, weakened plane joints, furnishing and applying curing compound, cleanup and other incidental work, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

The contract price paid per Curb and Gutter Type “A” (Benicia Standard), Curb Type “C” (Benicia Standard), and Curb Type A3 (Caltrans Standard), Retaining Wall Foundation (Sidewalk), Retaining Wall, Retaining Curb, Curb Ramp Cases A, Curb Ramp B, Curb Ramp C, and Curb Ramp G, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in constructing curb, curb and gutter, sidewalks, curb ramps, and retaining curb, complete in place, including excavation, backfill, aggregate base, drilling, dowels and dowelling, reinforcement, Portland cement concrete, score marks, expansion joints, weakened plane joints, furnishing and applying curing compound, cleanup and other incidental work, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

Detectable Warning Surface shall be measured and paid for per square foot. The contract price paid per square foot shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved cutting (if needed) and placing detectable warning surfaces, cleanup and other incidental work, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

Concrete Swales associated with the Military West – West 5th Street to West 3rd Street site and the Military West and West 3rd Street site shall be measured and paid for the cubic yard.

Price paid for the swale at the Military West – West 5th Street to West 3rd Street site shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in constructing the swale, complete in place, including excavation, backfill, ¾” crushed rock encapsulated in non-woven filter fabric, Portland cement concrete, score marks, cleanup and other incidental work, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

Price paid for the swale at the Military West and West 3rd Street site shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in constructing the swale, complete in place, including excavation, backfill, ¾” crushed rock, Portland cement concrete, score marks, cleanup and other incidental work, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

ARTICLE 16 – GRADING.

16.01 GENERAL

Grading shall conform to Section 19, "Earthwork” of the Standard Specifications and as shown on the plans.

16.02 MEASUREMENT AND PAYMENT

Full compensation Grading and complying with the requirements of the above provisions shall be considered as included in the contract prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

ARTICLE 17 – MISCELLANEOUS STORM DRAIN

17.01 Military West – West 5th Street to West 3rd Street

A. Drainage Connection

The drainage connection from the concrete drainage swale into the catch basin shall be as shown in the Drainage Connection Detail on Sheet 18 of the project plans. Pipe shall be Corrugated PVC with Smooth Interior conform to Section 64-2 of the Standard Specification. Concrete shall be placed on compacted subgrade below the sweep to stabilize the vertical portion of the pipe. Sealing compound recommended by the manufacturer shall be used to seal the pipe at the catch basin. Joints shall be as recommended by the manufacturer.

B. **Adjust Pipe and "T"**

The existing corrugated metal pipe and "T" at approximate Sta 14+08 Military West shall be adjusted to align behind the retaining curb. Thru sidewalk drains with crushed rock in non-woven filter shall be placed behind the retaining curb at either side of the "T".

C. **Extend PVC Pipe**

The existing 8" PVC pipe at approximate Sta 14+30 Military West shall be extended to the retaining curb. A thru sidewalk drain with crushed rock in non-woven filter shall be placed behind the retaining curb at the extension to the pipe.

17.02 Military West and West 3dr Street

A. **Lateral and Catch Basin**

The Catch Basin shall be constructed in conformance with "Miscellaneous Concrete" of these special provisions, ST-11 "Type 'D' Catch Basin" of City of Benicia the Standard Plans, the project plans, and as directed by the Engineer.

17.03 MEASUREMENT AND PAYMENT

The unit price paid for each **Drainage Connection, Adjust Pipe and "T",** and **Extend PVC Pipe** shall include furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in constructing the drainage connection, complete in place, including excavation, backfill, drilling, , Portland cement concrete, cleanup and other incidental work, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

ARTICLE 18 – EXISTING SIGNING, STRIPING, AND PAVEMENT MARKERS

18.01 STRIPING AND PAVEMENT MARKING REMOVALS

Traffic stripe and marking removal shall conform to Section 84-9 "Existing Markings" of the State Specifications and the following requirements. Yellow traffic stripe removal shall conform to State Specifications 14-11.12 "Removal of Yellow Traffic Stripe and Pavement Markin with Hazardous Waste Residue".

Traffic stripes shall be removed by blasting with water or sand or approved grinding methods. Pavement legends and arrows shall be ground into rectangular blocks, removing no more than 1/8" of asphalt depth, leaving no trace of the legend or arrow. The rectangular block shall then be sealed with Type II slurry in the shape of the block with neat edges. Conflicting striping shall be removed completely. Where a new stripe or pavement marking is to be placed over an existing stripe or pavement marking, the existing stripe or pavement marking shall be removed as recommended by the manufacturer of the thermoplastic being installed. The final product shall be a smooth, uniform texture.

Where buttons or reflectors are removed, the divot left by the removal of asphalt shall be filled with bituminous material and leveled off with the top of pavement leaving no bump, divot, or excess materials.

Removal of yellow thermoplastic and yellow painted stripe and markings that contain lead shall be done in conformance with Section 14-11-12, "Removal of yellow traffic stripe and pavement marking with hazardous waste residue" of the State Standard Specifications and these special provisions. Testing has not been done on the yellow paint and thermoplastic to be removed. Unless tested by an independent laboratory at the contractor's expense and certified to be hazardous waste-free, the contractor shall handle the removal shall be in conformance with Section 14-11-12.

18.02 SIGN REMOVAL AND RELOCATION

Sign removals or relocations shall conform to Section 82-9 “Existing Roadside Signs and Markers”. Except in concrete areas that will remain, the removal of signposts shall include the removal of concrete foundations. In a landscaped area, the hole shall be filled with topsoil and compacted to 85 percent. In concrete areas to remain, the post shall be cut flush with surface level and filled with concrete. The area shall be free of trip hazards.

All signs to be removed and not reused on this project shall be salvaged to the City of Benicia Corporation Yard, 2400 East 2nd Street.

18.03 MEASUREMENT AND PAYMENT

The lump sum price paid per location for **Remove Pavement Stripes, Markers, and Markings** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in removing pavement stripes, markers, and markings, cleanup and other incidental work, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

The unit price paid per location for **Remove Sign and Post, Remove Sign (post to remain), Replace Sign on ex Post,** and **Relocate Sign to Ex Post** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved removing and salvaging, and relocating signs and posts, cleanup and other incidental work, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

ARTICLE 19 – SIGNING, STRIPING, AND PAVEMENT MARKERS

19.01 GENERAL

All equipment, materials, and components for signing and striping, and the installation thereof, shall conform to the 2022 Caltrans Standard Plans, and Standard Specifications, Section 81, “Miscellaneous Traffic Control Devices,” Section 82 “Signs and Markers”, and Section 84, "Markings", unless otherwise noted in these Special Provisions and on the Plans. All installations shall be in accordance with the California Manual of Uniform Traffic Control Devices (CA MUTCD).

19.02 ROADSIDE SIGNPOSTS

Street name signs shall be installed on 2 inch inside diameter galvanized iron pipe per Benicia City Standard ST-15 “Street Name Sign”. Roadside signs, such as R1-1 (Stop Sign), install on posts with street name signs shall be installed on 2 inch inside diameter pipe per Benicia City Standards. All other signposts to be installed shall be 2-inch square “Qwik Punch” posts with 30-inch base and 18-inch sleeve. The length of the metal post shall be sufficient to extend from the top of the sign to 30-inches below the top of the concrete footing and provide a 7-foot clearance between the finished grade and the bottom of the sign. The depth of the concrete footings shall be sufficient to extend at least 6-inches below the bottom of the posts. ¼-inch expansion paper shall be placed between the sign foundation and sidewalk.

19.03 ROADSIDE SIGNS

Roadside sign panels shall conform to Section 82-2, “Sign Panels” of the Standard Plans. Sheeting shall be Diamond Grade with an anti-graffiti film. Sign panels shall be imprinted with “Property of Benicia”, fabricator’s name, month and year of fabrication, type of retroreflective sheeting, and the sheeting manufacturer’s identification and lot number for the retroreflective sheeting. Signs shall be the standard size as shown in the FHWA and Caltrans sign specifications.

19.04 PAVEMENT MARKERS

Pavement markers shall conform to Section 81-3 “Pavement Markers” of the Standard Specifications.

19.05 TRAFFIC STRIPES AND PAVEMENT MARKINGS

Traffic stripes and pavement markings shall conform to Sections 84-2 “Traffic Stripes and Pavement Markings” of the Standard Specifications. All traffic stripes and pavement markings shall be thermoplastic.

The Contractor shall establish all traffic striping by stringline or other method to provide striping that will vary less than ½-inch in 50-feet from the specified alignment. Cat-tracking shall be laid out and approved by the Engineering prior to installing thermoplastic or markers.

Existing stripes and markings shall be removed prior to installing new stripes and markings, but in no case shall any section of street be left without the proper striping for more than 24 hours, or over weekends or holidays.

The installation of traffic stripes includes placement of raised pavement markers when called for on the plans.

A. **RED CURB** Red paint shall conform to Section 84-2 “Traffic Stripes and Pavement Markings” of the Standard Specification. A minimum of two coats shall be applied to the top and side of the curb at locations shown on the plans.

B. **PEDESTRIAN BARRICADE** The pedestrian barricade shall conform to Section 56 “Overhead Sign Structures, Standards, and Poles” of the Standard Specifications and Plan No. ES-7Q of the Standard Plans. Barricade shall be 2’ wide.

C. **MEASUREMENT AND PAYMENT** The unit price paid for **New Sign and Post** and **New Sign on Ex Post** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing New signs and posts and installing new signs on existing posts, cleanup and other incidental work, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

Details 9, 22, 25B, 29, 32, 37B, 38, 39, 39A, 40, and 41 shall be paid for per linear foot. Measurement shall be measured per total linear regardless of gaps, line thicknesses, or number of lines. Price paid shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing the various striping details, cleanup and other incidental work, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

Red Curb shall be paid for per square foot measured along the face of curb and shall include paint on the face and top of the curb. Price paid shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in painting the curb, cleanup and other incidental work, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

White Pavement Markings and **Yellow Pavement Markings** shall be paid for per the square foot as shown the “PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS” Section (pages 12 thru 26) in the Standard Plans. The square foot price paid shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing the various crosswalks and pavement markings, cleanup and other incidental work, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

The unit price paid for **Pedestrian Barricade** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in furnishing and installing a pedestrian barricade, cleanup and other incidental work, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

ARTICLE 20 – RECTANGULAR RAPID FLASHING BEACON

Solar Powered Rapid Rectangular Flashing Beacon shall be Carmanah SC315 Gen III Solar Rectangular Rapid Flashing Beacon (RRFB) or approved equal.

Each unit shall consist of a solar panel with mount, controller enclosure that houses the energy management system, on-board user interface, wireless communications and push button with voice message controller. RRFB (2-way) units shall include a minimum two (2) RRFB lightbars with side-emitting pedestrian confirmation light (both ends). RRFB (1-way) units shall include a minimum one (1) RRFB lightbars with side-emitting pedestrian confirmation light (both ends). The system shall include the roadside signage at the crosswalk and as shown on the plans. Type 1-B pole and foundations shall also be included as part of the system and as shown on the plans. The contractor shall furnish and install all equipment and devices as described in this specification and as shown on the plans for a complete functional RRFB system. The system shall conform to all provisions of the MUTCD, Interim Approval IA-11.

The controller enclosure shall be constructed from aluminum with a lockable or tamper-proof hinged door. All electronics shall be mounted in the controller enclosure. A separate cabinet to house the controller for the optional push button with voice message shall not be required.

The overall weight of the controller enclosure shall not exceed 42 lbs (19 kg) and shall not exceed the approximate dimensions: 19.75” H x 11.1” W x 6” D.

The lightbar housing shall be constructed from aluminum and shall have the approximate dimensions: 24” L x 1.5” D x 4.5” H.

Each lightbar shall have two light modules of approximately 7” wide by approximately 3” high. Each lightbar shall include a side-emitting pedestrian confirmation light on each end. At RRFB (2-way) locations, dual lightbar (bi-directional configuration/double sided) shall be installed per plans. At RRFB (1-way) locations, one lightbar (facing approaching traffic) shall be installed per plans.

The lightbar shall be mounted to the pole using a separate bracket assembly to facilitate mounting two lightbars back-to-back (bi-directional) but still allow the lightbars to be pivoted independently of each other. The lightbar shall be able to pivot by approximately 40 degrees in order to aim the lightbar independent of the wire hole location on the pole.

The lightbar bracket shall be constructed from 3/16” galvanized steel and shall have both banding and bolting mounting options and shall be able to be mounted to all specified pole types.

The lightbar assembly shall open for access to the wiring connections for the LED modules. LED modules shall be rated to MIL-STD-810F, Method 506.4 for ingress protection.

The controller enclosure shall be furnished with two (2) mounting brackets for banding to 4” diameter or larger round poles.

The controller enclosure shall house an on-board user interface that provides on-site configuration adjustment, system status and fault notification, and system activation information.

The flash duration shall be adjustable in-the-field from 10 to 60 seconds in one second increments.

The system shall provide configurable nighttime intensity settings. The system shall be capable of enabling or disabling ambient brightness auto-adjustment. This feature allows the system to provide optimal output brightness in relation to ambient light levels while always maintaining adherence to SAE J595 Class I specifications.

Flash duration and other in-the-field adjustable settings shall be automatically broadcast to all units in the system, except channel selection which shall be configured on each unit.

The system shall include one 45-watt high-efficiency photovoltaic cell solar panel supplied with mounting hardware. The controller enclosure shall house one 35 Ah sealed valve-regulated lead-acid battery. The battery shall be readily available from multiple suppliers and non-proprietary. Solar panel and battery

system shall be 12 Volt dual battery systems (sealed, maintenance-free) and shall be designed for minimum 5-year battery life.

The intensity of the yellow indications directly perpendicular to the lens shall be a minimum of 1,800 Candela at full sun daylight conditions. The intensity shall be able to adjust to ambient light conditions, however during daylight operation the intensity shall meet the minimum specifications of the Society of Automotive Engineers (SAE) standard J595 Class I dated January 2005.

The color of the yellow indications shall meet the specifications of SAE standard J578 (Color Specification) chromaticity dated December 2006.

The system, including the push button with voice message, shall have the capacity to operate 660 20-second activations per day year-round using the applicable peak sun hours insolation available at the installation location. The source of the insolation data shall be the NASA Atmospheric Data Center.

The controller enclosure shall have the capability to activate other solar engines by wireless communications within 500 feet (152 meters). The solar engine shall have unique channels that can be configured on-site to avoid activation of nearby systems.

The system shall use a dedicated light sensor to detect night and day states and apply any optionally enabled intensity adjustments.

The XAV2E-LED system shall be Polara model with powder coated black color or approved equal and shall consist of:

a) Push Button Station (PBS). The PBS shall include the following:

A. An instructional sign.

B. A push button with a directional tactile arrow for activating the flashing lights.

C. A voice message saying “Yellow Lights are Flashing, Vehicles May Not Stop”.

D. A constant audible “Locate Tone.”

E. All RRFBs in the system shall initiate activation simultaneously within 120mS of actuation.

F. A group of Yellow LEDs above the push button which flash in sync with the flashing beacon.

G. A speaker, 10 watt RMS audio amplifier.

H. A noise monitoring microphone for auto volume control and LEDs.

I. An 8-position terminal block ready for connection to control unit.

J. Mounting hardware.

b) Design Compliance.

K. The system shall meet the functionality requirements of MUTCD 2009-4E.

L. The system shall meet NEMA TS2 Section 2.1 Temperature and Humidity requirements.

M. The PBS Enclosure shall meet NEMA 250 – Type 4X Enclosure requirements.

Array-to-Load Ratio (ALR) and Autonomy Calculations: The manufacturer shall provide an energy balance worksheet consisting of (Energy In)/ (Energy Out), ALR and System Autonomy calculations.

Energy-In is based on Electric charge, in Ah, entering the battery from the charger, accounting for:

A. The energy from the solar panel based on applicable peak sun hours insolation available at the installation location for the panel’s inclination angle. The insolation figure used shall be the worst-case month of the calendar year. The source of the insolation data shall be the NASA Atmospheric Data Center.

B. Shading from nearby trees, buildings or other structures unique to a particular location are to be factored in and the calculations shall clearly show and justify the de-rating of the solar panel energy input.

C. Efficiency losses from the charger, including conversion efficiency of a Maximum Power Point Tracking (MPPT) Charger, where applicable.

D. MPPT Charger current boost, if applicable.

E. Battery charger efficiency losses.

Energy-Out is based on the sum of quiescent and operating load in all circuitries over 24 hours with an operating capacity of 300 20-second activations, including:

A. Baseline wireless over 24 hours.

B. Operating load of push button with voice message if applicable at rated operating capacity per activation.

C. Additional operating load of the wireless system per activation.

D. Operating load of lightbars including pedestrian indicators at rated intensity per activation. The number of lightbars and their electrical load details (volts, current and watts) shall be clearly indicated.

System Array-to-Load (ALR) ratio shall be calculated as: Energy-In divided by Energy-Out as defined above.

Systems shall be designed to a minimum Array-to-Load (ALR) ratio of 1.2.

System autonomy shall be a minimum of 10 days or as recommended by the NASA Atmospheric Data Center for the location and shall be calculated by the following method:

(Temperature-derated battery capacity minus battery capacity unavailable due to Low Voltage Disconnect) divided by Daily total energy consumption with an operating capacity of 300 20- second activations (as calculated above).

The product shall be FCC certified to comply with all 47 CFR FCC Part 15 Subpart B Emission requirements.

A. The product shall be Buy American compliant.

B. Manufacturer shall provide a 3 Year Limited Warranty.

C. Manufacturer must be ISO 9001 certified.

A. **MEASUREMENT AND PAYMENT** The unit price paid for **RRFB 1-way (including signs)** and **RRFB 2-way (including signs)** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing New signs and posts and installing new signs on existing posts, cleanup and other incidental work, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer. Signs on the RRFP pole shall be considered part of the RRFB assembly and shall not be paid for as a New Sign.

APPENDIX

B. STANDARD PLANS

1. CITY OF BENICIA STANDARD DETAILS

ST-2 Curb, Gutter & Sidewalk (note: modified so Type “A” gutter grade not to exceed 5%, sidewalk and curb grade not to exceed 1½% except to warp to existing or as shown on the plans)

ST-3 General Notes Applicable to Standard Details ST-1, ST-2, ST-12, and W-1

2. STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD PLANS 2022

RSP A20A, A20B, RSP A20D, A24A, RSP A24C, A24D, A24F, RSP A24G

Miscellaneous Striping and Pavement Markings

A87A – Curbs and Driveways

A88A – Curb Ramp Details

A88B – Curb Ramp and Island Passageway Details

ES-7Q – Electrical Systems (Pedestrian Barricade

C. OTHER DETAILS AND FORMS
1. Sample Notice Form
2. BP Express screen shots

APPENDIX A

PROJECT LABOR AGREEMENT FOR THE CITY OF BENICIA FOR FISCAL YEARS 2024/25 THROUGH 2029/30

This Project Labor Agreement is entered into this _____ day of _____, 2025 by and between the City of Benicia (hereinafter the "City"), together with contractors and subcontractors of all tiers, who shall become signatory to this Agreement by signing the "Agreement to be Bound" (Addendum A) (referred to herein as "Contractor(s)/Employer(s)"), and the Napa-Solano Building and Construction Trades Council (referred to herein as the "Council") and the local Unions that have executed this Agreement (referred to collectively herein as the "Union(s)").

The purpose of this Agreement is to promote the efficiency of construction operations for the City of Benicia through the use of skilled labor resulting in quality construction outcomes, and to provide for the peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project(s) covered by this Agreement.

WHEREAS, the timely and successful completion of the Project is of the utmost importance to meet the needs of the City and avoid increased costs resulting from delays in construction; and

WHEREAS, large numbers of workers of various skills will be required in the performance of construction work on the Project and will be represented by the Unions who are signatory to this Agreement and employed by the Contractors and subcontractors who are also signatory to this Agreement; and

WHEREAS, the use of skilled labor on construction work increases the safety of construction projects as well as the quality of completed work; and

WHEREAS, it is recognized that on a Project of this magnitude with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption may be substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the City, the Unions, and the Contractors/Employers would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractors/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project and to encourage close cooperation among the Contractors/Employers and the Unions so that a satisfactory, continuous and harmonious relationship will exist; and

WHEREAS, the parties agree that one of the primary purposes of this Agreement is to avoid the tensions that might arise on the Project if Union and non-union workers of different employers were to work side by side on the Project, potentially leading to labor disputes that could delay completion of the Project; and

WHEREAS, this Agreement is not intended to replace, interfere with, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as a legally binding agreement exists between the Contractors/Employers and the Unions, except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event the provisions of this Agreement shall prevail; and

WHEREAS, the City places high priority upon the development of comprehensive programs for the recruitment, training and employment of local area residents and military veterans, and recognizes the ability of local pre-apprenticeship and apprenticeship programs to provide meaningful and sustainable career pathways in the construction industry; and

WHEREAS, the contract(s) for construction work on the Project will be awarded in accordance with the applicable provisions of the California State Public Contract Code and all state, local and federal laws; and

WHEREAS, the parties to this Agreement pledge their full good faith and trust to work toward the mutually satisfactory completion of the Project;

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

ARTICLE I
DEFINITIONS

1.1 "Agreement" means this Project Labor Agreement.

1.2 "Agreement to be Bound" means the agreement (attached hereto as Addendum A) that shall be executed by each and every Contractor/Employer as a condition of working on the Project.

1.3 "City" means the City of Benicia and its governing board, officers, agents and employees, including managerial personnel.

1.4 "Completion" means that point at which there is Final Acceptance by the City of a Construction Contract, and the City has filed a Notice of Completion. For purposes of this definition, "Final Acceptance" means that point in time at which the City has determined upon final inspection that the work has been completed in all respects and all required contract documents, contract drawings, warranties, certificates, manuals and data have been submitted and training completed in accordance with the contract documents and the City has executed a written acceptance of the work.

1.5 “Construction Contract” means the public works or improvement contract(s) (including design-bid, design-build, lease-leaseback or other contracts under which construction of the Project is done) awarded by the City that are necessary to complete the Project.

1.6 "Contractor(s)/Employer(s)" or "Contractor(s)" or "Employer(s)" means any individual, firm, partnership or corporation (including the prime contractor, general contractor, construction manager, project manager, design-build entity, lease-leaseback entity or equivalent entity), or combination thereof, including joint ventures, and their successors and assigns, that is an independent business enterprise and enters into a contract with the City with respect to the construction of any part of the Project, and all contractors and subcontractors of any tier.

1.7 “Council” means the Napa-Solano Building and Construction Trades Council.

1.8 “Master Agreement” or “Schedule A” means the Master Collective Bargaining Agreement of each craft Union signatory hereto.

1.9 “Project" means all City construction projects where either the engineer’s estimate of the total cost of the project, or the cumulative bid amount(s) submitted by the contractor(s) awarded a Construction Contract(s) for the Project, exceeds $500,000. All Construction Contracts required to complete an integrated Project shall be considered in determining whether this threshold is met. The City and the Council may mutually agree in writing to add additional projects or components to be covered by this Agreement. The term “Project” applies to each, and all projects as defined in this section, whether used in the singular or plural herein.

1.10 “Project Manager” means the person(s) or entity(ies) designated by the City to oversee all phases of construction on the Project and the implementation of this Agreement.

1.11 “Union” or “Unions” means the Napa-Solano Building and Construction Trades Council, its affiliated Unions, and any other Unions signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.

ARTICLE II
SCOPE OF AGREEMENT

2.1 Parties: This Agreement applies to and is limited to all Contractors/Employers performing Construction Contracts on the Project (including subcontractors at any tier), and their successors and assigns, the City, the Council, and the Unions signatory to this Agreement.

2.2 Applicability: This Agreement governs all Construction Contracts awarded on the Project. For purposes of this Agreement, Construction Contracts shall be considered Completed as set forth in Section 1.4, except when the City directs a Contractor to engage in repairs, warranty work, modifications, or punch list work under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract.

2.3 Covered Work: This Agreement covers, without limitation, all site preparation, surveying, construction, alteration, demolition, installation, improvement, remediation, retrofit, painting or repair of buildings, structures and other works, and related activities for the Project that is within the craft jurisdiction of one of the Unions and that is directly or indirectly part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, soils and materials testing and inspection, temporary HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, start-up, modular furniture installation, and final clean-up. Covered Work includes work done for the Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed to supply materials to the Project.

2.3.1 This Agreement applies to any start-up, calibration, commissioning, performance testing, repair, maintenance, and operational revisions to systems and/or subsystems for the Project performed after Completion, unless performed by City employees.

2.3.2 This Agreement covers all on-site fabrication work over which the City, Contractor(s)/Employer(s) or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project). This Agreement also covers any off-site work, including fabrication, that is traditionally performed by the Unions and is directly or indirectly part of the Project, provided such work is covered by a Master Agreement or local addenda to a national agreement of the applicable Union(s).

2.3.3 Except for the delivery of supplies, equipment or materials that are stockpiled for later use, this Agreement covers all construction trucking work, including the hauling and delivery of ready-mix, asphalt, aggregate, sand, soil or other fill or similar material that is directly incorporated into the construction process as well as the off hauling of soil, sand, gravel, rocks, concrete, asphalt, excavation materials, construction debris and excess fill, material and/or mud. Contractor(s)/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the City within ten (10) days of written request or as required by the bid specifications.

2.3.4 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the National Agreement of Elevator Constructors, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, with the exception that Articles IV, XII and XIII of this Agreement shall apply to such work.

2.4 Exclusions: The following shall be excluded from the scope of this Agreement.

2.4.1 This Agreement shall not apply to work performed by the City's own employees as permitted by the Public Contract Code.

2.4.2 This Agreement shall not apply to a Contractor/Employer's non-construction craft executives, managerial employees, administrative personnel, and supervisors above the level of general foreman (unless covered by a Master Agreement).

2.4.3 This Agreement shall not apply to any non-Project work performed on or near or leading to the site of work covered by this Agreement that is undertaken by state, county, city, or other governmental bodies or their contractors. Work performed by public or private utilities including all electrical utility, voice-data-video, and security installation work ahead of and up to the electrical service entry connection or the main point of entry into the building shall be excluded. All electrical utility, voice-data-video, and security installation work performed after the electrical utility service entrance, or the main point of entry shall be Covered Work. Additionally, all contracted work performed ahead of the service entrance connection and main point of entry that is inside the property line and provides for access to the building via a conduit or series of conduits shall be Covered Work.

2.4.4 This Agreement shall not apply to the off-site maintenance of leased equipment and on-site supervision of such work.

2.4.5 This Agreement shall not apply to work substantially funded by any federal, state, local or other public agency that prohibits the use of project labor agreements on projects receiving its funding, or the funding of projects on which such agreements are used. With respect to such work, the City agrees to make a reasonable effort to defend the application of this Agreement, including by making a written request to the funding source. Notwithstanding the foregoing, should only a specific provision of the Agreement be prohibited by the funding source, then, upon mutual agreement by the Council, the City shall modify the requirements of this Agreement accordingly, to allow this Agreement to remain in place and to advance the purposes of this Agreement to the maximum extent feasible.

2.4.6 This Agreement shall not apply to any construction project for which the City issued a "Notice to Bidders" prior to the Effective Date.

2.4.7 This Agreement shall not apply to Emergency Projects as defined by the Public Contract Code or the Benicia Municipal Code, where the work is exempt from the obligation to solicit bids and the City is not actually soliciting bids.

2.4.8 This Agreement shall not apply to work by an individual Artist as part of the City's Public Art Program.

2.4.9 For the avoidance of doubt, this Agreement does not apply to any construction project undertaken by a private developer rather than by the City.

2.5 Award of Contracts: It is understood and agreed that the City has the right to select any qualified bidder for the award of Construction Contracts under this Agreement. The bidder

need only be willing, ready and able to execute and comply with this Agreement. It is further agreed that this Agreement shall be included in all invitations to bid or solicitations for proposals from contractors or subcontractors for work on the Project. A copy of all invitations to bid shall be provided to the Council at the time of issuance**.**

ARTICLE III
EFFECT OF AGREEMENT

3.1 By executing this Agreement, the Council, the Unions and the City agree to be bound by each and all the provisions of the Agreement.

3.2 By accepting the award of work under a Construction Contract for the Project, whether as a Contractor or subcontractor thereunder, all Contractors/Employers agree to be bound by every provision of this Agreement and agree to evidence their acceptance prior to the commencement of work by executing the Agreement to be Bound in the form attached hereto as Addendum A.

3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of work under a Construction Contract, the Contractor/Employer shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a condition of accepting the award of a construction subcontract, to agree in writing, by executing the Agreement to be Bound, to be bound by each and every provision of this Agreement prior to the commencement of work. The obligations of a Contractor may not be evaded by subcontracting. If the subcontractor refuses to execute the Agreement to be Bound, then such subcontractor shall not be awarded a Construction Contract on the Project.

3.4 This Agreement shall only be binding on the signatory parties hereto, and their successors and assigns, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement, except as otherwise provided by law or the applicable Master Agreement. Any dispute between the Union(s) and the Contractor(s) with respect to compliance with this Agreement shall not affect the rights, liabilities, obligations and duties between the Union(s) and other Contractor(s) party to this Agreement.

3.5 It is mutually agreed by the parties that any liability by a Union signatory to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a Union shall not affect the rights, liabilities, obligations and duties between the Contractor(s) and the other Union(s) party to this Agreement.

3.6 The provisions of this Agreement, including the Schedule As incorporated herein by reference, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the

terms of this Agreement. To the extent a provision of this Agreement conflicts with a Schedule A, the provision of this Agreement shall prevail. Where a provision of a Schedule A does not conflict with this Agreement, the provision of the Schedule A shall apply.

ARTICLE IV
WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1. The Unions, the City, and the Contractor(s)/Employer(s) covered by this Agreement agree that for the duration of the Project:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, hand billing or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Project, at the job site of the Project or any other facility of City because of a dispute on the Project. Disputes arising between the Unions and Contractor(s)/ Employer(s) on other City projects are not governed by the terms of the Agreement or this Article.

4.1.2 There shall be no lockout of any kind by a Contractor/Employer of workers employed on the Project.

4.1.3 If a Master Agreement expires before the Contractor/Employer completes the performance of work under a Construction Contract and the Union or Contractor/Employer gives notice of a demand for a new or modified Master Agreement, the Union agrees that it will not strike on work covered by this Agreement and the Union and the Contractor/Employer agree that the expired Master Agreement will continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached. If the new or modified Master Agreement provides that any terms of the Master Agreement shall be retroactive, the Contractor/ Employer agrees to comply with any retroactive terms of the new or modified Master Agreement that are applicable to any employee(s) on the Project during the interim, with retroactive payment due within seven (7) calendar days of the effective date of the new or modified Master Agreement.

4.1.4 In the case of nonpayment of wages or trust fund contributions on the Project, the Union shall give the City and the Contractor/Employer three (3) business days' notice when nonpayment of trust fund contributions has occurred, and one (1) business days' notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck, of the intent to withhold labor from the Contractor/Employers' or their subcontractor's workforce, during which time the Contractor/Employer may correct the default. In this instance, a Union's withholding of labor (but not picketing) from a Contractor/Employer who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article.

4.1.5 Notification: If the City or any Contractor contends that any Union has violated this Article, it will so notify in writing the Senior Executive of the Council and the Senior Executive of the Union, setting forth the facts alleged to violate the Article, prior to instituting the expedited arbitration procedure set forth below. The Council will immediately use its best efforts to cause the cessation of any violation of this Article. The leadership of the Union will immediately inform the workers of their obligations under this Article. A Union complying with this obligation shall not be held responsible for the unauthorized acts of employees it represents.

4.2 Expedited Arbitration: Any party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article IV is alleged to have occurred.

4.2.1 A party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator, or Barry Weinberg, as the alternate arbitrator, under this procedure. In the event the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, the parties shall select the arbitrator from the list in Section 12.4. Notice to the arbitrator shall be by the most expeditious means available, with notice by email and telephone to the City, the involved Contractor, and the party alleged to be in violation, and to the Council and involved local Union if a Union is alleged to be in violation.

4.2.2 Upon receipt of said notice, the City will contact the permanent arbitrator named above, or the alternate if the permanent arbitrator is not available, who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

4.2.3 The arbitrator shall notify the parties by email and telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. The failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of an award by the arbitrator.

4.2.4 The sole issue at the hearing shall be whether a violation of Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) calendar days, but the parties shall not delay compliance with or enforcement of the award due to the issuance of a written opinion. The arbitrator may order cessation of the violation of this Article, and the arbitrator’s award shall be served on all parties by hand or registered mail upon issuance. Should a party found in violation of this Article fail to comply with the arbitrator's award ordering the party to cease the violation, the party in violation shall pay to the affected party as liquidated damages the sum of ten thousand dollars ($10,000.00) per shift for which it failed to comply, or portion thereof, until

such violation is ceased. The arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this section

4.2.5 The arbitrator's award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. The party filing such enforcement proceedings shall give written notice to the other party. In a proceeding to obtain a temporary order enforcing the arbitrator's award as issued under this Article, all parties waive the right to a hearing and agree that such proceeding may be ex parte. However, such an agreement does not waive any party's right to seek or participate in a hearing for a final order of enforcement. Any court order enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

4.2.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance with the above procedure, are waived by the parties.

4.2.7 The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings provided in this Article and the party alleged to be in breach of its obligation under this Article.

4.2.8 Should either the permanent or the alternate arbitrator identified above no longer work as a labor arbitrator, the City and the Council shall mutually agree to a replacement.

ARTICLE V
PRE-JOB CONFERENCES

5.1 Timing: The Project Manager shall convene and conduct, at a location and time mutually agreeable to the Council, a pre-job conference with the Unions and the representatives of all involved Contractors/Employers, who shall be prepared to announce craft assignments and discuss in detail the scope of work and the other issues set forth below, at least fourteen (14) calendar days prior to:

(a) The commencement of any Project work, and
(b) The commencement of Project work on any subsequently awarded Construction Contract.

5.2 The pre-job conference shall be attended by a representative of each participating Contractor and each affected Union, and the Council and City may attend at their discretion.

5.3 The pre-job conference shall include but not be limited to the following subjects:

(a) A listing of each Contractor's scope of work.
(b) The craft assignments.
(c) The estimated number of craft workers required to perform the work.
(d) Transportation arrangements.

(e) The estimated start and completion dates of the work; and
(f) Discussion of prefabricated materials.

5.4 Review Meetings: To ensure the terms of this Agreement are being fulfilled and all concerns pertaining to the City, the Unions and the Contractors are addressed, the Project Manager and Senior Executive of the Council, or designated representatives thereof, shall meet on a periodic basis during the term of construction. The City and the Council shall have the right to call a meeting of the appropriate parties to ensure the terms of this Agreement are being fulfilled.

ARTICLE VI
NO DISCRIMINATION

6.1 The Contractors/Employers and the Unions agree to comply with all anti discrimination provisions of federal, state, and local law, to protect employees and applicants for employment, on the Project.

ARTICLE VII
UNION REPRESENTATION AND REFERRAL

7.1 The Contractors/Employers recognize the Unions as the sole bargaining representative of all craft employees performing Covered Work under this Agreement, and all such employees must be represented by a Union for the duration of their employment on the Project.

7.2 The Contractors/Employers shall make and transmit all deductions for Union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. This Agreement does not require any employee of a non-Union contractor to join a Union or to pay dues or fees to a Union as a condition of working on the Project; however, nothing in this Article is intended to supersede the independent requirements of the applicable Master Agreements as to Contractors/Employers signatory to such Master Agreements and as to employees of those Contractors/Employers who are performing Covered Work.

7.3 Authorized representatives of the Unions shall have access to the Project whenever work covered by this Agreement is being, has been, or will be performed on the Project.

7.4 Contractor(s)/Employer(s) performing construction work on the Project shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto. The Contractor(s)/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

7.5 Contractor(s)/Employer(s) shall have the unqualified right to select and hire directly all supervisors above the level of general foreman it considers necessary and desirable, without such persons being referred by the Union(s), unless such craft construction employee is covered by a Master Agreement.

7.6 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor/Employer, the Contractor/Employer shall be free to obtain the worker(s) from any source. A Contractor/Employer who hires a worker(s) pursuant to this section shall immediately provide the appropriate Union with the name and address of such worker(s) and shall immediately direct such worker(s) to the appropriate Union hiring hall to be referred for work on the Project.

ARTICLE VIII
WAGES AND BENEFITS

8.1 The Contractors/Employers agree to pay contributions to the vacation, pension and/or other deferred compensation plan, apprenticeship, worker protection and assistance, and health benefit funds established by the applicable Master Agreement(s) for each hour worked on the Project, in the amounts designated in the applicable Master Agreement(s).

8.2 By signing this Agreement, the Contractors/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements described in Section 8.1, which may from time to time be amended, specifying the detailed basis upon which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors/Employers authorize the parties to such local Trust Agreements to appoint trustees and successor trustees to administer the Trust Funds and hereby ratify and accept the trustees so appointed as if they were appointed by the Contractors/Employers. The Contractors/Employers agree to execute a separate subscription agreement(s) when such Trust Fund(s) requires such document(s).

8.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Agreement of the respective craft, to the extent such Master Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered by this Agreement, the Master Agreement will prevail. When a subject is covered by both the Master Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.

8.4 Holidays: Holidays shall be as set forth in the applicable Master Agreement.

ARTICLE IX
APPRENTICES

9.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, including on public works projects, the Contractors/Employers shall employ apprentices from a California state-approved Joint Apprenticeship Training Program in their respective crafts, to perform such work as is within their capabilities and that is customarily performed by the craft in which they are indentured.

9.2 Apprentice ratios will be in compliance with the provisions of the California Labor Code and the applicable state prevailing wage determination.

9.3 Consistent with the Master Agreements, there shall be no restriction on the utilization of apprentices in performing the work of their craft provided they are properly indentured and supervised.

ARTICLE X
HELMETS TO HARDHATS

10.1 The Contractors/Employers and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors/Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “Center”) and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

10.2 The Unions and Contractors/Employers agree to coordinate with the Center to participate in an integrated database of veterans interested in working on the Project and of apprenticeship and employment opportunities for the Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable experience.

ARTICLE XI
COMPLIANCE

11.1 It shall be the responsibility of the Contractors/Employers and Unions to investigate and monitor compliance with the provisions of Article VIII of this Agreement. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent wages or Trust Fund contributions from Contractors/Employers on the Project.

ARTICLE XII
GRIEVANCE ARBITRATION PROCEDURE

12.1 Project Labor Disputes: All disputes involving the application or interpretation of a Master Agreement to which a Contractor/Employer and a Union are parties shall be resolved pursuant to the resolution procedures of the Master Agreement. All disputes relating to the interpretation or application of this Agreement, other than disputes under Article IV and Article XIII, shall be subject to resolution by the grievance arbitration procedures set forth in this Article.

12.2 Employee Discipline: All disputes involving the discipline and/or discharge of an employee working on the Project shall be resolved through the grievance and arbitration provisions contained in the Master Agreement for the craft of the affected employee. No employee working on the Project shall be disciplined or discharged without just cause.

12.3 No grievance shall be recognized unless the grieving party (Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a Contractor/Employer on its own behalf) provides notice in writing to the party with whom it has a dispute within five (5) business days after becoming aware of the dispute but in no event more than thirty (30) business days after it reasonably should have become aware of the event giving rise to the dispute. Time limits may be extended by mutual agreement of the parties.

12.4 Grievances shall be settled according to the following procedures:

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the representative of the involved Union or District Council, or his/her designee, and the representative of the involved Contractor/Employer, shall confer and attempt to resolve the grievance.

Step 2: If the grievance is not resolved at Step 1, within five (5) business days of the Step 1 meeting or the conclusion of efforts to resolve the grievance at Step 1, the alleged grievance may be referred in writing by either involved party to the Business Manager(s) of the affected Union(s) involved and the Labor Relations Manager of the Contractor/Employer, or the Contractor/Employer's designated representative, for discussion and resolution. This time limit may be extended by mutual consent of both parties. Regardless of which party has initiated the grievance, the Union shall notify its International Union representative prior to the Step 2 meeting, and the International Union representative shall advise if it intends to participate in the Step 2 meeting. The Project Manager and the Council shall have the right to participate in any efforts to resolve the dispute in Step 2.

Step 3: If the grievance is not resolved at Step 2, either party may request the dispute be submitted to arbitration within five (5) business days of the Step 2 meeting or the conclusion of efforts to resolve the grievance at Step 2. This time limit may be extended by

mutual consent of both parties. Within five (5) business days after referral of a dispute to arbitration, the representatives shall notify the permanent arbitrator designated in Article IV, or if not available, the alternate arbitrator designated in Article IV, for final and binding arbitration. If the permanent arbitrator or the alternate is not available, an arbitrator shall be selected by the alternate striking method from the list of three (3) below. The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second.

1. William Riker
2. Carol Vendrillo
3. Morris Davis

12.5 The decision of the arbitrator shall be final and binding on all parties. The arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the arbitrator shall be borne equally by both parties. The arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding arbitrator.

12.6 The time limits specified at any step of the grievance procedure may be extended by mutual agreement of the parties. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing and/or resolution of like or similar grievances or disputes.

12.7 In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this grievance procedure, the parties agree that such settlements shall not be precedent setting.

12.8 Retention: At the time a grievance is submitted under this Agreement or any Master Agreement, the Union(s) may request that the City withhold and retain an amount from what is due and owing to the Contractor(s) against whom the grievance is filed, or its higher-tier Contractor, sufficient to cover the damages alleged in the grievance, should the Union(s) prevail. The amount shall be retained by the City until such time as the underlying grievance giving rise to the retention is withdrawn, settled, or otherwise resolved, and the retained amount shall be paid to whomever the parties to the grievance shall decide, or to whomever an arbitrator shall so order.

12.9 Should any of the arbitrators listed in this Article XII or Article IV no longer work as a labor arbitrator, the City and the Council shall mutually agree to a replacement.

ARTICLE XIII
WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

13.1 The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

13.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

13.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an arbitrator shall be chosen by the procedures specified in Article V, Section 5 of the Plan from a list composed of John Kagel, Andrea Dooley, Robert Hirsch, and Thomas Pagan, and the arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California within fourteen (14) calendar days of the selection of the arbitrator. All other procedures shall be as specified in the Plan.

13.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge.

13.5 Each Employer will conduct a pre-job conference with the Council prior to commencing work. The City and the Project Manager will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Employers may be held together.

ARTICLE XIV
MANAGEMENT RIGHTS

14.1 Consistent with the Schedule A agreements, the Contractor(s)/Employer(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees, except that all lawful manning provisions in the Master Agreement shall be recognized.

ARTICLE XV
DRUG AND ALCOHOL TESTING

15.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the workday is prohibited.

15.2 Drug and alcohol testing shall be conducted in accordance with the substance abuse prevention policies set forth in the applicable Schedule A.

ARTICLE XVI
SAVINGS CLAUSE

16.1 If any article, provision, clause, sentence or word of this Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word that will meet the objections to its validity and will be in accordance with its original intent.

16.2 In the event a decision of a court of competent jurisdiction materially alters the terms of this Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

16.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the City from complying with all or part of the Agreement's provisions, and the City accordingly determines that compliance with this Agreement will not be required in order to perform work under a Construction Contract, the Unions will no longer be bound by the provisions of Article IV.

ARTICLE XVII
TERM

17.1 This Agreement shall be included in all bid documents, requests for proposals, or other equivalent Project solicitations, which shall indicate that entering into this Agreement is a condition of the award of a Construction Contract(s) for the Project.

17.2 This Agreement shall apply until the Completion of each Project in accordance with Sections 1.4 and 2.2.

17.3 This Agreement shall become effective on the day it is executed by the City and the Council. It shall remain in full force and effect for a period of five (5) years from the date of

execution. Prior to each five (5) year anniversary of the effective date of this Agreement, the City and the Council shall meet to discuss proposed changes, if any, to the Agreement.

17.4 City and Council each retains the right to terminate the Agreement prior to the expiration of the Term, provided however that the terminating party provides at least 90 days' notice to the other party.

17.5 Absent termination or negotiation of a modified agreement as set forth above, the Agreement will continue for a successive five (5) year term.

ARTICLE XVIII
LOCAL HIRE AND WORKFORCE DEVELOPMENT

18.1 It is the goal of the parties that not less than thirty percent (30%) of the combined journey-level and apprentice hours worked on the Projects be completed by residents of the Local Area, in the following priority areas:

- Priority 1: Residents of the City of Benicia.
- Priority 2: Residents of Solano County outside the City of Benicia.
- Priority 3: Residents of the Counties of Napa, Contra Costa, Alameda, Marin, Sonoma, San Mateo, and San Francisco.
- Priority 4: All other areas.

ARTICLE XIX
MISCELLANEOUS PROVISIONS

19.1 The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. All defined terms used in this Agreement shall be deemed to refer to the singular and/or plural, in each instance as the context and/or particular facts may require.

19.2 This Agreement may be executed in counterparts, such that original signatures may appear on separate pages and when bound together all necessary signatures shall constitute an original. Faxed or emailed signature pages transmitted to other parties to this Agreement shall be deemed the equivalent of original signatures.

19.3 Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the parties signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

19.4 The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms

and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

19.5 All defined terms used in this Agreement shall be deemed to refer to the singular and/or plural, in each instance as the context and/or particular facts may require.

[SIGNATURES TO FOLLOW]

By: _____ Date: _____

Mario Giuliani
City Manager
City of Benicia

By: _____ Date: _____

Danny Bernardini
Secretary-Treasurer
Napa-Solano Building and Construction Trades Council

UNION SIGNATURES

Bricklayers and Allied Craftworkers, Local 3 _____	Boilermakers, Local 549 _____
Elevator Constructors, Local 8 _____	Insulator Workers, Local 16 _____
Ironworkers, Local 378 _____	Cement Masons, Local 400 _____
Northern California District Council of Laborers, for itself and its affiliated Local Unions _____	International Brotherhood of Electrical Workers, Local 180 _____
District Council 16 International Union of Painters and Allied Trades, for itself and its affiliated Local Unions _____	International Association of Sheet Metal, Air, Rail and Transportation Workers, Local 104 _____
Plasterers and Cement Masons, Local 300 _____	Plumbers and Steamfitters, Local 343 _____
Teamsters, Local 315 _____	Operating Engineers, Local 3 _____

Utility and Landscape Local, 355 _____	Sprinkler Fitters, Local 483 _____
Roofers, Local 81 _____	Northern California Carpenters Regional Council, for itself and its affiliated Local Unions _____

Addendum A
AGREEMENT TO BE BOUND

[Date]
[Addressee]
[Address]

Re: City of Benicia Project Labor Agreement
Agreement to be Bound

Dear _____:

The undersigned confirms that it agrees to be a party to and bound by the City of Benicia Project Labor Agreement ("Agreement") as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Agreement to be Bound, the undersigned subscribes to, adopts and agrees to be bound by the written terms of the legally established trust fund documents as set forth in Section 8.1 of the Agreement, as they may from time to time be amended, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds, and ratifies and accepts the trustees appointed by the parties to such trust funds. The undersigned agrees to execute a separate subscription agreement(s) for such trust funds when such trust fund(s) require(s) such document(s).

The obligation to be a party to and bound by the Agreement shall extend to all work covered by the City of Benicia Project Labor Agreement undertaken by the undersigned. The undersigned shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of the Agreement by signing an identical Agreement to be Bound.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: _____

California Contractor State License No. or Motor Carrier Permit No.: _____

Name of Authorized Person (print): _____

Signature of Authorized Person: _____

Title of Authorized Person: _____

Telephone Number of Authorized Person: _____

Address of Authorized Person: _____

State Public Works Registration Number: _____

ADDENDUM NO. 1
to
PROJECT MANUAL and PROJECT PLANS
FOR CONSTRUCTION OF

2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS PROJECT

DATE:	May 15, 2025
TO:	Plan Holders
SUBJECT:	Revision to Bid Set
BID OPENING DATE:	**May 29, 2025 at 2:00 PM**

This Addendum forms a part of the Bidding and Contract Documents and modifies the Bid Documents as described below. This addendum consists of a total of four (4) pages plus attachments.

The following revisions shall be made to the Project Manual:

1. DOCUMENT 00 2113 INSTRUCTIONS TO BIDDERS, Section 2.03 Paragraph D shall be replaced with the following: "Document 00 ~~4314~~ **4336** (Subcontractors List). Bidders must submit Document 00 ~~4314~~ **4336** (Subcontractors List) completed in accordance with the provisions of Document 00 ~~4314~~ **4336**. The Subcontractors List must include the names, location, place of business, and other information required by Document 00 ~~4314~~ **4336**, of all subcontractors who will perform any portion of work, including labor, rendering of service, or specially fabricating and installing a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the total Bid amount. Any violation of this requirement may result in a Bid being deemed non-responsive and not being considered. Bidders may, in their discretion, submit all information required in Subcontractors List other than names and places of business, within 24 hours after the deadline established for receipt of Bids."

2. DOCUMENT 00 2113 INSTRUCTIONS TO BIDDERS, Section 3.01 Paragraph C shall be replaced with the following: "For the Apparent Low Bidder only, Owner will evaluate the Apparent Low Bidder for responsiveness to the requirements of ~~Document 00 4513~~ **the Project Manual** and for Responsibility."

3. DOCUMENT 00 4113 BID FORM, Pages 1 through 5 shall be deleted and replaced in its entirety with the attached Document 00 4113 Pages 1 through 5 labeled as **"REVISED PER ADDENDUM NO. 1**."

4. DOCUMENT 00 7200 GENERAL CONDITIONS, ARTICLE 11 TIME ALLOWANCES, 11.07 LIQUIDATED DAMAGES remove paragraph D:

   ~~D. Contractor and Owner agree that the Key Personnel listed in Contractor's Statement of Qualifications (Document 00 4513) were a material factor in Owner's assessment of Contractor's experience and the adequacy of Contactor's supervisory personnel. Accordingly, Contractor and Owner agree that Contractor shall not remove, reassign or make changes to any of the Key Personnel without Owner's prior written approval. In the event that any Key Personnel leaves the Project, is reassigned and/or is removed and replaced by Contractor before Project Final Completion, for any reason whatsoever, Contractor agrees to pay Owner liquidated damages as set forth in the Agreement (Document 00 5200), unless Contractor can demonstrate to Owner's satisfaction that the Key Personnel were reassigned and/or removed and replaced for reasons beyond Contractor's control.~~

5. TECHNICAL SPECIFICATIONS, ARTICLE 1 – COORDINATION, the following paragraph shall be added between the 3rd and 4th paragraphs:

   Contractor shall notify in writing any impacted businesses and residents at least 7 calendar days prior to any work fronting their driveways and/or business entrances. The written notice shall be approved by the Engineer prior to delivery. At no time shall a driveway or business entrance be fully inaccessible to vehicular and/or pedestrian traffic without prior approval from business, property owner, and/or resident. Work may require staging to provide continuous access. Contractor may provide detour or temporary bridge for traffic to pass around or over any

interference, which Contractor shall maintain in satisfactory condition as long as interference continues. Unless otherwise provided in the Contract Documents, Contractor shall bear the cost of these temporary facilities.

6. TECHNICAL SPECIFICATIONS, ARTICLE 3 – SUBMITTALS, list of technical submittals shall be replaced with the following:

   A. Emergency Contact Names and Phone Numbers
   B. CPM Schedule
   C. Traffic Control Plan
   D. Public Notice of Roadwork
   E. Water Pollution Control Plan
   F. Hot Mix Asphalt Concrete Job Mix Design
   G. **Type II Micro Surfacing Wearing Course**
   H. **Type 5 Fiberized Micro Surfacing System**
   I. **Three-Layer System**
   J. Portland Cement Concrete Mix Design
   K. Aggregate Base Source, Gradation and Certification
   L. Detectable Warning Surface
   M. ~~Signal poles~~ **RRFB equipment**

7. TECHNICAL SPECIFICATIONS, ARTICLE 5 – TRAFFIC CONTROL SYSTEM, paragraph 1 shall be replaced with the following:

   A traffic control system shall consist of closing traffic lanes in accordance with the provisions of Section 12, "Construction Area Traffic Control Devices" ~~of the State Standards, the provisions under "Maintaining Traffic" elsewhere in these special provisions.~~

8. TECHNICAL SPECIFICATIONS, ARTICLE 15 – MISCELLANEOUS CONCRETE AND RELATED ITEMS, SECTION 15.010 MEASUREMENT AND PAYMENT, paragraph 2 shall be replaced with the following:

   Sidewalk With Retaining Curb shall be measured and paid for by the square foot **as sidewalk**, including the retaining curb measured in plan view. **The exception shall be the sidewalk acting as the foundation for the retaining wall on Military West between Sta 124+76 and 126+20 which will not be measured and shall be paid as retaining wall.**

9. TECHNICAL SPECIFICATIONS, ARTICLE 15 – MISCELLANEOUS CONCRETE AND RELATED ITEMS, SECTION 15.010 MEASUREMENT AND PAYMENT, paragraph 4 shall be replaced with the following:

   Retaining Wall as shown in the plans shall be paid for per the square foot measured area of vertical face between the top of the sidewalk and the top of the wall. The contract square foot price paid shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in constructing the retaining wall stem, ~~and~~ reinforced sidewalk, **curb and gutter, and 1' x 1' footing key**, complete in place, including excavation, backfill, aggregate base, drilling, dowels and dowelling, reinforcement, Portland cement concrete, score marks, expansion joints, weakened plane joints, furnishing and applying curing compound, cleanup and other incidental work, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

10. TECHNICAL SPECIFICATIONS, ARTICLE 18 – EXISTING SIGNING, STRIPING, AND PAVEMENT MARKERS, the following section shall be added:

    18.03 LOW PROFILE CURB BLOCK REMOVALS

    The contractor shall remove the low-profile curb blocks extending the median and discouraging left turn movements from northbound West 6th Street onto Military West. Where the low-profile curb blocks are removed, the divots left by the removal of asphalt shall be filled with bituminous material and leveled off with the top of pavement leaving no bump, divot, or excess materials.

SECTION 18.03 MEASUREMENT AND PAYMENT shall be renumbered to SECTION 18.04, and the first paragraph shall be replaced with the following:

The lump sum price paid per location for Remove Pavement Stripes, Markers, and Markings shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in removing pavement stripes, markers, and markings, **and low-profile curb blocks**, cleanup and other incidental work, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

11. TECHNICAL SPECIFICATIONS, the following article shall be added:

ARTICLE 20 – CHANNELIZERS AND CURBING

The channelizers and curbing shall be yellow with two yellow high intensity reflective wraps. Channelizers shall stand 36 inches from the roadway surface.

The channelizers shall be round posts capable of withstanding impacts from any direction and compliant with the Manual for Assessing Safety Hardway (MASH). Channelizers shall be self-righting and able to withstand multiple impacts.

The curb portion of the product shall have ribs below the curb to prevent breaking. Each curb section shall have ramped ends that can be used as end pieces. Curb sections shall be attached to the road surface utilizing anchors.

Channelizers shall be a maximum of 4' apart and have 2 reflective pavement markers between channelizers. Channelizers shall be within 2' of the ends of the curbing.

Post and curbs are to be manufactured from Urethane and/or HDPE. A Factory Representative shall be available for training on initial installations.

20.01 MEASUREMENT AND PAYMENT

The price paid per linear foot of "Channelizers with Curbing" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing the channelizers and curbing, cleanup and other incidental work, as shown on the plans, as specified in these special provisions, and as directed by the Engineer.

ARTICLE 20 – RECTANGULAR RAPID FLASHING BEACON shall be renumbered to ARTICLE 21. The list of technical specifications in DOCUMENT 00 0110 TABLE OF CONTENTS and DOCUMENT 00 0115 DRAWINGS, TABLES, SCHEDULES, TECHNICAL SPECIFICATIONS shall be revised to reflect this change.

12. All references to the 2022 Caltrans Standard Plans and Specifications shall be changed to the 2023 Caltrans Standard Plans and Specifications.

The following revisions shall be made to the Project Plans:

1. PLANS (Sheets 3, 7, 15, 19, 23, 29, 30, 31, 32, 33, and 35) – Sheets 3, 7, 15, 19, 23, 29, 30, 31, 32, 33, and 35 shall be deleted and replaced with the attached sheets 3, 7, 15, 19, 23, 29, 30, 31, 32, 33, and 35 marked as "**ADDENDUM NO. 1**" and dated **5/13/25**.

2. All references to the 2022 Caltrans Standard Plans and Specifications shall be changed to the 2023 Caltrans Standard Plans and Specifications.

REVISED PER ADDUENDUM NO. 1

DOCUMENT 00 4113

BID FORM

TO THE CITY OF BENICIA

THIS BID IS SUBMITTED BY:

_____

(Firm/Company Name)

2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS
CITY PROJECT NOS. 22-04, 22-21, AND 23-01

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the **CITY OF BENICIA** in the form substantially similar to the that included in the Contract Documents, Document 00 5200 (Agreement) or has attached proposed modifications to the form of Contract as an Addendum to this confirmation of Acceptance, and to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 1113 (Notice Inviting Bids), and Document 00 2113 (Instructions to Bidders) including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 120 Days after the day of Bid opening.

3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, attended the mandatory Pre-Bid Meeting, if any, received the Pre-Bid Meeting minutes (if any), and received the following Addenda:

Addendum Number	Addendum Date	Signature of Bidder

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

SCHEDULE OF BID PRICES

All Bid items, including lump sums, unit prices and alternates (if any), must be filled in completely. Bid items are described in Section 01 1100 (Summary of Work). Quote in figures only unless words are specifically requested.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS		
2	Traffic Control System	1	LS		
3	Portable Changeable Message Boards	1	LS		
4	Water Pollution Control Program	1	LS		
5	Clearing and Grubbing	1	LS		
PAVEMENT REHABILITATION / ROADWAY IMPROVEMENTS – MILITARY WEST/EAST					
6	Remove Existing Striping	1	LS		
7	Curb, Gutter, and Pavement Repair (near **STA 116+50 &** STA 122+00)	1	LS		
8	HMA Type A – 4 Inch Depth – Grind and Replace Areas	280	TON		
9	Cold Plane Asphalt Concrete Pavement (1/8" Depth)	400	SY		
10	Tapered Keycut (Wedge Grind, 4 Feet Wide, ½" Depth)	7,500	LF		
11	Type III Microsurface	36,300	SY		
12	Asphalt Rubber Chip Seal	13,000	SY		
13	Type II Microsurface	40,800	SY		
14	Adjust Monument Cover to Grade	8	EA		
15	Adjust Manhole Cover to Grade	8	EA		
16	Adjust Utility Cover to Grade	35	EA		
SIGNING AND STRIPING – MILITARY WEST/EAST					
17	**Channelizers with Curbing**	**50**	**LF**		
18	Thermoplastic Traffic Stripe – Detail 9	3,600	LF		
19	Thermoplastic Traffic Stripe – Detail 22	3,000	LF		
20	Thermoplastic Traffic Stripe – Detail 29	4,000	LF		
21	Thermoplastic Traffic Stripe – Detail 32	2,700	LF		
22	Thermoplastic Traffic Stripe – Detail 37B	800	LF		
23	Thermoplastic Traffic Stripe – Detail 38	1,100	LF		
24	Thermoplastic Traffic Stripe – Detail 39	14,000	LF		
25	Thermoplastic Traffic Stripe – Detail 39A	2,000	LF		
26	Thermoplastic Traffic Stripe – Detail 40	200	LF		
27	Thermoplastic Traffic Stripe – Detail 41	450	LF		
28	Thermoplastic Pavement Marking (White)	3,000	SF		
29	Thermoplastic Pavement Marking (Yellow)	500	SF		
30	Thermoplastic Pavement Marking (Green)	3,000	SF		
31	Paint Curb (2-Coat, Red)	150	SF		
KEARNEY MID-BLOCK, KEARNEY AND ROSE, HASTINGS AND SOUTHAMPTON, MILITARY EAST AND EAST 5TH STREET (HSIP 10)					
32	Remove Concrete – Sidewalk, C&G, Curb Ramp	2,700	SF		
33	Remove Asphalt Concrete Pavement	5,760	SF		
34	Remove Stamped Concrete	245	SF		
35	HMA Type A – Variable Depth	180	TON		
36	Minor Concrete – Curb Ramp (Type A)	660	SF		

37	Minor Concrete – Curb Ramp (Type C)	110	SF		
38	Minor Concrete (Curb and Gutter)	800	LF		
39	Minor Concrete (Sidewalk)	1,200	SF		
40	Concrete (Ditch Lining)	1	CY		
41	Detectable Warning Surface	210	SF		
42	Minor Concrete (Stamped Concrete)	670	SF		
43	Minor Concrete – Curb and Gutter	815	LF		
44	Remove and Replace Fence (Split Rail, Wood Post)	25	LF		
45	RRFB 1-Way (Including Signs)	2	EA		
46	RRFB 2-Way (Including Signs)	3	EA		
47	Remove Sign and Post	4	EA		
48	Remove Sign (Post to Remain)	2	EA		
49	Relocate Sign to Existing Post	2	EA		
50	New Sign and Post	5	EA		
51	New Sign on Existing Post	4	EA		
52	Remove Existing Striping	1	LS		
53	Thermoplastic Traffic Stripe – Detail 22	340	LF		
54	Thermoplastic Traffic Stripe – Detail 25B	265	LF		
55	Thermoplastic Traffic Stripe – Detail 38	120	LF		
56	Thermoplastic Traffic Stripe – Detail 39	560	LF		
57	Thermoplastic Pavement Marking (White)	320	SF		
58	Thermoplastic Pavement Marking (Yellow)	1,255	SF		
59	Drainage Inlet	1	EA		
60	Relocate Irrigation Controller	1	EA		
61	Remove and Replace Bollard	1	EA		
62	Paint Curb (2-Coat, Red)	160	SF		
MILITARY WEST PEDESTRIAN IMPROVEMENTS STA. 124+75 TO STA. 134+15 (TDA-3 FY23/24)					
63	Remove Asphalt Concrete Pavement	3,600	SF		
64	HMA Type A – 9 Inch Depth	90	TON		
65	Minor Concrete (Retaining Wall)	**920**	SF		
66	Minor Concrete (Curb and Gutter)	**800**	LF		
67	Minor Concrete (Sidewalk)	**3,870**	SF		
68	Drain Connection to Existing Catch Basin	1	EA		
69	Small Rock Slope Protection	1	LS		
70	Downdrain Tee Adjustment	1	EA		
MILITARY WEST AND WEST 3RD STREET PEDESTRIAN IMPROVEMENTS (TDA-3 FY22/23)					
71	Remove Concrete – Sidewalk, C&G, Curb Ramp	1,170	SF		
72	Remove Asphalt Concrete Pavement	620	SF		
73	Remove Concrete Pavers	30	SF		
74	HMA Type A – 9 Inch Depth	16	TON		
75	Minor Concrete – Curb Ramp (Type A)	90	SF		
76	Minor Concrete – Curb Ramp (Type C)	200	SF		
77	Minor Concrete – Curb Ramp (Type G)	30	SF		
78	Minor Concrete (Sidewalk)	900	SF		
79	Detectable Warning Surface	50	SF		
80	Minor Concrete – Curb and Gutter	150	LF		
81	Adjust Utility Boxes to Grade	1	EA		
82	Type I Pedestrian Barricade 2’	1	EA		
83	Remove Existing Striping	1	LS		
84	Thermoplastic Pavement Marking (White)	60	SF		
85	Thermoplastic Pavement Marking (Yellow)	1,500	SF		
86	Thermoplastic Pavement Marking (Green)	60	SF		

				BID TOTAL PRICE	**$**

TOTAL BASE BID PRICE:

_____

(Indicate Bid Price in Words)

BID ALTERNATE 1 – CRACK SEALING

ITEM	**DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT PRICE**	**TOTAL**
87	Crack Treatment (Asphalt Concrete Pavement)	50,000	LF		
				BID TOTAL PRICE	**$**

TOTAL BID ALTERNATE 1 PRICE:

_____

(Indicate Bid Price in Words)

5. The undersigned acknowledges that the Apparent Low Bidder will be determined as provided in Documents 00 1113 (Notice to Bidders) and Document 00 2113 (Instruction to Bidders).

6. Subcontractors for work are listed on Document 00 4314 (Subcontractors List), submitted herewith.

7. The undersigned Bidder understands that Owner reserves the right to reject this Bid.

8. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00 4113 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 2113 (Instructions to Bidders) within the times specified therein.

9. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.

10. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00 2113 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to the **CITY OF BENICIA**.

11. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00 7200 (General Conditions) and to complete all Work within the time specified in Document 00 5200 (Agreement).

12. The undersigned Bidder agrees that, in accordance with Document 00 7200 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 5200 (Agreement) shall be as set forth in Document 00 5200.

13. The names of all persons interested in the foregoing Bid as principals are: _____

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

NAME OF BIDDER: _____

licensed in accordance with an act for the registration of Contractors, and with license number:_____ Expiration: _____.

_____

(Place of Incorporation, if Applicable) (Principal)

_____

(Principal)

_____

(Principal)

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

_____

(Signature of Bidder)

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: _____

_____

_____

Contractor's Representative(s): _____

(Name/Title)

_____

(Name/Title)

_____

(Name/Title)

Officers Authorized to Sign Contracts _____
(Name/Title)

_____
(Name/Title)

_____
(Name/Title)

Telephone Number(s): _____
(Area Code) (Number)

_____
(Area Code) (Number)

Fax Number(s): _____
(Area Code) (Number)

_____
(Area Code) (Number)

Email Address(es): _____

_____

Date of Bid: _____

END OF DOCUMENT

PLEASE SIGN THIS ADDENDUM IN THE SPACE PROVIDED BELOW AND INCLUDE THE SIGNED COPY OF THIS ADDENDUM WITH YOUR BID DOCUMENTS. NOTE THAT BID DOCUMENTS SUBMITTED WITHOUT A SIGNED COPY OF THIS ADDENDUM MAY BE CONSIDERED NON-RESPONSIVE AND MAY BE REJECTED.

By: Derek Linsley May 15, 2025

Derek Linsley
Senior Civil Engineer, City of Benicia

Date

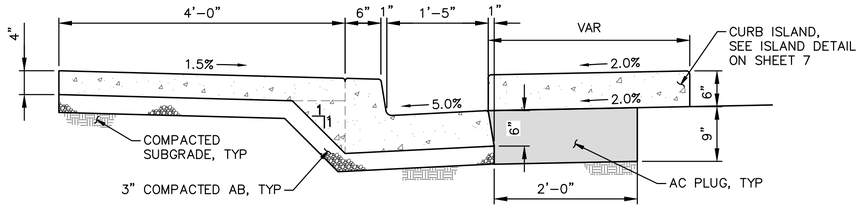
The undersigned has received and read this addendum.

Contractor Name

Signature

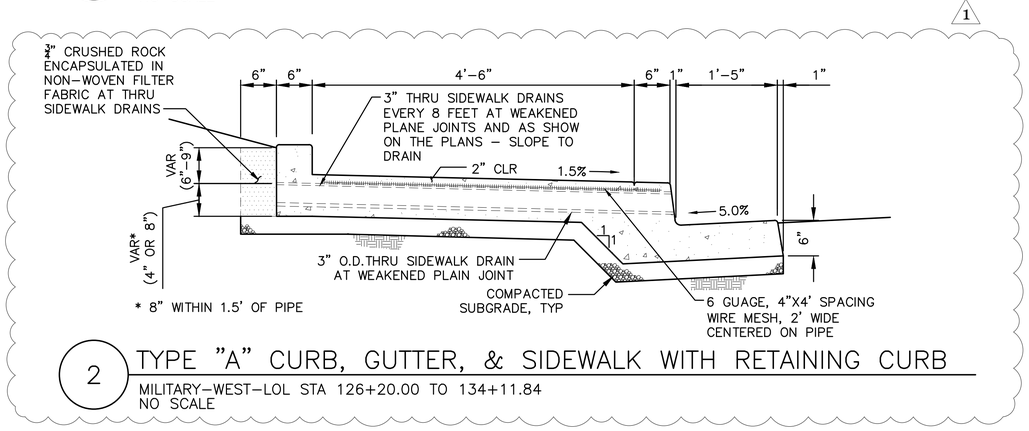
Name (printed)

Date



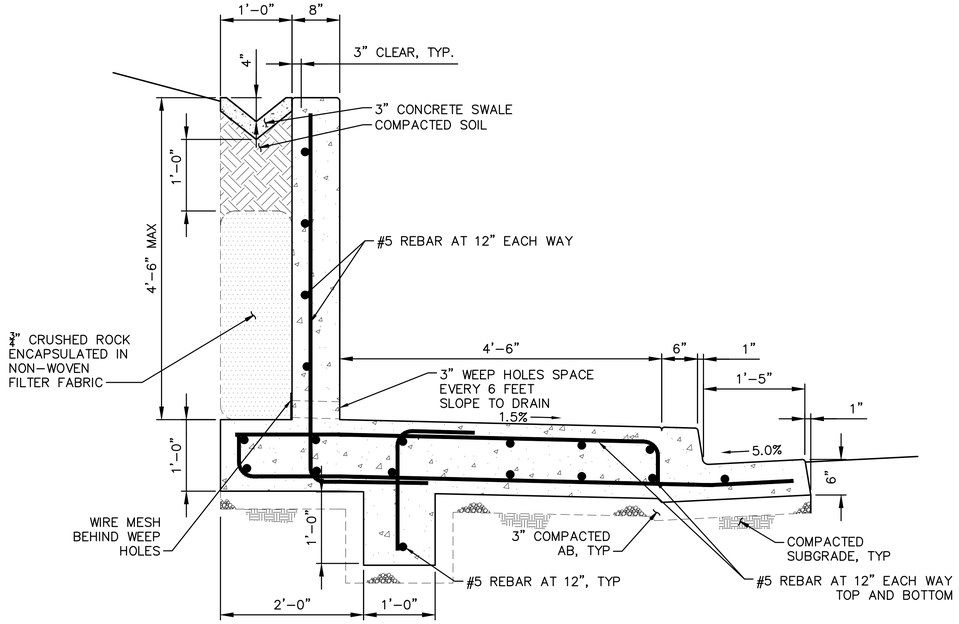
1 TYPE "A" CURB, GUTTER, & SIDEWALK

KEARNEY–MID–LOL STA 41+68.17 TO 41+94.67
NO SCALE



2 TYPE "A" CURB, GUTTER, & SIDEWALK WITH RETAINING CURB

MILITARY–WEST–LOL STA 126+20.00 TO 134+11.84
NO SCALE

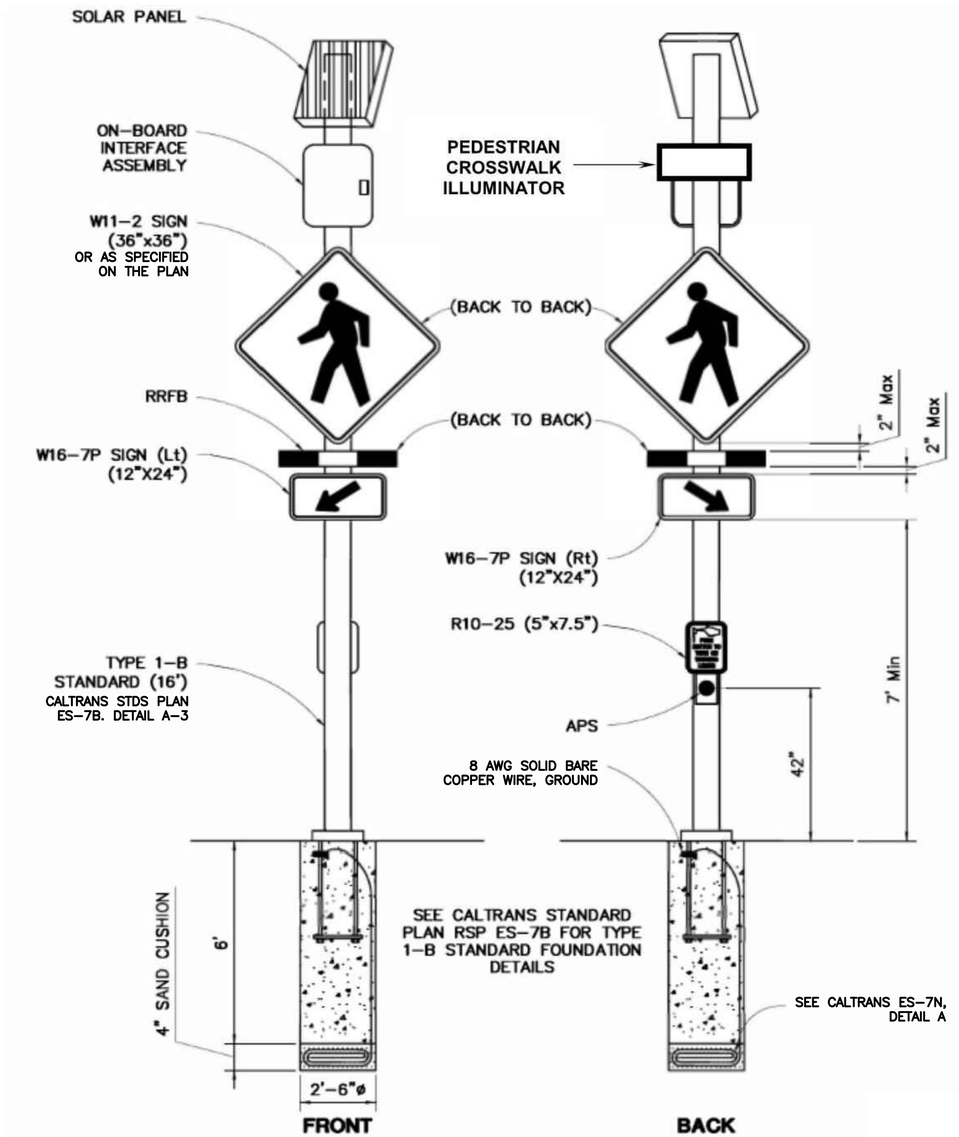


3 TYPE "A" CURB, GUTTER, & SIDEWALK WITH RETAINING WALL

MILITARY–WEST–LOL STA 124+76.32 TO 126+20.00
NO SCALE

NOTES

1. BROOM FINISH UNLESS OTHERWISE DIRECTED.
2. TOOL SCORE LINES EVERY 4 FT, LONGITUDINAL LINES TO SUIT CONDITIONS OR AS DIRECTED BY THE ENGINEER, 16 SF MAX
3. ALL #5 REBAR SHALL BE GRADE 40 OR BETTER.



4 TWO–WAY RRFB DETAIL

NO SCALE

NOTES

1. ONE–WAY RRFB'S SHALL BE AS SHOWN IN THE ABOVE DETAIL AS THE BACK.
2. SIGNS SHOWN AS W11–2 ON THE DETAIL MAY BE S1–1 SIGNS. SEE NOTES AT EACH LOCATION.
3. PED PUSHBUTTON SHALL BE ON THE SIDE OF THE POLE CLOSEST TO THE CURB RAMP.

NO.	REVISIONS	DATE	BY
1	ADDENDUM NO. 1	5/13/25	RL

HALEY & ALDRICH, INC.
785 Ygnacio Valley Road
Walnut Creek, CA 94596
Tel: 925.935.9771
www.haleyaldrich.com

REGISTERED PROFESSIONAL ENGINEER LYNNE B. FILSON No. 45681 CIVIL STATE OF CALIFORNIA

DATE: 5/1/2025

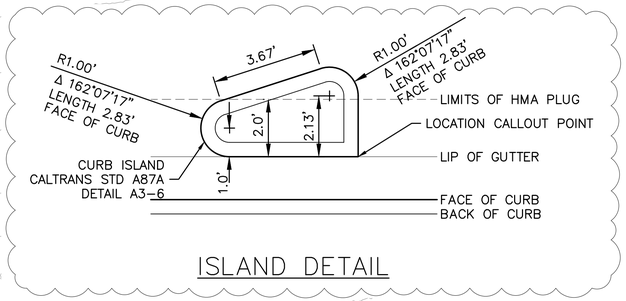
DETAILS

2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS
BENICIA, CALIFORNIA

SHEET NUMBER
03 OF 35

\\haleyaldrich.com\share\granite\2023\0207806-002 Benicia Bike and Ped Projects\AutoCAD\Sheets\03-DETAILS.dwg 5-13-25 01:49:41 PM kdrozynska

IMPROVEMENT PLAN



ISLAND DETAIL

INSTALL CALTRANS CASE A RAMP
STA 41+76.36
OFFSET: 28.17' LT
EL: 221.40 BACK OF WALK
TC EL TO MATCH EX
STA 41+78.24
OFFSET: 23.00' LT
EL: 220.75 RAMP
BEGIN FLARE
STA 41+78.21
OFFSET: 18.00' LT
EL: 220.63 TC=FL
END FLARE
STA 41+73.17
OFFSET: 22.50' LT
EL: 220.89 RAMP
BEGIN RETANING CURB,
TC EL TO MATCH EX
STA 41+75.71
OFFSET: 18.00' LT
EL: 220.85 TC
BEGIN FLARE MATCH EX
STA 41+68.17
OFFSET: 22.50' LT
EL: 220.74 BACK OF WALK
MATCH EX
STA 41+68.17
OFFSET: 18.50' LT
EL: 220.75 TC
BEGIN CG&S MATCH EX
STA 41+78.21
OFFSET: 16.50' LT

R&R IRRIGATION AS REQUIRED
RRFB (SEE SHEET 7 AND
DETAIL 4 SHEET 3)
STA 41+82.89
OFFSET: 28.17' LT
EL: 221.40 BACK OF WALK
TC EL TO MATCH EX
STA 41+82.58
OFFSET: 23.00' LT
EL: 220.75 RAMP
END FLARE
STA 41+82.55
OFFSET: 17.50' LT
EL: 220.55 TC=FL
BEGIN FLARE
STA 41+89.69
OFFSET: 22.50' LT
EL: 221.36 BACK OF WALK
END RETAINING CURB,
TC EL TO MATCH EX
STA 41+87.97
OFFSET: 18.00' LT
EL: 221.09 TC
END FLARE
STA 41+94.69
OFFSET: 22.50' LT
EL: 221.45 BACK OF WALK
MATCH EX
STA 41+94.67
OFFSET: 18.50' LT
EL: 221.36
END CG&S MATCH EX
STA 41+82.54
OFFSET: 16.50' LT

EX FENCE
R/W

KEARNEY STREET

KEARNEY-MID-LOL

40+00 40+50 41+00 41+50 42+00 42+50

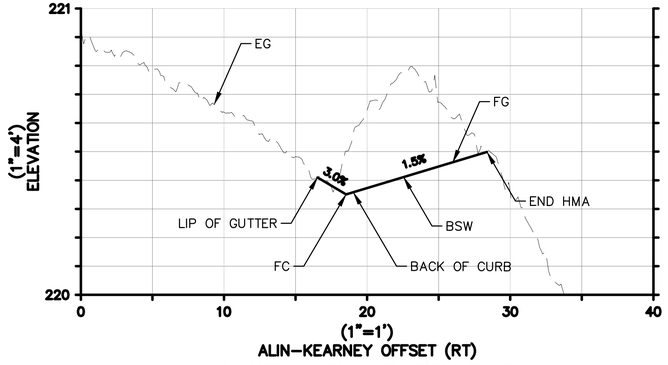
MONUMENT
STA 40+23.19
OFFSET: 0.19' LT
EL: 216.83

STA 41+75.24
OFFSET: 16.50' RT
STA 41+67.17
OFFSET: 18.00' RT, EL: 220.59 TC
BEGIN CG&S MATCH EX
STA 41+70.33
OFFSET: 18.00' RT, EL: 220.69 TC
BEGIN FLARE
STA 41+70.31
OFFSET: 22.50' RT
EL: 220.29 BACK OF WALK
BEGIN FLARE
STA 41+75.23
OFFSET: 18.00' RT
EL: 220.22 TC=FL
END FLARE
STA 41+75.21
OFFSET: 22.50' RT
EL: 220.31
END FLARE
STA 41+73.29
OFFSET: 27.50' RT
EL: 220.42 MATCH EX
STALL MODIFIED CALTRANS CASE C
AMP WITH PARTIAL RETAINING CURB
AND RAMP WIDTH=10'
RRFB (SEE SHEET 7 AND
DETAIL 4 SHEET 3)

STA 41+85.25
OFFSET: 16.50' RT
STA 41+95.68
OFFSET: 16.50' RT
EL: 220.90
END C&G MACTCH EX
STA 41+95.66
OFFSET: 22.00' RT
EL: 221.34 BACK OF WALK
END FLARE MATCH EX
STA 41+89.82
OFFSET: 22.42' RT
END AC BERM BEGIN RETAINING CURB
STA 41+85.23
OFFSET: 18.00' RT
EL: 220.41 TC=FL
BEGIN FLARE
AC BERM, CALTRANS 2022 STD A87B
STA 41+85.21
OFFSET: 22.50' RT
EL: 220.48 BACK OF WALK
BEGIN FLARE
STA 41+87.03
OFFSET: 27.00' RT
EL: 220.86 MATCH EX
BEGIN AC BERM
REPLACE BOLLARD

R/W

MCCALL DRIVE



CASE C RAMP PROFILE

LEGEND

- PAVEMENT MARKING REMOVAL
- REMOVE AC
- REMOVE PCC
- REMOVE PAVERS
- PCC IMPROVEMENT
- HOT MIX ASPHALT (HMA)
- ADA WARNING SURFACE
- CLEAR AND GRUB
- STAMPED CONCRETE
- SAWCUT LINE

10 0 10 20
SCALE FEET

NO.	REVISIONS	DATE	BY
1	ADDENDUM NO. 1	5/13/25	RL

HALEY & ALDRICH, INC.
785 Ygnacio Valley Road
Walnut Creek, CA 94596
Tel: 925.935.9771
www.haleyaldrich.com

REGISTERED PROFESSIONAL ENGINEER ★ LYNNE B. FILSON ★ No. 45681 ★ CIVIL ★ STATE OF CALIFORNIA

DATE: 5/1/2025

KEARNEY STREET MID-BLOCK
IMPROVEMENT PLAN

2025 CITYWIDE PAVEMENT
REHABILITATION
AND BICYCLE/PEDESTRIAN
IMPROVEMENTS

BENICIA, CALIFORNIA

SHEET NUMBER
07 OF 35

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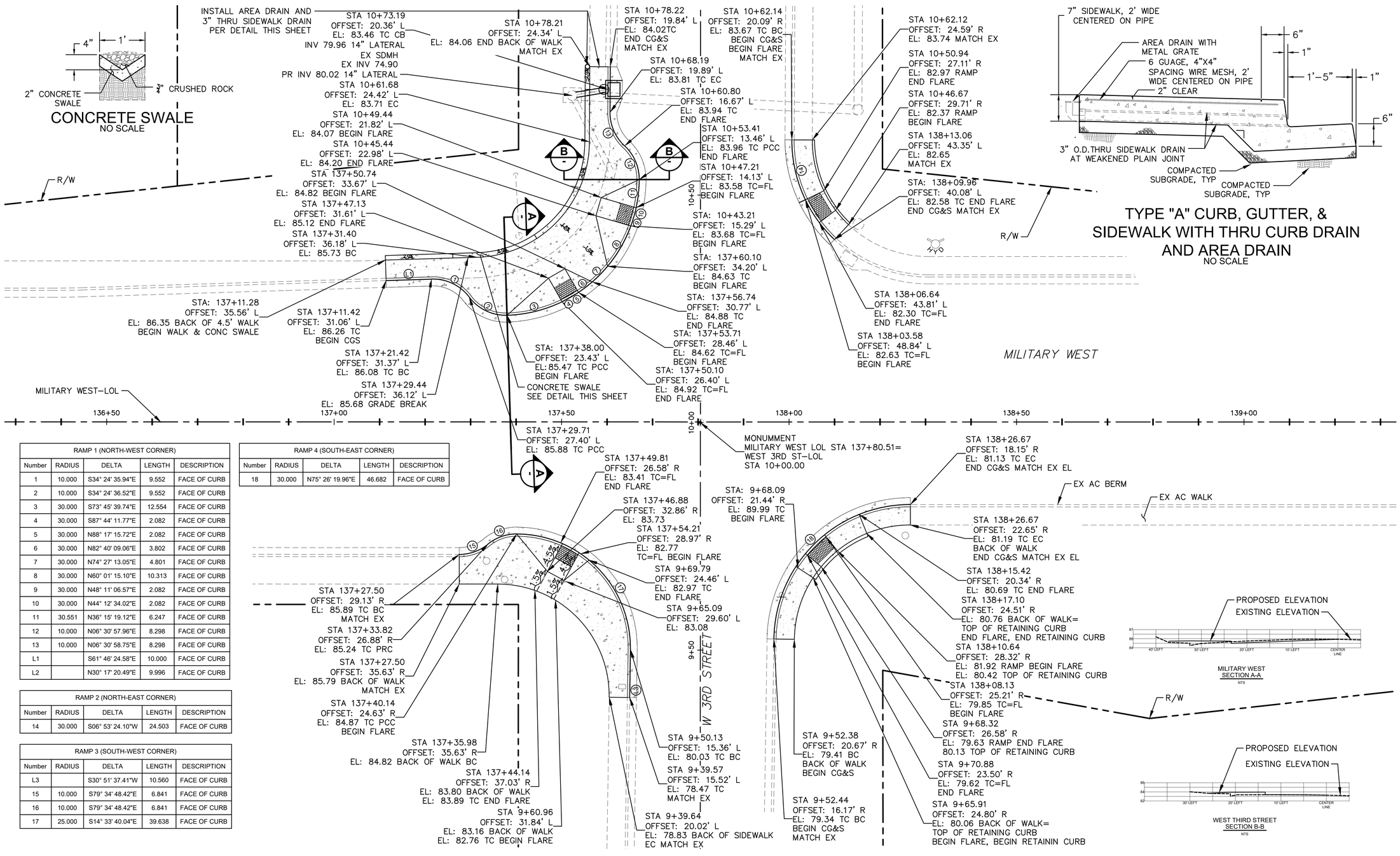
CONCRETE SWALE
NO SCALE



RAMP 1 (NORTH-WEST CORNER)				
Number	RADIUS	DELTA	LENGTH	DESCRIPTION
1	10.000	S34° 24' 35.94"E	9.552	FACE OF CURB
2	10.000	S34° 24' 36.52"E	9.552	FACE OF CURB
3	30.000	S73° 45' 39.74"E	12.554	FACE OF CURB
4	30.000	S87° 44' 11.77"E	2.082	FACE OF CURB
5	30.000	N88° 17' 15.72"E	2.082	FACE OF CURB
6	30.000	N82° 40' 09.06"E	3.802	FACE OF CURB
7	30.000	N74° 27' 13.05"E	4.801	FACE OF CURB
8	30.000	N60° 01' 15.10"E	10.313	FACE OF CURB
9	30.000	N48° 11' 06.57"E	2.082	FACE OF CURB
10	30.000	N44° 12' 34.02"E	2.082	FACE OF CURB
11	30.551	N36° 15' 19.12"E	6.247	FACE OF CURB
12	10.000	N06° 30' 57.96"E	8.298	FACE OF CURB
13	10.000	N06° 30' 58.75"E	8.298	FACE OF CURB
L1		S61° 46' 24.58"E	10.000	FACE OF CURB
L2		N30° 17' 20.49"E	9.996	FACE OF CURB

RAMP 2 (NORTH-EAST CORNER)				
Number	RADIUS	DELTA	LENGTH	DESCRIPTION
14	30.000	S06° 53' 24.10"W	24.503	FACE OF CURB

RAMP 3 (SOUTH-WEST CORNER)				
Number	RADIUS	DELTA	LENGTH	DESCRIPTION
L3		S30° 51' 37.41"W	10.560	FACE OF CURB
15	10.000	S79° 34' 48.42"E	6.841	FACE OF CURB
16	10.000	S79° 34' 48.42"E	6.841	FACE OF CURB
17	25.000	S14° 33' 40.04"E	39.638	FACE OF CURB

RAMP 4 (SOUTH-EAST CORNER)				
Number	RADIUS	DELTA	LENGTH	DESCRIPTION
18	30.000	N75° 26' 19.96"E	46.682	FACE OF CURB

TYPE "A" CURB, GUTTER, & SIDEWALK WITH THRU CURB DRAIN AND AREA DRAIN
NO SCALE

MILITARY WEST
SECTION A-A
NTS

WEST THIRD STREET
SECTION B-B
NTS

LEGEND

- PAVEMENT MARKING REMOVAL
- REMOVE AC
- REMOVE PCC
- REMOVE PAVERS
- PCC IMPROVEMENT
- HOT MIX ASPHALT (HMA)
- ADA WARNING SURFACE
- CLEAR AND GRUB
- STAMPED CONCRETE
- SAWCUT LINE

NOTES

1. CURB RAMPS SHALL BE CALTRANS CASE A OR CASE C WITH RETAINING CURB. AS SHOWN. SEE STD PLAN A88A.
2. STRIPING SHOWN ON SHEET 32.

10 0 10 20
SCALE FEET

NO.	REVISIONS	DATE	BY
1	ADDENDUM NO. 1	5/13/25	RL

HALEY & ALDRICH, INC.
785 Ygnacio Valley Road
Walnut Creek, CA 94596
Tel: 925.935.9771
www.haleyaldrich.com

REGISTERED PROFESSIONAL ENGINEER ★ LYNNE B. FILSON ★ No. 45681 ★ CIVIL ★ STATE OF CALIFORNIA

DATE: 5/1/2025

MILITARY WEST AND WEST 3RD ST IMPROVEMENT PLAN

2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS

BENICIA, CALIFORNIA

SHEET NUMBER
15 OF 35

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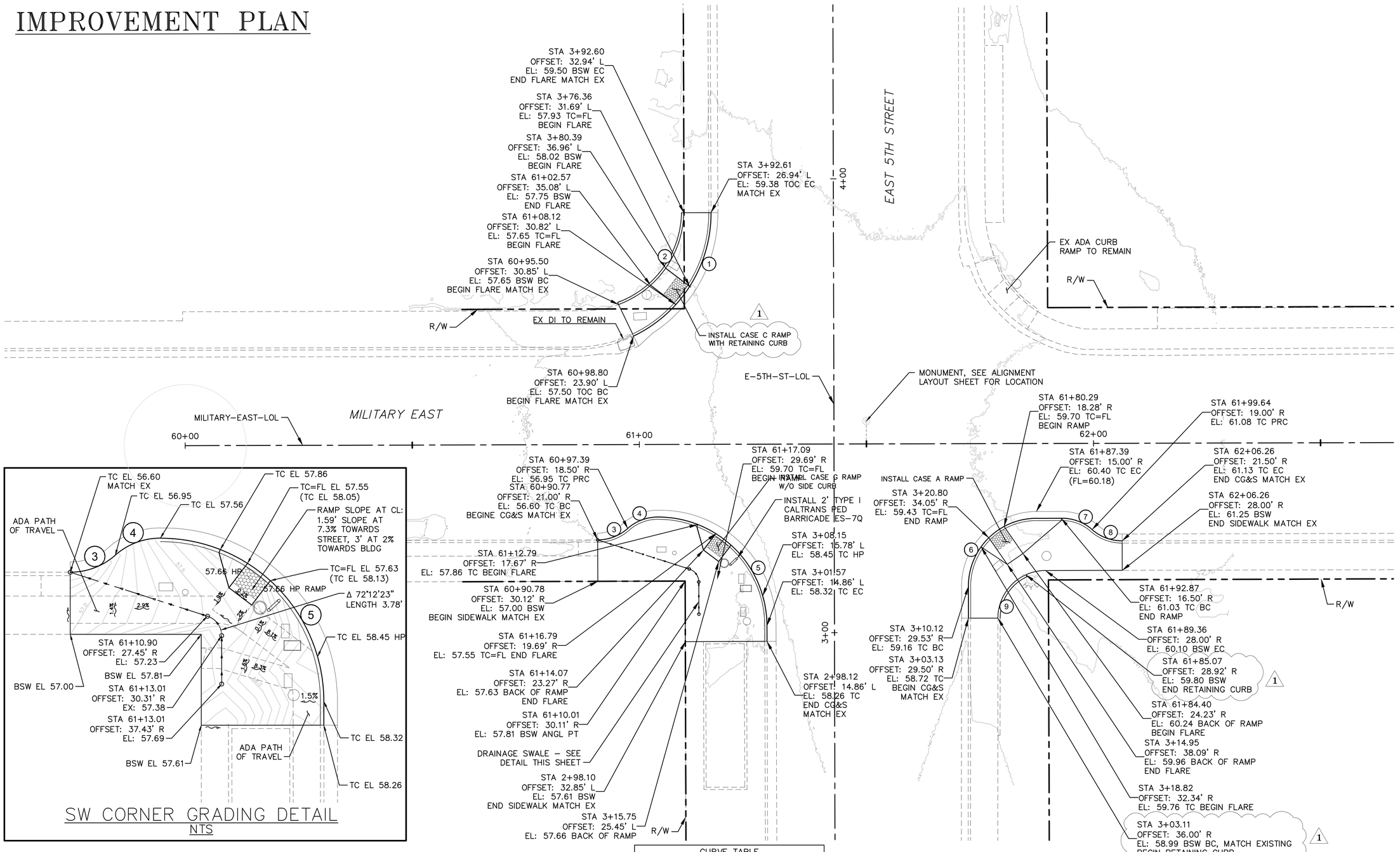
IMPROVEMENT PLAN



CURVE TABLE				
No.	RADIUS	DELTA	LENGTH	DESCRIPTION
1	30.0'	64°41'30"	33.87'	FACE OF CURB
2	22.0'	68°39'01"	26.36'	BACK OF WALK
3	10.0'	41°24'35"	7.23'	FACE OF CURB
4	10.0'	41°24'35"	7.23'	FACE OF CURB
5	24.0'	89°57'05"	37.68'	FACE OF CURB
6	15.0'	89°47'44"	23.51'	FACE OF CURB
7	10.0'	41°24'35"	7.23'	FACE OF CURB
8	10.0'	41°24'235	86.76'	FACE OF CURB
9	10.5	89°47'44"	16.46'	BACK OF WALK

LEGEND

- ////////// PAVEMENT MARKING REMOVAL
- REMOVE AC
- REMOVE PCC
- REMOVE PAVERS
- PCC IMPROVEMENT
- HOT MIX ASPHALT (HMA)
- ADA WARNING SURFACE
- CLEAR AND GRUB
- STAMPED CONCRETE
- SAWCUT LINE

NO.	REVISIONS	DATE	BY
1	ADDENDUM NO. 1	5/13/25	RL

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Walnut Creek, CA 94596
Tel: 925.935.9771
www.haleyaldrich.com

REGISTERED PROFESSIONAL ENGINEER ★ LYNNE B. FILSON ★ No. 45681 ★ STATE OF CALIFORNIA ★ CIVIL

DATE: 5/1/2025

MILITARY EAST AND EAST 5TH ST
IMPROVEMENT PLAN

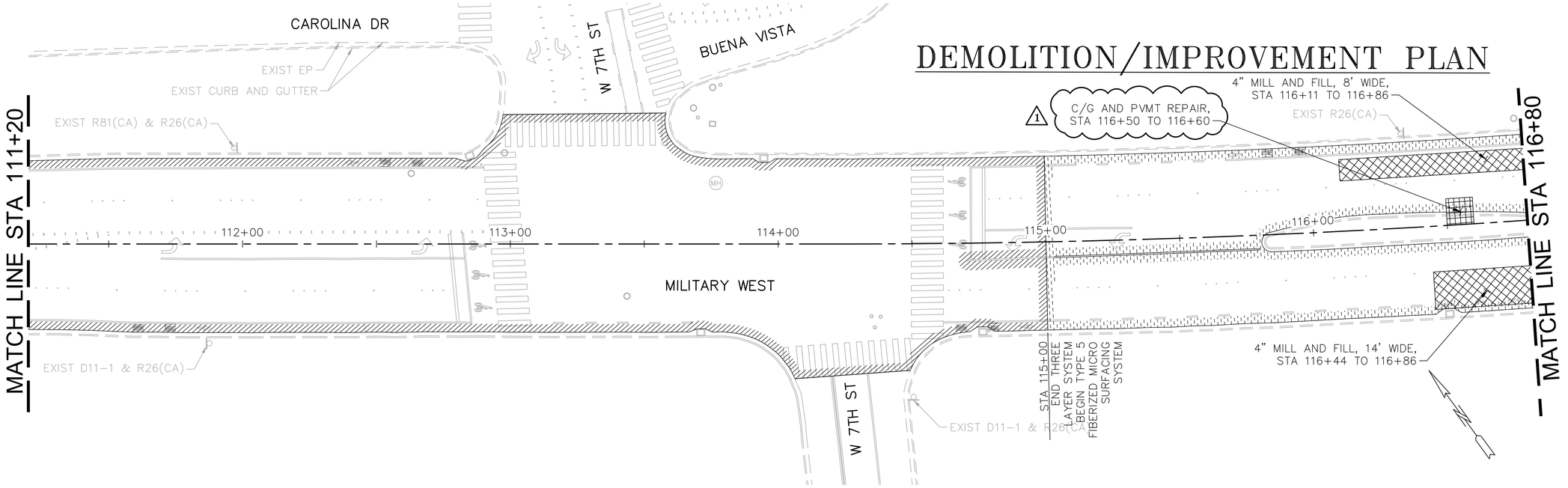
2025 CITYWIDE PAVEMENT
REHABILITATION
AND BICYCLE/PEDESTRIAN
IMPROVEMENTS

BENICIA, CALIFORNIA

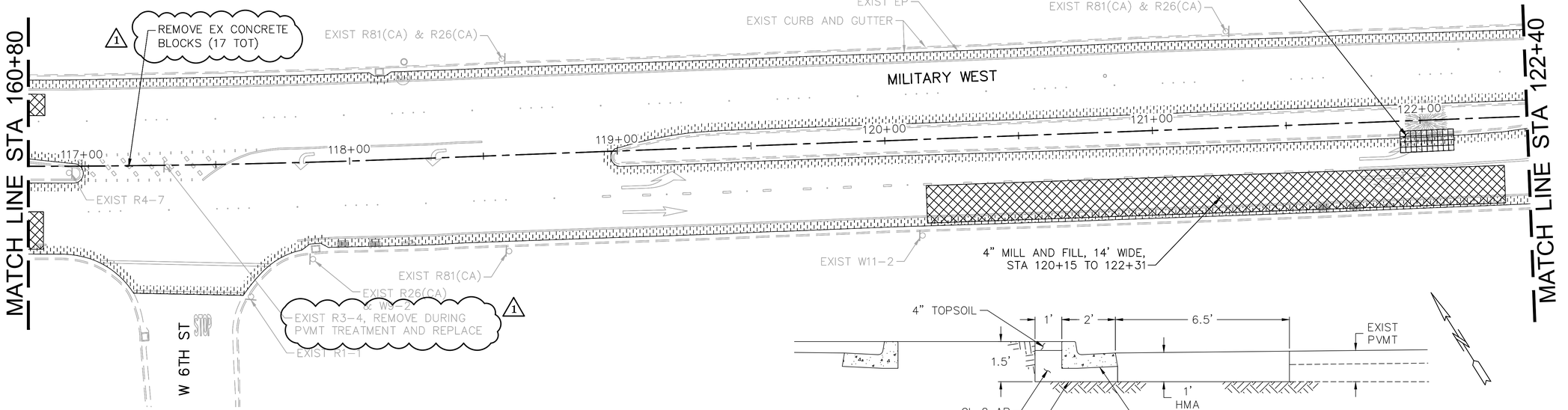
SHEET NUMBER
19 OF 35

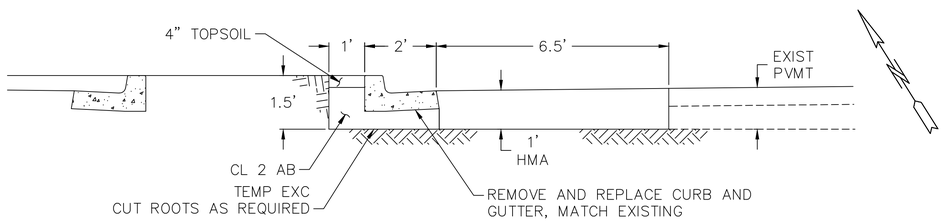
\\haleyaldrich.com\shares\granite\2023\0207806-002 Benicia Bike and Ped Projects\AutoCAD\Sheets\19-MILITARY-EAST-IMPR.dwg 5-13-25 01:52:18 PM kdrozynska

DEMOLITION/IMPROVEMENT PLAN



DEMOLITION/IMPROVEMENT PLAN





CURB, GUTTER, AND PAVEMENT REPAIR

LEGEND

- 4" MILL AND FILL PATCHING
- TYPE II MICRO SURFACING WEARING COURSE
- TYPE 5 FIBERIZED MICRO SURFACING SYSTEM
- THREE-LAYER SYSTEM

NOTES

1. CONTRACTOR SHALL REMOVE ALL EXISTING PAVEMENT MARKINGS AND GRIND TERMOPLASTIC IN THE PAVEMENT TREATMENT AREAS PRIOR TO SURFACE TREATMENT AND RE-ESTABLISH MARKINGS AS SHOWN ON THE SIGNING AND STRIPING SHEETS.

2. CONTRACTOR SHALL SEAL ALL EXISTING CRACKS IN THE ASPHALT WIDER THAN 1/4 INCH PRIOR TO THE PAVEMENT TREATMENT USING HOT-POURED RUBBERIZED ASPHALT CRACK SEALANT OR APPROVED EQUIVALENT. CRACKS GREATER THAN 1.5" SHALL BE ROUTED AND FILLED WITH FINE MIX HMA.

20 0 20 40
SCALE FEET

NO.	REVISIONS	DATE	BY
1	ADDENDUM NO. 1	5/13/25	RL

HALEY & ALDRICH, INC.
785 Ygnacio Valley Road
Walnut Creek, CA 94596
Tel: 925.935.9771
www.haleyaldrich.com

REGISTERED PROFESSIONAL ENGINEER ★ LYNNE B. FILSON ★ No. 45681 ★ C / V / L ★ STATE OF CALIFORNIA

DATE: 5/1/2025

MILITARY WEST
DEMOLITION AND IMPROVMENT PLAN
STA 111+20 TO 122+40

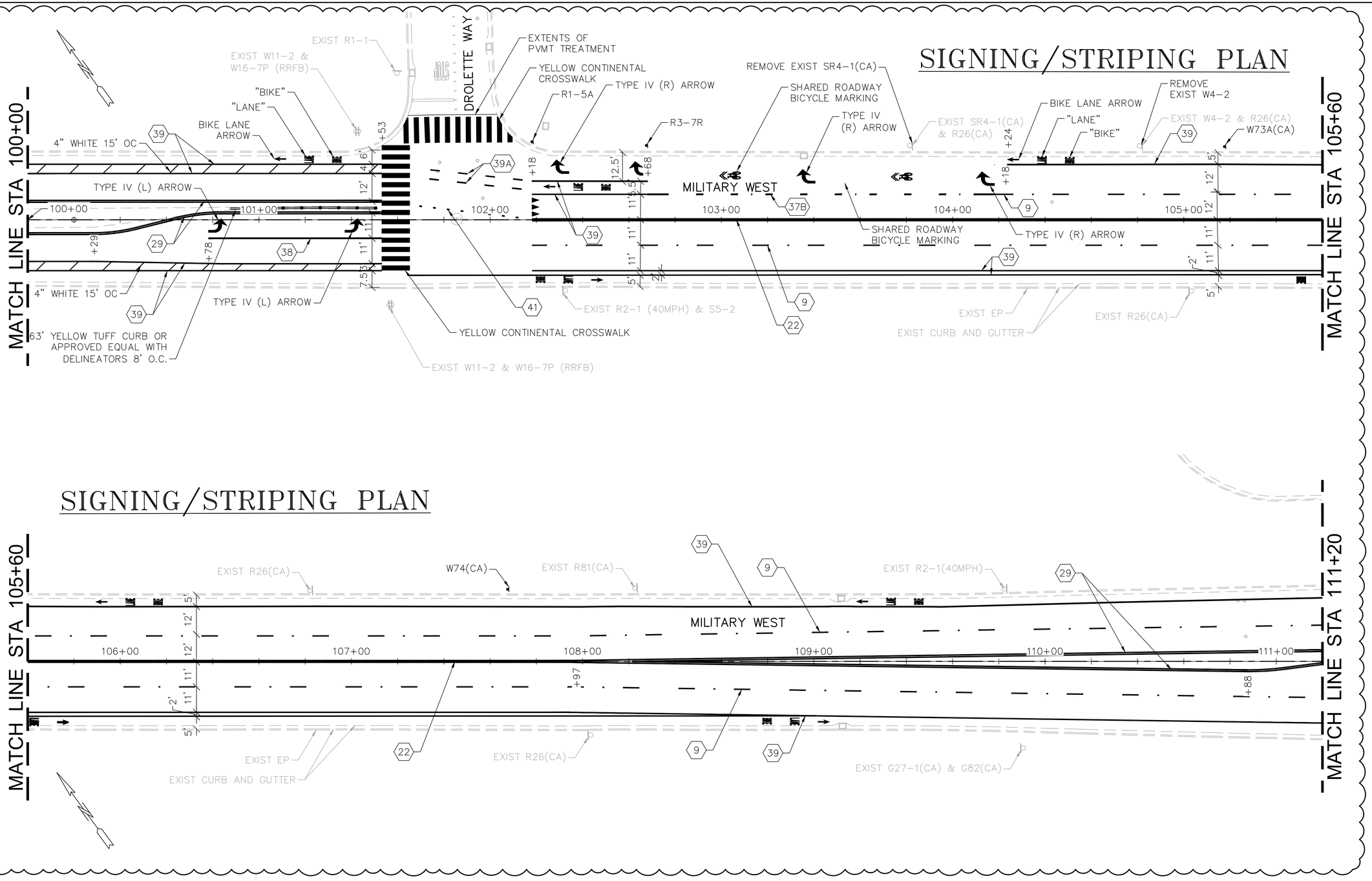
2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS

BENICIA, CALIFORNIA

SHEET NUMBER
23 OF 35

\\haleyaldrich\share\granite\2023\0207806-009.Benicia.PavePres.Mil West 1st to Drolette\AutoCAD\Sheets\21-27-DEMO AND IMPROVEMENTS.dwg 5-14-25 03:43:24 PM rlongoria

SIGNING/STRIPING PLAN



NOTES

1. SEE SHEETS A20A TO A24G OF THE CALTRANS 2023 STANDARD PLANS FOR PAVEMENT, MARKERS, TRAFFIC LINES AND PAVEMENT MARKINGS

SCALE 20 0 20 40 FEET

NO.	REVISIONS	DATE	BY
1	ADDENDUM NO. 1	5/13/25	RL

HALEY & ALDRICH, INC.
785 Ygnacio Valley Road
Walnut Creek, CA 94596
Tel: 925.935.9771
www.haleyaldrich.com

REGISTERED PROFESSIONAL ENGINEER LYNNE B. FILSON No. 45681 CIVIL STATE OF CALIFORNIA

DATE: 5/1/2025

MILITARY WEST
SIGNING AND STRIPING PLAN
STA 100+00 TO 111+20

2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS

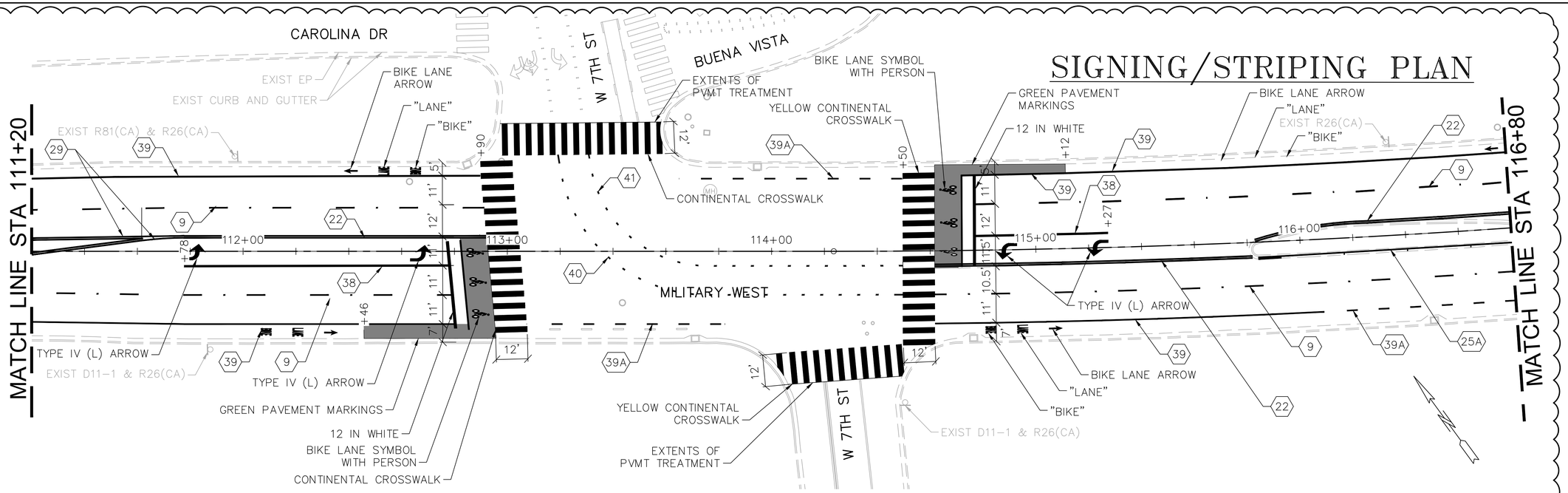
BENICIA, CALIFORNIA

SHEET NUMBER
29 OF 35

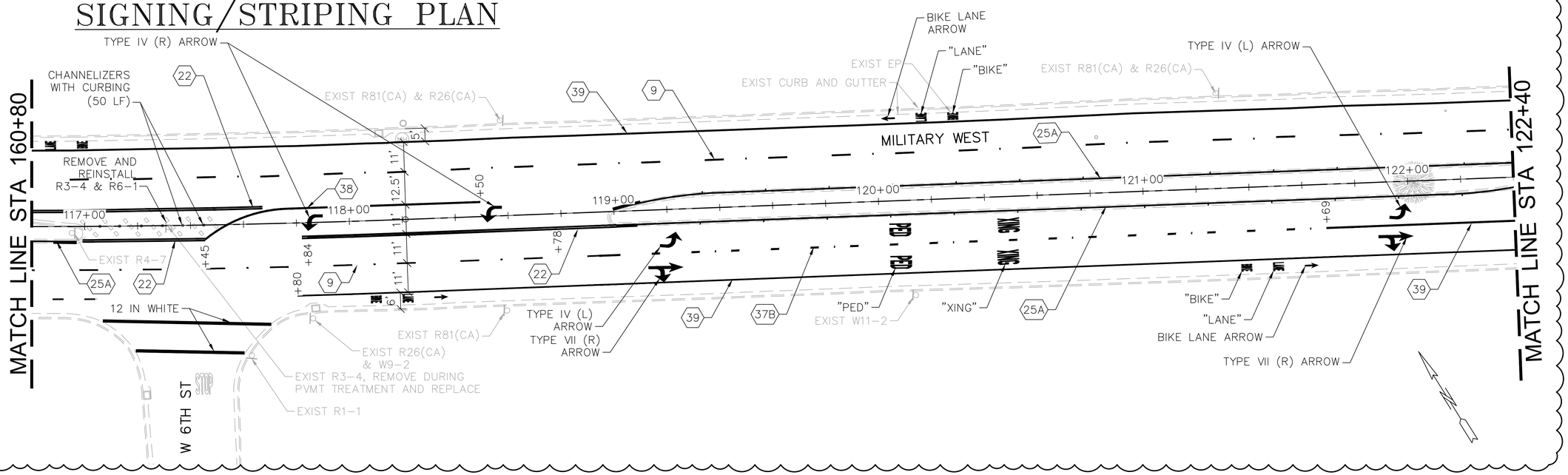
\\haleyaldrich\share\granite\2023\0207806-009.Benicia.PavePres.Mil West 1st to Droilette\AutoCAD\Sheets\28-34-SIGNING AND STRIPING.dwg 5-14-25 03:46:33 PM rlongoria

\\haleyaldrich.com\share\granite\2023\0207806-009.Benicia.PavePres.Mil West 1st to Droilette\AutoCAD\Sheets\28-34-SIGNING AND STRIPING.dwg 5-13-25 01:53:29 PM kdrozynska

SIGNING/STRIPING PLAN



SIGNING/STRIPING PLAN



1

NOTES

1. SEE SHEETS A20A TO A24G OF THE CALTRANS 2023 STANDARD PLANS FOR PAVEMENT, MARKERS, TRAFFIC LINES AND PAVEMENT MARKINGS

SCALE 20 0 20 40 FEET

NO.	REVISIONS	DATE	BY
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REGISTERED PROFESSIONAL ENGINEER LYNNE B. FILSON No. 45681 CIVIL STATE OF CALIFORNIA

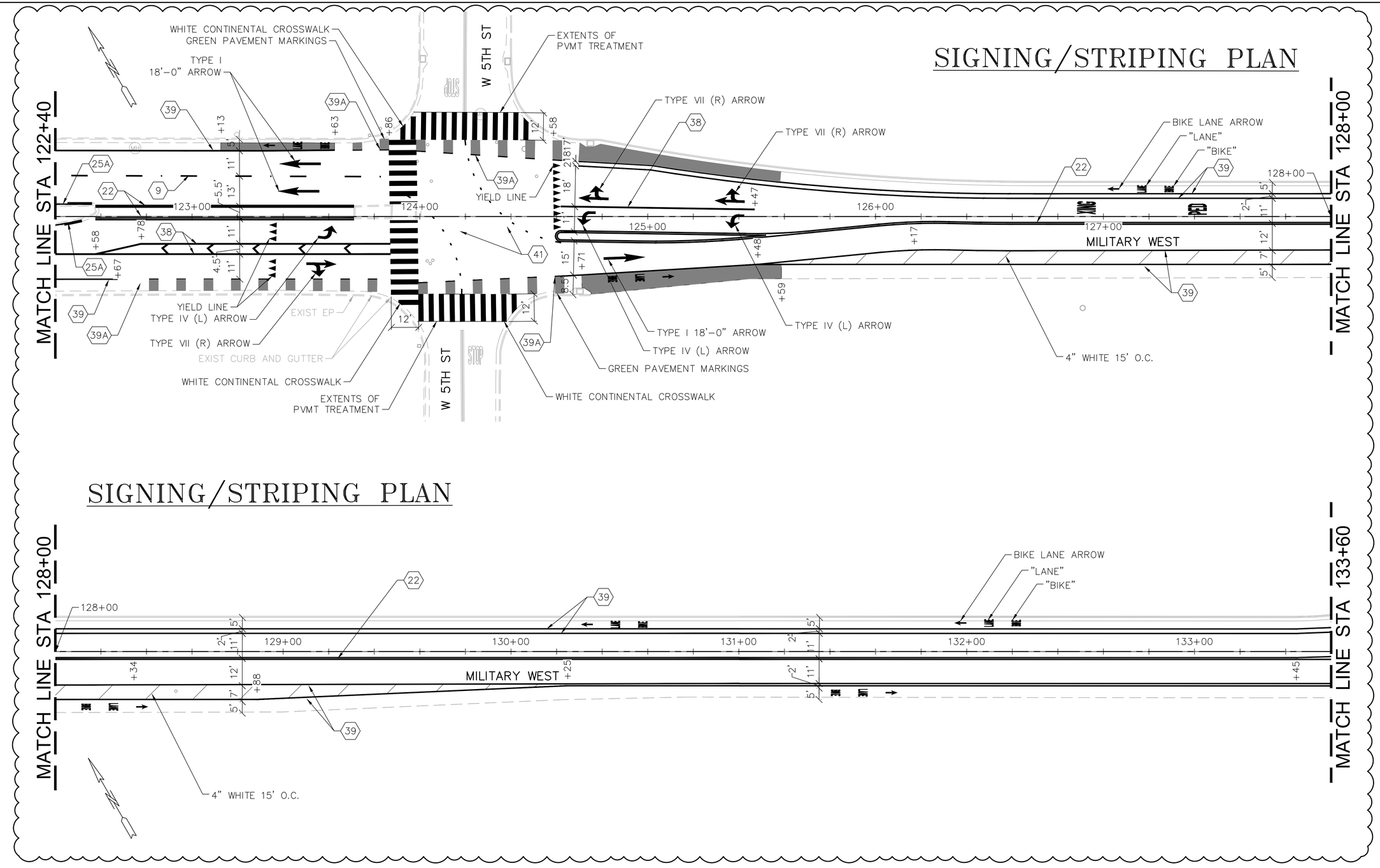
DATE: 5/1/2025

MILITARY WEST
SIGNING AND STRIPING PLAN
STA 111+20 TO 122+40

2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS

BENICIA, CALIFORNIA

SHEET NUMBER
30 OF 35



SIGNING/STRIPING PLAN

NOTES

1. SEE SHEETS A20A TO A24G OF THE CALTRANS 2023 STANDARD PLANS FOR PAVEMENT, MARKERS, TRAFFIC LINES AND PAVEMENT MARKINGS

20 0 20 40
SCALE FEET

NO.	REVISIONS	DATE	BY
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REGISTERED PROFESSIONAL ENGINEER LYMNE B. FILSON No. 45681 CIVIL STATE OF CALIFORNIA

DATE: 5/1/2025

MILITARY WEST
SIGNING AND STRIPING PLAN
STA 122+40 TO 133+60

2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS

BENICIA, CALIFORNIA

SHEET NUMBER
31 OF 35

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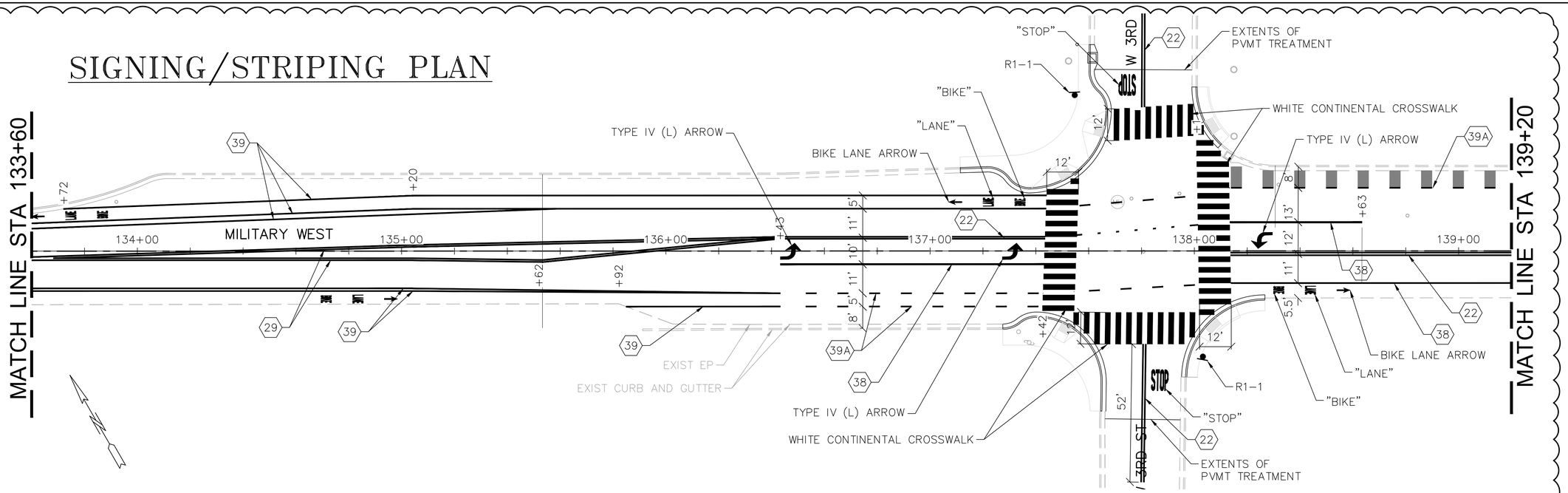
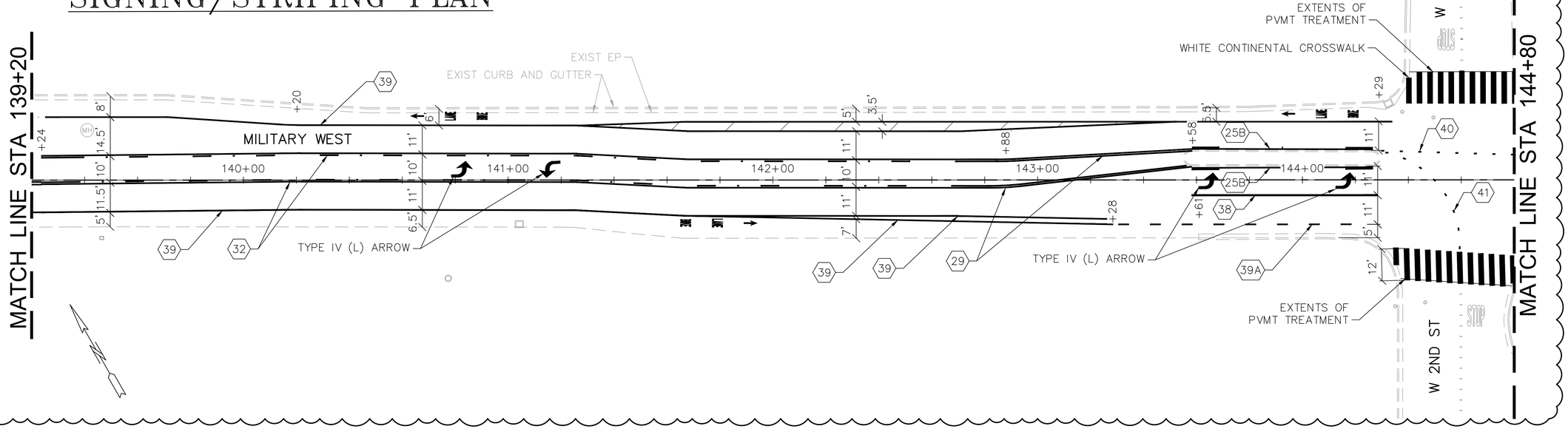
SIGNING/STRIPING PLAN



SIGNING/STRIPING PLAN



NOTES

1. SEE SHEETS A20A TO A24G OF THE CALTRANS 2023 STANDARD PLANS FOR PAVEMENT, MARKERS, TRAFFIC LINES AND PAVEMENT MARKINGS

SCALE 20 0 20 40 FEET

NO.	REVISIONS	DATE	BY
1	ADDENDUM NO. 1	5/13/25	RL

HALEY & ALDRICH, INC.
785 Ygnacio Valley Road
Walnut Creek, CA 94596
Tel: 925.935.9771
www.haleyaldrich.com

REGISTERED PROFESSIONAL ENGINEER ★ LYNNE B. FILSON ★ No. 45681 ★ CIVIL ★ STATE OF CALIFORNIA

DATE: 5/1/2025

MILITARY WEST
SIGNING AND STRIPING PLAN
STA 133+60 TO 144+80

2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS

BENICIA, CALIFORNIA

SHEET NUMBER
32 OF 35

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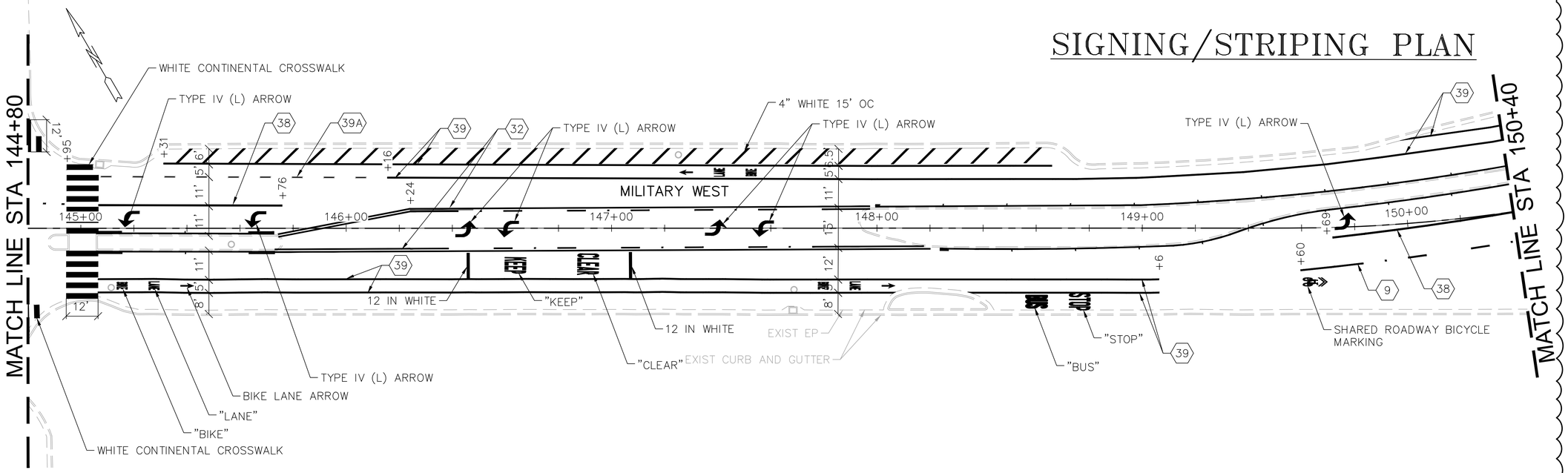
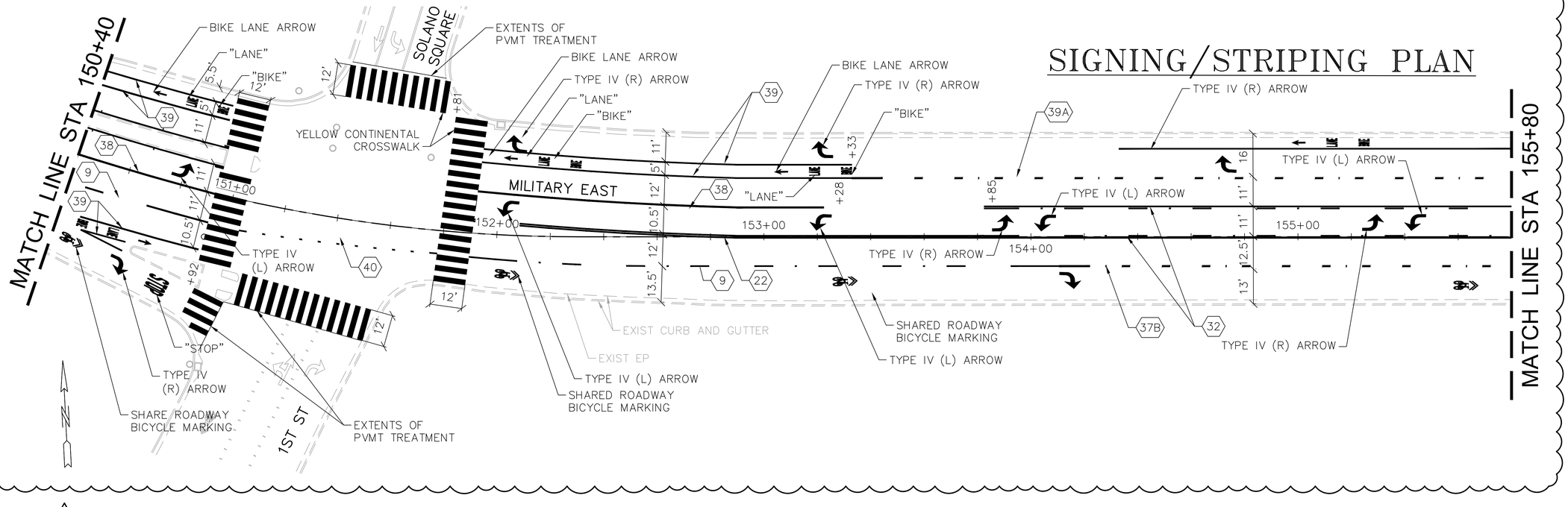
SIGNING/STRIPING PLAN





NOTES

1. SEE SHEETS A20A TO A24G OF THE CALTRANS 2023 STANDARD PLANS FOR PAVEMENT, MARKERS, TRAFFIC LINES AND PAVEMENT MARKINGS

SCALE 20 0 20 40 FEET

NO.	REVISIONS	DATE	BY
1	ADDENDUM NO. 1	5/13/25	RL

HALEY & ALDRICH, INC.
785 Ygnacio Valley Road
Walnut Creek, CA 94596
Tel: 925.935.9771
www.haleyaldrich.com

REGISTERED PROFESSIONAL ENGINEER ★ LYNNE B. FILSON ★ No. 45681 ★ CIVIL ★ STATE OF CALIFORNIA

DATE: 5/1/2025

MILITARY WEST / EAST
SIGNING AND STRIPING PLAN
STA 144+80 TO 155+80

2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS

BENICIA, CALIFORNIA

SHEET NUMBER
33 OF 35

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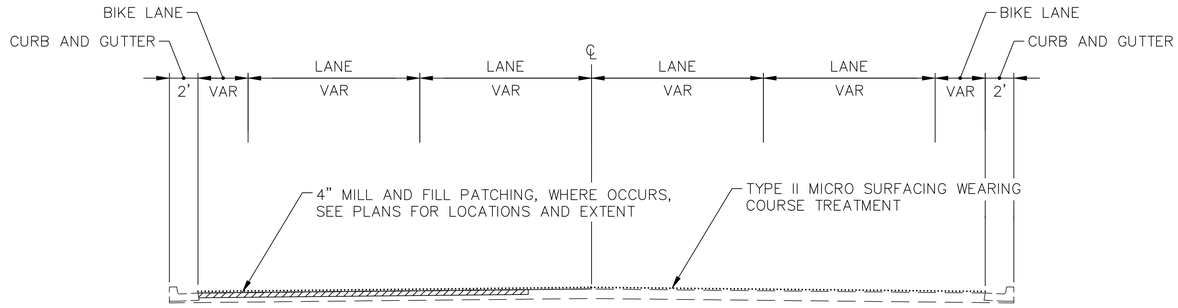
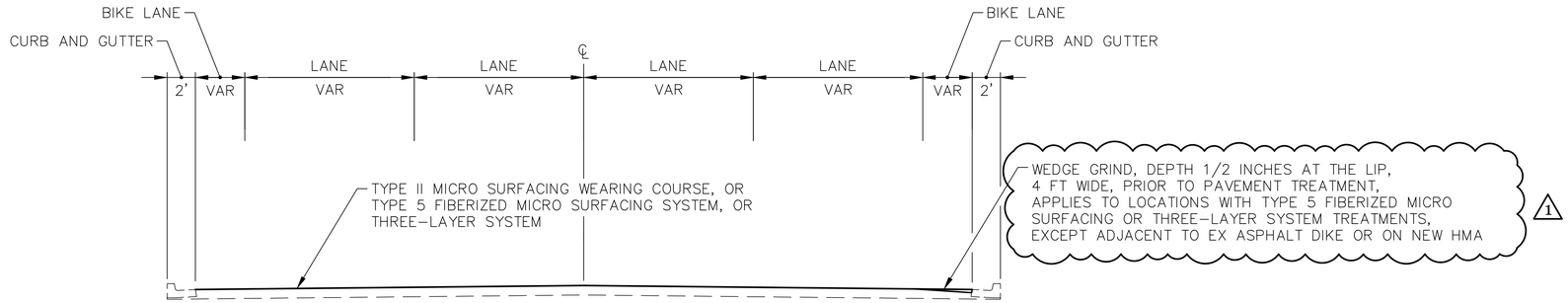


4" MILL AND FILL PATCHING



PAVEMENT SURFACE TREATMENT

NO WEDGE GRIND REQUIRED ADJACENT TO
EXISTING ASPHALT DKE OR ON NEW HMA

5 0 5 10
SCALE FEET

NO.	REVISIONS	DATE	BY
1	ADDENDUM NO. 1	5/13/25	RL

HALEY & ALDRICH, INC.
785 Ygnacio Valley Road
Walnut Creek, CA 94596
Tel: 925.935.9771
www.haleyaldrich.com

REGISTERED PROFESSIONAL ENGINEER
LYNNE B. FILSON
No. 45681
CIVIL
STATE OF CALIFORNIA

DATE: 5/1/2025

MILITARY WEST - MILITARY EAST
PAVEMENT TREATMENTS
TYPICAL SECTIONS

2025 CITYWIDE PAVEMENT
REHABILITATION
AND BICYCLE/PEDESTRIAN
IMPROVEMENTS

BENICIA, CALIFORNIA

SHEET NUMBER
35 OF 35

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ADDENDUM NO. 2
to
PROJECT MANUAL
FOR CONSTRUCTION OF

2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS PROJECT

DATE:	May 22, 2025
TO:	Plan Holders
SUBJECT:	Revision to Project Manual
BID OPENING DATE:	**May 29, 2025 at 2:00 PM**

This Addendum forms a part of the Bidding and Contract Documents and modifies the Bid Documents as described below. This addendum consists of a total of one (1) page plus attachments.

The following revisions shall be made to the Project Manual:

1. DOCUMENT 00 0107 SEALS PAGE shall be deleted and replaced in its entirety with the attached Document 00 0107 labeled as **"REVISED PER ADDENDUM NO. 2"**

2. DOCUMENT 00 4113 BID FORM, shall be deleted and replaced in its entirety with the attached Document 00 4113 Pages 1 through 6 labeled as **"REVISED PER ADDENDUM NO. 2**."

3. TECHNICAL SPECIFICATIONS, the attached ARTICLE 22 – TRAFFIC SIGNALS, LIGHTING & ELECTRICAL SYSTEMS shall be added to the Technical Specifications.

   The list of technical specifications in DOCUMENT 00 0110 TABLE OF CONTENTS and DOCUMENT 00 0115 DRAWINGS, TABLES, SCHEDULES, TECHNICAL SPECIFICATIONS shall be revised to reflect this change.

PLEASE SIGN THIS ADDENDUM IN THE SPACE PROVIDED BELOW AND INCLUDE THE SIGNED COPY OF THIS ADDENDUM WITH YOUR BID DOCUMENTS. NOTE THAT BID DOCUMENTS SUBMITTED WITHOUT A SIGNED COPY OF THIS ADDENDUM MAY BE CONSIDERED NON-RESPONSIVE AND MAY BE REJECTED.

By: Derek Linsley _____ May 22, 2025
Derek Linsley — Date
Senior Civil Engineer, City of Benicia

The undersigned has received and read this addendum.

_____ _____
Contractor Name — Signature

_____ _____
Name (printed) — Date

DOCUMENT 00 0107

SEALS PAGE

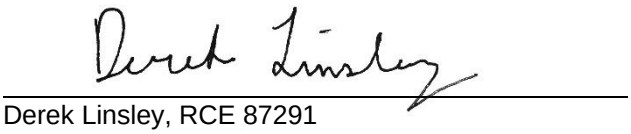
Engineer's Attest:

The following Project Manual has been prepared under the supervision of the undersigned.

Plans and Technical Specifications Prepared by:

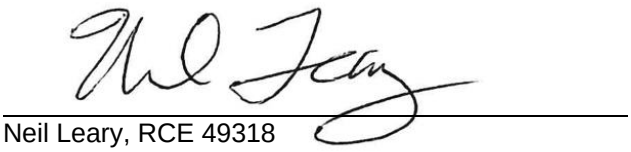
Lynne Filson, RCE 45681
Engineering Consultant

Reviewed by:



Derek Linsley, RCE 87291
Associate Civil Engineer

Approved by:



Neil Leary, RCE 49318
Deputy Public Works Director/City Engineer

END OF DOCUMENT

DOCUMENT 00 4113

BID FORM

TO THE CITY OF BENICIA

THIS BID IS SUBMITTED BY:

_____

(Firm/Company Name)

2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS
CITY PROJECT NOS. 22-04, 22-21, AND 23-01

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the **CITY OF BENICIA** in the form substantially similar to the that included in the Contract Documents, Document 00 5200 (Agreement) or has attached proposed modifications to the form of Contract as an Addendum to this confirmation of Acceptance, and to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 1113 (Notice Inviting Bids), and Document 00 2113 (Instructions to Bidders) including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 120 Days after the day of Bid opening.

3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, attended the mandatory Pre-Bid Meeting, if any, received the Pre-Bid Meeting minutes (if any), and received the following Addenda:

Addendum Number	Addendum Date	Signature of Bidder

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

SCHEDULE OF BID PRICES

All Bid items, including lump sums, unit prices and alternates (if any), must be filled in completely. Bid items are described in Section 01 1100 (Summary of Work). Quote in figures only unless words are specifically requested.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS		
2	Traffic Control System	1	LS		
3	Portable Changeable Message Boards	1	LS		
4	Water Pollution Control Program	1	LS		
5	Clearing and Grubbing	1	LS		
PAVEMENT REHABILITATION / ROADWAY IMPROVEMENTS – MILITARY WEST/EAST					
6	Remove Existing Striping	1	LS		
7	Curb, Gutter, and Pavement Repair (near STA 116+50 & STA 122+00)	1	LS		
8	HMA Type A – 4 Inch Depth – Grind and Replace Areas	280	TON		
9	Cold Plane Asphalt Concrete Pavement (1/8" Depth)	400	SY		
10	Tapered Keycut (Wedge Grind, 4 Feet Wide, ½" Depth)	7,500	LF		
11	Type III Microsurface	36,300	SY		
12	Asphalt Rubber Chip Seal	13,000	SY		
13	Type II Microsurface	40,800	SY		
14	Adjust Monument Cover to Grade	8	EA		
15	Adjust Manhole Cover to Grade	8	EA		
16	Adjust Utility Cover to Grade	35	EA		
17	**Replace Loop Detectors**	**22**	**EA**		
SIGNING AND STRIPING – MILITARY WEST/EAST					
18	Channelizers with Curbing	50	LF		
19	Thermoplastic Traffic Stripe – Detail 9	3,600	LF		
20	Thermoplastic Traffic Stripe – Detail 22	3,000	LF		
21	Thermoplastic Traffic Stripe – Detail 29	4,000	LF		
22	Thermoplastic Traffic Stripe – Detail 32	2,700	LF		
23	Thermoplastic Traffic Stripe – Detail 37B	800	LF		
24	Thermoplastic Traffic Stripe – Detail 38	1,100	LF		
25	Thermoplastic Traffic Stripe – Detail 39	14,000	LF		
26	Thermoplastic Traffic Stripe – Detail 39A	2,000	LF		
27	Thermoplastic Traffic Stripe – Detail 40	200	LF		
28	Thermoplastic Traffic Stripe – Detail 41	450	LF		
29	Thermoplastic Pavement Marking (White)	3,000	SF		
30	Thermoplastic Pavement Marking (Yellow)	500	SF		
31	Thermoplastic Pavement Marking (Green)	3,000	SF		
32	Paint Curb (2-Coat, Red)	150	SF		
KEARNEY MID-BLOCK, KEARNEY AND ROSE, HASTINGS AND SOUTHAMPTON, MILITARY EAST AND EAST 5TH STREET (HSIP 10)					
33	Remove Concrete – Sidewalk, C&G, Curb Ramp	2,700	SF		
34	Remove Asphalt Concrete Pavement	5,760	SF		
35	Remove Stamped Concrete	245	SF		
36	HMA Type A – Variable Depth	180	TON		

37	Minor Concrete – Curb Ramp (Type A)	660	SF		
38	Minor Concrete – Curb Ramp (Type C)	110	SF		
39	Minor Concrete (Curb and Gutter)	800	LF		
40	Minor Concrete (Sidewalk)	1,200	SF		
41	Concrete (Ditch Lining)	1	CY		
42	Detectable Warning Surface	210	SF		
43	Minor Concrete (Stamped Concrete)	670	SF		
44	Minor Concrete – Curb and Gutter	815	LF		
45	Remove and Replace Fence (Split Rail, Wood Post)	25	LF		
46	RRFB 1-Way (Including Signs)	2	EA		
47	RRFB 2-Way (Including Signs)	3	EA		
48	Remove Sign and Post	4	EA		
49	Remove Sign (Post to Remain)	2	EA		
50	Relocate Sign to Existing Post	2	EA		
51	New Sign and Post	5	EA		
52	New Sign on Existing Post	4	EA		
53	Remove Existing Striping	1	LS		
54	Thermoplastic Traffic Stripe – Detail 22	340	LF		
55	Thermoplastic Traffic Stripe – Detail 25B	265	LF		
56	Thermoplastic Traffic Stripe – Detail 38	120	LF		
57	Thermoplastic Traffic Stripe – Detail 39	560	LF		
58	Thermoplastic Pavement Marking (White)	320	SF		
59	Thermoplastic Pavement Marking (Yellow)	1,255	SF		
60	Drainage Inlet	1	EA		
61	Relocate Irrigation Controller	1	EA		
62	Remove and Replace Bollard	1	EA		
63	Paint Curb (2-Coat, Red)	160	SF		
MILITARY WEST PEDESTRIAN IMPROVEMENTS STA. 124+75 TO STA. 134+15 (TDA-3 FY23/24)					
64	Remove Asphalt Concrete Pavement	3,600	SF		
65	HMA Type A – 9 Inch Depth	90	TON		
66	Minor Concrete (Retaining Wall)	920	SF		
67	Minor Concrete (Curb and Gutter)	800	LF		
68	Minor Concrete (Sidewalk)	3,870	SF		
69	Drain Connection to Existing Catch Basin	1	EA		
70	Small Rock Slope Protection	1	LS		
71	Downdrain Tee Adjustment	1	EA		
MILITARY WEST AND WEST 3RD STREET PEDESTRIAN IMPROVEMENTS (TDA-3 FY22/23)					
72	Remove Concrete – Sidewalk, C&G, Curb Ramp	1,170	SF		
73	Remove Asphalt Concrete Pavement	620	SF		
74	Remove Concrete Pavers	30	SF		
75	HMA Type A – 9 Inch Depth	16	TON		
76	Minor Concrete – Curb Ramp (Type A)	90	SF		
77	Minor Concrete – Curb Ramp (Type C)	200	SF		
78	Minor Concrete – Curb Ramp (Type G)	30	SF		
79	Minor Concrete (Sidewalk)	900	SF		
80	Detectable Warning Surface	50	SF		
81	Minor Concrete – Curb and Gutter	150	LF		
82	Adjust Utility Boxes to Grade	1	EA		
83	Type I Pedestrian Barricade 2’	1	EA		
84	Remove Existing Striping	1	LS		
85	Thermoplastic Pavement Marking (White)	60	SF		
86	Thermoplastic Pavement Marking (Yellow)	1,500	SF		
87	Thermoplastic Pavement Marking (Green)	60	SF		

				BID TOTAL PRICE	**$**

TOTAL BASE BID PRICE:

_____

(Indicate Bid Price in Words)

BID ALTERNATE 1 – CRACK SEALING

ITEM	**DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT PRICE**	**TOTAL**
88	Crack Treatment (Asphalt Concrete Pavement)	50,000	LF		
				BID TOTAL PRICE	**$**

TOTAL BID ALTERNATE 1 PRICE:

_____

(Indicate Bid Price in Words)

5. The undersigned acknowledges that the Apparent Low Bidder will be determined as provided in Documents 00 1113 (Notice to Bidders) and Document 00 2113 (Instruction to Bidders).

6. Subcontractors for work are listed on Document 00 4314 (Subcontractors List), submitted herewith.

7. The undersigned Bidder understands that Owner reserves the right to reject this Bid.

8. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00 4113 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 2113 (Instructions to Bidders) within the times specified therein.

9. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.

10. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00 2113 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to the **CITY OF BENICIA**.

11. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00 7200 (General Conditions) and to complete all Work within the time specified in Document 00 5200 (Agreement).

12. The undersigned Bidder agrees that, in accordance with Document 00 7200 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 5200 (Agreement) shall be as set forth in Document 00 5200.

13. The names of all persons interested in the foregoing Bid as principals are: _____

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

NAME OF BIDDER: _____

licensed in accordance with an act for the registration of Contractors, and with license number:_____ Expiration: _____.

_____

(Place of Incorporation, if Applicable) (Principal)

_____

(Principal)

_____

(Principal)

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

_____

(Signature of Bidder)

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: _____

_____

_____

Contractor's Representative(s): _____

(Name/Title)

_____

(Name/Title)

_____

(Name/Title)

Officers Authorized to Sign Contracts _____
(Name/Title)

_____
(Name/Title)

_____
(Name/Title)

Telephone Number(s): _____
(Area Code) (Number)

_____
(Area Code) (Number)

Fax Number(s): _____
(Area Code) (Number)

_____
(Area Code) (Number)

Email Address(es): _____

_____

Date of Bid: _____

END OF DOCUMENT

ARTICLE 22 – TRAFFIC SIGNALS, LIGHTING & ELECTRICAL SYSTEMS

The work described in this section shall be done in accordance with Section 86 of the 2023 edition of the State Standard Specifications, the 2023 edition of the State Standard Plans, the City Standard Plans and Specifications, the Construction Plans, and these Technical provisions except unless otherwise specified. In case of conflict between any of the contract documents, the document, which takes precedence over and shall be used in lieu of such conflicting portions, shall be as specified in Section 5-1.02 of the State of California Standard Specifications.

22.01 DESCRIPTION OF WORK

Location: Intersection of Military East and East 2nd Street and intersection of Military West and West 7th Street

Provide new traffic loops impacted by digouts, tapered keycuts (wedge grind), and pavement treatments at these intersections.

22.02 MAINTAINING EXISTING ELECTRICAL SYSTEMS (87-21.03B)

Maintaining existing electrical systems shall conform to the provisions of Section 87-21.03B, "Maintaining Existing and Temporary Electrical Systems," of the State Specifications. Existing traffic signal systems shall be kept in effective operation for the benefit of the traveling public during the progress of the work, except when shut down is permitted. The traffic signal shutdowns shall be limited to the hours of 8:30 a.m. to 4:00 p.m., and shall be permitted only during the switch over from existing to new operation, unless prior approval is obtained from the Engineer.

22.03 CONDUCTOR INSTALLATION (87-1.03)

Conductors shall be permanently identified as to function. Identification shall be placed on each conductor, or each group of conductors comprising a signal phase in each pull box and near the end of terminated conductors, Identification shall be direct labeling tags or bands fastened to the conductors in such manner that they will not move along the conductors. Labeling shall be by mechanical methods. Only poly-based lubricants shall be used. Conductors shall not be pulled into conduits unless a City representative is present to observe the operation. The end of all unused conductors and cables shall be sealed. All conductors and cables shall be pulled through the conduits with the same wire pull. Slipping of conductors shall not be allowed. Only mule tape shall be used to pull conductors. Separate pull boxes shall be installed to accommodate splicing of loop wires including termination. Slack for each conductor shall be as shown in the following table:

22.04 CONDUCTOR SLACK REQUIREMENT

Location	Slack (feet)
Signal Standard	1
Lighting Standard	1
Signal Standard and Lighting Standard	1
Pull Box	3
Splice	3

22.05 WORKMANSHIP

All facilities shall be installed in a professional and workmanlike manner. Any portion of the signal system, which is not installed in a professional manner, shall be removed and reinstalled correctly to the satisfaction of the Engineer.

22.06 PAYMENT

The Contract price paid per EACH for “Replace Loop Detectors” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work to saw cut, install loop detectors, tie into existing traffic signal system per the Caltrans standard specifications, as shown on the Plans and as directed by the Engineer and no additional compensation will be allowed therefore.

ADDENDUM NO. 3
to
PROJECT MANUAL
FOR CONSTRUCTION OF

2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS PROJECT

DATE:	May 27, 2025
TO:	Plan Holders
SUBJECT:	Revision to Bid Opening Date
BID OPENING DATE:	**June 3, 2025 at 2:00 PM**

This Addendum forms a part of the Bidding and Contract Documents and modifies the Bid Documents as described below. This addendum consists of a total of one (1) page plus attachments.

The following revisions shall be made to the Project Manual:

1. Bid Opening Date has been changed to June 3, 2025 at 2:00 PM and is revised at the following locations in the Project Manual:

    a. Document 00 0101 – Page 1

    b. Document 00 1113 – Page 1, Article 1.01

PLEASE SIGN THIS ADDENDUM IN THE SPACE PROVIDED BELOW AND INCLUDE THE SIGNED COPY OF THIS ADDENDUM WITH YOUR BID DOCUMENTS. NOTE THAT BID DOCUMENTS SUBMITTED WITHOUT A SIGNED COPY OF THIS ADDENDUM MAY BE CONSIDERED NON-RESPONSIVE AND MAY BE REJECTED.

By: Derek Linsley _____ May 27, 2025
Derek Linsley — Date
Senior Civil Engineer, City of Benicia

The undersigned has received and read this addendum.

_____ _____
Contractor Name — Signature

_____ _____
Name (printed) — Date

ADDENDUM NO. 4
to
PROJECT MANUAL
FOR CONSTRUCTION OF

2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS PROJECT

DATE:	May 28, 2025
TO:	Plan Holders
SUBJECT:	Revision to Project Manual
BID OPENING DATE:	**June 3, 2025 at 2:00 PM**

This Addendum forms a part of the Bidding and Contract Documents and modifies the Bid Documents as described below. This addendum consists of a total of one (1) page plus attachments.

The following revisions shall be made to the Project Manual:

1. DOCUMENT 00 4113 BID FORM, shall be deleted and replaced in its entirety with the attached Document 00 4113 Pages 1 through 6 labeled as **"REVISED PER ADDENDUM NO. 4**"

2. TECHNICAL SPECIFICATIONS, ARTICLE 17 – MISCELLANEOUS STORM DRAIN, SECTION 17.01, paragraph B shall be replaced with the following:

   B. Adjust Pipe and "T"
   The existing corrugated metal pipe and "T" at approximate **Sta 128+27** Military West shall be adjusted to align behind the retaining curb. Thru sidewalk drains with crushed rock in non-woven filter shall be placed behind the retaining curb at either side of the "T".

3. TECHNICAL SPECIFICATIONS, ARTICLE 17 – MISCELLANEOUS STORM DRAIN, SECTION 17.01, paragraph C shall be replaced with the following:

   C. Extend PVC Pipe **and Small Rock Slope Protection**
   The existing 8" PVC pipe at approximate **Sta 128+50** Military West shall be extended to the retaining curb **and install small rock slope protection per plan**. A thru sidewalk drain with crushed rock in non-woven filter shall be placed behind the retaining curb at the extension to the pipe.

PLEASE SIGN THIS ADDENDUM IN THE SPACE PROVIDED BELOW AND INCLUDE THE SIGNED COPY OF THIS ADDENDUM WITH YOUR BID DOCUMENTS. NOTE THAT BID DOCUMENTS SUBMITTED WITHOUT A SIGNED COPY OF THIS ADDENDUM MAY BE CONSIDERED NON-RESPONSIVE AND MAY BE REJECTED.

By: Derek Linsley _____ May 28, 2025
Derek Linsley — Date
Senior Civil Engineer, City of Benicia

The undersigned has received and read this addendum.

_____ _____
Contractor Name — Signature

_____ _____
Name (printed) — Date

DOCUMENT 00 4113

BID FORM

TO THE CITY OF BENICIA

THIS BID IS SUBMITTED BY:

_____

(Firm/Company Name)

2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS
CITY PROJECT NOS. 22-04, 22-21, AND 23-01

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the **CITY OF BENICIA** in the form substantially similar to the that included in the Contract Documents, Document 00 5200 (Agreement) or has attached proposed modifications to the form of Contract as an Addendum to this confirmation of Acceptance, and to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 1113 (Notice Inviting Bids), and Document 00 2113 (Instructions to Bidders) including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 120 Days after the day of Bid opening.

3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, attended the mandatory Pre-Bid Meeting, if any, received the Pre-Bid Meeting minutes (if any), and received the following Addenda:

Addendum Number	Addendum Date	Signature of Bidder

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

REVISED PER ADDUENDUM NO. 4

SCHEDULE OF BID PRICES

All Bid items, including lump sums, unit prices and alternates (if any), must be filled in completely. Bid items are described in Section 01 1100 (Summary of Work). Quote in figures only unless words are specifically requested.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS		
2	Traffic Control System	1	LS		
3	Portable Changeable Message Boards	1	LS		
4	Water Pollution Control Program	1	LS		
5	Clearing and Grubbing	1	LS		
PAVEMENT REHABILITATION / ROADWAY IMPROVEMENTS – MILITARY WEST/EAST					
6	Remove Existing Striping	1	LS		
7	Curb, Gutter, and Pavement Repair (near STA 116+50 & STA 122+00)	1	LS		
8	HMA Type A – 4 Inch Depth – Grind and Replace Areas	280	TON		
9	Cold Plane Asphalt Concrete Pavement (1/8" Depth)	400	SY		
10	Tapered Keycut (Wedge Grind, 4 Feet Wide, ½" Depth)	7,500	LF		
11	Type III Microsurface	36,300	SY		
12	Asphalt Rubber Chip Seal	13,000	SY		
13	Type II Microsurface	40,800	SY		
14	Adjust Monument Cover to Grade	8	EA		
15	Adjust Manhole Cover to Grade	8	EA		
16	Adjust Utility Cover to Grade	35	EA		
17	Replace Loop Detectors	22	EA		
SIGNING AND STRIPING – MILITARY WEST/EAST					
18	Channelizers with Curbing	50	LF		
19	Thermoplastic Traffic Stripe – Detail 9	3,600	LF		
20	Thermoplastic Traffic Stripe – Detail 22	3,000	LF		
21	Thermoplastic Traffic Stripe – Detail 29	4,000	LF		
22	Thermoplastic Traffic Stripe – Detail 32	2,700	LF		
23	Thermoplastic Traffic Stripe – Detail 37B	800	LF		
24	Thermoplastic Traffic Stripe – Detail 38	1,100	LF		
25	Thermoplastic Traffic Stripe – Detail 39	14,000	LF		
26	Thermoplastic Traffic Stripe – Detail 39A	2,000	LF		
27	Thermoplastic Traffic Stripe – Detail 40	200	LF		
28	Thermoplastic Traffic Stripe – Detail 41	450	LF		
29	Thermoplastic Pavement Marking (White)	3,000	SF		
30	Thermoplastic Pavement Marking (Yellow)	500	SF		
31	Thermoplastic Pavement Marking (Green)	3,000	SF		
32	Paint Curb (2-Coat, Red)	150	SF		
KEARNEY MID-BLOCK, KEARNEY AND ROSE, HASTINGS AND SOUTHAMPTON, MILITARY WEST AND WEST 3RD STREET (HSIP 10)					
33	Remove Concrete – Sidewalk, C&G, Curb Ramp	2,700	SF		
34	Remove Asphalt Concrete Pavement	5,760	SF		
35	Remove Stamped Concrete	245	SF		
36	HMA Type A – Variable Depth	180	TON		

37	Minor Concrete – Curb Ramp (Type A)	660	SF		
38	Minor Concrete – Curb Ramp (Type C)	110	SF		
39	Minor Concrete (Curb and Gutter)	**580**	LF		
40	**Minor Concrete (Type C Curb)**	**270**	**LF**		
41	**Minor Concrete (Type A3-6 Curb)**	**60**	**LF**		
42	Minor Concrete (Sidewalk)	1,200	SF		
43	Concrete (Ditch Lining)	1	CY		
44	Detectable Warning Surface	210	SF		
45	Minor Concrete (Stamped Concrete)	670	SF		
46	Remove and Replace Fence (Split Rail, Wood Post)	25	LF		
47	RRFB 1-Way (Including Signs)	2	EA		
48	RRFB 2-Way (Including Signs)	3	EA		
49	Remove Sign and Post	4	EA		
50	Remove Sign (Post to Remain)	2	EA		
51	Relocate Sign to Existing Post	2	EA		
52	New Sign and Post	5	EA		
53	New Sign on Existing Post	4	EA		
54	Remove Existing Striping	1	LS		
55	Thermoplastic Traffic Stripe – Detail 22	340	LF		
56	Thermoplastic Traffic Stripe – Detail 25B	265	LF		
57	Thermoplastic Traffic Stripe – Detail 38	120	LF		
58	Thermoplastic Traffic Stripe – Detail 39	560	LF		
59	Thermoplastic Pavement Marking (White)	320	SF		
60	Thermoplastic Pavement Marking (Yellow)	1,255	SF		
61	Drainage Inlet	1	EA		
62	Relocate Irrigation Controller	1	EA		
63	Remove and Replace Bollard	1	EA		
64	Paint Curb (2-Coat, Red)	160	SF		
MILITARY WEST PEDESTRIAN IMPROVEMENTS STA. 124+75 TO STA. 134+15 (TDA-3 FY23/24)					
65	Remove Asphalt Concrete Pavement	3,600	SF		
66	HMA Type A – 9 Inch Depth	90	TON		
67	Minor Concrete (Retaining Wall)	**550**	SF		
68	Minor Concrete (Curb and Gutter)	800	LF		
69	Minor Concrete (Sidewalk)	3,870	SF		
70	Drain Connection to Existing Catch Basin	1	EA		
71	**Extend PVC Pipe and** Small Rock Slope Protection	1	LS		
72	**Adjust Pipe and "T"**	1	EA		
MILITARY EAST AND EAST 5TH STREET INTERSECTION IMPROVEMENTS (TDA-3 FY22/23)					
73	Remove Concrete – Sidewalk, C&G, Curb Ramp	1,170	SF		
74	Remove Asphalt Concrete Pavement	620	SF		
75	Remove Concrete Pavers	30	SF		
76	HMA Type A – 9 Inch Depth	16	TON		
77	Minor Concrete – Curb Ramp (Type A)	90	SF		
78	Minor Concrete – Curb Ramp (Type C)	200	SF		
79	Minor Concrete – Curb Ramp (Type G)	30	SF		
80	Minor Concrete (Sidewalk)	900	SF		
81	Detectable Warning Surface	50	SF		
82	Minor Concrete – Curb and Gutter	150	LF		
83	Adjust Utility Boxes to Grade	1	EA		
84	Type I Pedestrian Barricade 2'	1	EA		
85	Remove Existing Striping	1	LS		
86	Thermoplastic Pavement Marking (White)	60	SF		
87	Thermoplastic Pavement Marking (Yellow)	1,500	SF		

88	Thermoplastic Pavement Marking (Green)	60	SF		
				BID TOTAL PRICE	**$**

TOTAL BASE BID PRICE:

_____

(Indicate Bid Price in Words)

BID ALTERNATE 1 – CRACK SEALING

ITEM	**DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT PRICE**	**TOTAL**
89	Crack Treatment (Asphalt Concrete Pavement)	50,000	LF		
				BID TOTAL PRICE	**$**

TOTAL BID ALTERNATE 1 PRICE:

_____

(Indicate Bid Price in Words)

5. The undersigned acknowledges that the Apparent Low Bidder will be determined as provided in Documents 00 1113 (Notice to Bidders) and Document 00 2113 (Instruction to Bidders).

6. Subcontractors for work are listed on Document 00 4314 (Subcontractors List), submitted herewith.

7. The undersigned Bidder understands that Owner reserves the right to reject this Bid.

8. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00 4113 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 2113 (Instructions to Bidders) within the times specified therein.

9. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.

10. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00 2113 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to the **CITY OF BENICIA**.

11. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00 7200 (General Conditions) and to complete all Work within the time specified in Document 00 5200 (Agreement).

12. The undersigned Bidder agrees that, in accordance with Document 00 7200 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 5200 (Agreement) shall be as set forth in Document 00 5200.

13. The names of all persons interested in the foregoing Bid as principals are: _____

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

NAME OF BIDDER: _____

licensed in accordance with an act for the registration of Contractors, and with license number:_____ Expiration: _____.

_____

(Place of Incorporation, if Applicable) (Principal)

_____

(Principal)

_____

(Principal)

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

_____

(Signature of Bidder)

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: _____

_____

_____

Contractor's Representative(s): _____

(Name/Title)

Officers Authorized to Sign Contracts

_____
(Name/Title)

_____
(Name/Title)

_____
(Name/Title)

_____
(Name/Title)

_____
(Name/Title)

Telephone Number(s):

_____
(Area Code) (Number)

_____
(Area Code) (Number)

Fax Number(s):

_____
(Area Code) (Number)

_____
(Area Code) (Number)

Email Address(es): _____

_____

Date of Bid: _____

END OF DOCUMENT

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: Solano
675 Texas Street, Suite 6500
Fairfield, CA 94533

From: (Public Agency): City of Benicia
250 East L Street
Benicia, CA 94510
(Address)

Project Title: HSIP Cycle 10 Pedestrian Crossing Improvements at Four Intersections

Project Applicant: City of Benicia

Project Location - Specific:
Kearney Street at Rose Drive, Kearney Street at Mid-Block Crossing, Hastings Drive at Southampton Road and Military West at W 3rd Street in Benicia, CA

Project Location - City: Benicia, CA Project Location - County: Solano

Description of Nature, Purpose and Beneficiaries of Project:
The proposed project would serve Benicia residents by improving pedestrian infrastructure. The project consists of installation of high-visibility crosswalks, advance yield limit lines, signage, RRFB systems, ADA compliant ramps, and bulb-outs.

Name of Public Agency Approving Project: City of Benicia

Name of Person or Agency Carrying Out Project: City of Benicia

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: Class I (Cal. Code Regs. tit. §15301)
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:
This project is categorically exempt from the California Environmental Quality Act (CEQA) per Section 15301 (c), which exempts the operation, repair, maintenance of existing roadways, permitting, licensing, or minor alteration of existing facilities involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

Lead Agency Contact Person: Neil Leary Area Code/Telephone/Extension: 707-746-4203

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: 4/10/2025 Title: City Engineer

Signed by Lead Agency x Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 17, 2025
CONSENT CALENDAR

TO : City Manager

FROM : Fire Chief

SUBJECT : **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)**

EXECUTIVE SUMMARY:
On February 24, 2025, the California Department of Forestry and Fire Protection (CAL FIRE) released updated Fire Hazard Severity Zone maps with areas in the state identified with various levels of fire hazard severity. Pursuant to California Government Code 51179, the City must designate, by ordinance, moderate, high, and very high fire hazard severity zones within 120 days of Benicia receiving the State Fire Marshal's updated fire hazard severity zone map. On June 3, 2025, Staff presented the proposed Ordinance to Council for an introduction and first reading. Council unanimously approved the first reading and directed Staff to return the Fire Hazard Severity Zone Ordinance for the second reading and final adoption.

RECOMMENDATION:
Conduct the second reading and adopt the proposed Ordinance of the City Council of the City of Benicia (Attachment 1) amending Title 8 - Health and Safety of the Benicia Municipal Code by adding a new Chapter 8.56 - Fire Hazard Severity Zones.

BUDGET INFORMATION:
There are no fiscal or budgetary impacts associated with the proposed amendment.

BACKGROUND:
Utilizing new science in local climate data and improved assessment modeling in determining hazard ratings, the California Department of Forestry and Fire Protection (CAL FIRE) has identified new fire hazard severity zones across the state. The new data and improved modeling have resulted in significant portions of Benicia being designated “Moderate Fire Severity Zones.”

Procedurally, pursuant to Government Code sections 51178 and 51179, the City has several requirements related to these zones. First, the City is required to make the State’s zone recommendations available for public comment for 30 days. Second, the City is required to adopt the new maps by ordinance within 120 days of receiving the

new maps from CAL FIRE. Finally, within 30 days of adoption, the City is required to transmit a copy of the adopted maps to the State Board of Forestry and Protection, and also post the maps, as adopted, at the office of the county recorder, county assessor and county planning agency.

The City made the maps available for public comment on March 18, 2025, and has therefore met the 30-day public accessibility and input requirement. The next step is to adopt the updated zones by ordinance by June 24, 2025 to meet the 120-day adoption requirement timeline.

While the City has the discretion to increase the severity of the recommended zones, we may not reduce the severity. After reviewing the zones, staff does not recommend altering the CAL FIRE recommended zones.

NEXT STEPS:
If adopted, Staff shall transmit a copy of the Ordinance and a map depicting the adopted zones within the City of Benicia to the County of Solano and the California Board of Forestry and Fire Protection.

ALTERNATIVE ACTIONS:
Council may direct staff to increase the severity of the CAL FIRE recommended zones and return with an amended Ordinance.

CEQA Analysis	This action is Categorically Exempt per CEQA Section 2180(b)(9);15300 which applies to any project that has been determined not to have significant effect on the environment and exempt from this division.

ATTACHMENT:
1. Proposed Ordinance – Fire Hazard Severity Zones

For more information contact: Josh Chadwick, Fire Chief
Phone: 707-746-4275
E-mail: jchadwick@ci.benicia.ca.us

CITY OF BENICIA

ORDINANCE NO. 25-___

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

WHEREAS, pursuant to California Government Code Section 51178, the State Fire Marshal is required to identify areas in the state as Moderate, High, and Very High Hazard Severity Zones based on consistent statewide criteria and the severity of fire hazard that is expected to prevail in those areas; and

WHEREAS, the state hazard maps are being updated to more accurately reflect zones in California that are susceptible to wildfire through the incorporation of new science in local climate data and improved fire assessment modeling in determining hazard ratings; and

WHEREAS, the State Fire Marshal transmitted the updated hazard zone recommendations on February 24, 2025; and

WHEREAS, pursuant to California Government Code Section 51178.5, the City of Benicia made the draft updated hazard zone recommendations available for public review and comment within 30 days of receiving them; and

WHEREAS, as a city that is responsible for fire protection services, pursuant to California Government Code Section 51179(a), the City must designate, by ordinance, moderate, high, and very high fire hazard severity zones in its jurisdiction within 120 days of receiving recommendations from the State Fire Marshal; and

WHEREAS, pursuant to California Government Code Section 51179(b)(3), the City is prohibited from decreasing the level of fire hazard severity zone identified by the State Fire Marshal for any area within Benicia, for example by reducing areas designated as very high fire hazard severity zones by the State Fire Marshal to moderate or high fire hazard severity zones; and

WHEREAS, the City Council wishes to accept the hazard severity zone recommendations provided by the State Fire Marshal;

THE CITY COUNCIL OF THE CITY OF BENICIA DOES ORDAIN AS FOLLOWS:

Section 1.

Title 8 (Health and Safety) of the Benicia Municipal Code is amended by adding a new Chapter 8.56 (Fire Hazard Severity Zones) to read as follows:

Chapter 8.56

FIRE HAZARD SEVERITY ZONES

Sections:

8.56.010 Findings.
8.56.020 Enactment.

8.56.010. Findings. The City Council finds as follows:

A. The proposed amendments are consistent with the goals and policies of the Benicia General Plan, including but not limited to Goal 4.1 “Make community health and safety a high priority for Benicia.”

B. The proposed amendments ensure and maintain consistency with other applicable provisions of Title 8, Health and Safety, California state law, and federal law.

8.56.020. Enactment. The City of Benicia hereby designates areas within its jurisdiction as moderate, high, and very high fire hazard severity zones, consistent with the classifications provided by the California Department of Forestry and Fire Protection pursuant to Government Code Section 51178. The Fire Hazard Severity Zone Map recommended by the State Fire Marshal, titled “City of Benicia Fire Hazard Severity Zones,” attached hereto as Exhibit “A,” and incorporated herein by reference is hereby adopted without amendment.

Section 2.

Severability. If any section, subsection, phrase or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

The City Council hereby declares that it would have passed this and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrase or clauses be declared unconstitutional on their face or as applied.

Section 3.

Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its adoption and shall be published and posted as required by law.

*****

On motion of Council Member , seconded by Council Member , the foregoing ordinance was introduced at a regular meeting of the City Council on the 3rd day of June 2025, and adopted at a regular meeting of the Council held on the 17th day of June 2025, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

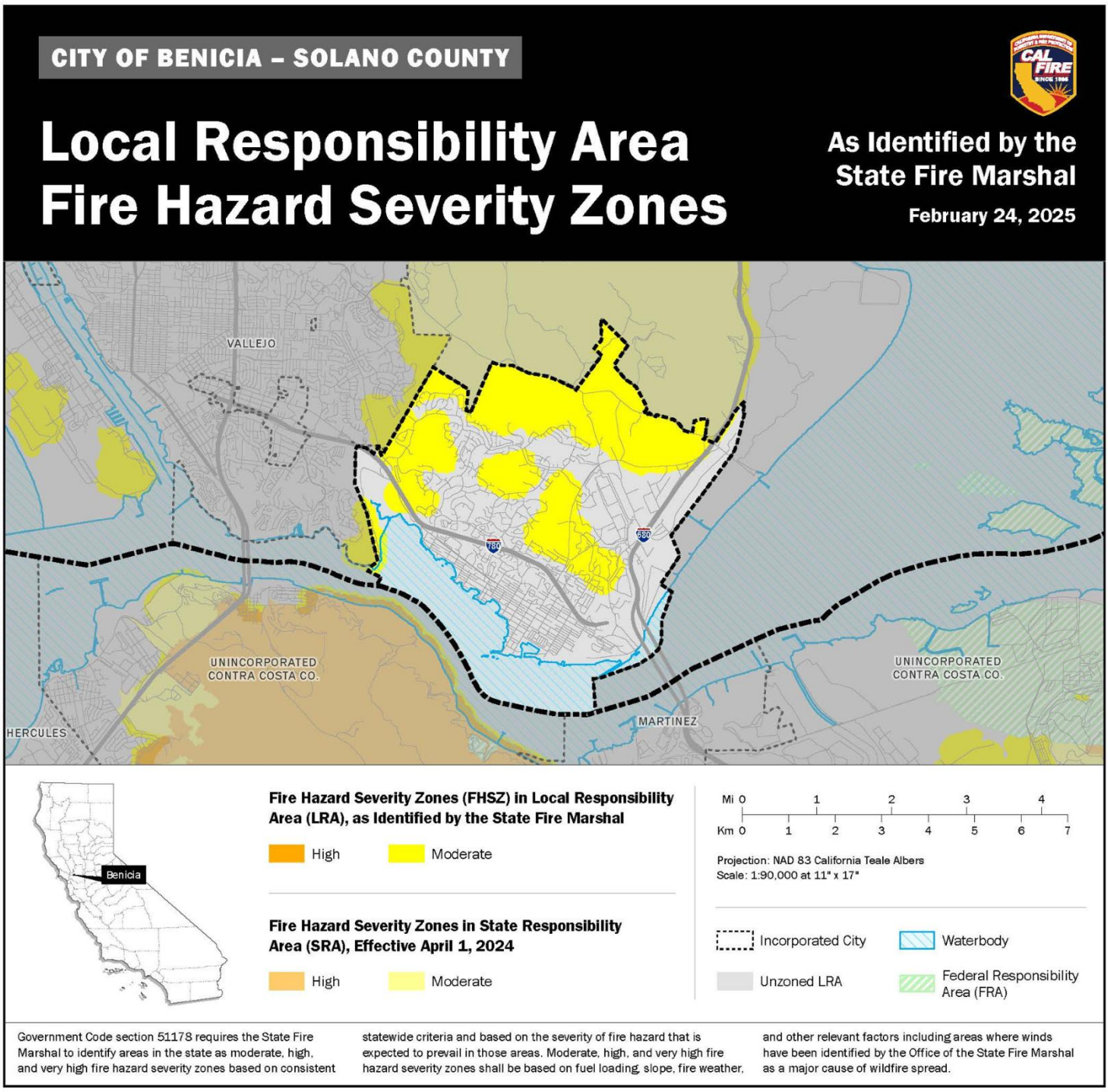
_____
Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

Exhibit A
City of Benicia Fire Hazard Severity Zones



AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 17, 2025
CONSENT CALENDAR

TO : City Manager

FROM : Finance Director

SUBJECT : **ESTABLISHMENT OF THE ANNUAL APPROPRIATIONS LIMIT PURSUANT TO ARTICLE XIIIB OF THE CALIFORNIA STATE CONSTITUTION FOR FISCAL YEAR 2025-26**

EXECUTIVE SUMMARY:
Article XIIIB of the California Constitution, informally known as the Gann Limit, provides limits to the total amount of appropriations in any fiscal year from the "proceeds of taxes." The article further provides that appropriations from designated reserve funds are not appropriations from the proceeds of taxes. Additionally, appropriations from sources other than taxes are not controlled by the limit. The resolution establishes the appropriations limit for Fiscal Year 2025-26.

RECOMMENDATION:
Move to adopt a resolution (Attachment 1) establishing the maximum allowable appropriations limit (Exhibit A) for Fiscal Year 2025-26 in the amount of $136,914,706.

BUDGET INFORMATION:
There is no budget impact to the City by adopting the resolution.

BACKGROUND:
A resolution must be adopted to approve the annual appropriations limit each fiscal year. This action is required under Section 7910 of the Government Code and by Article XIIIB of the California Constitution (commonly referred to as the "Gann Initiative"). The Gann Initiative established constitutional spending limits allowable for California governmental agencies based on the Consumer Price Index and population growth.

The City Council must consider which parts of the two different factors should be used to calculate the Fiscal Year 2025-26 limit. The factors are used as an adjustment for subsequent years to increase the limit and must be based on the following:

Factor #1 Either the change in California's Per Capita Personal Income factor or the percentage change in the local assessment roll from the preceding year due to the addition of new nonresidential construction in the City, whichever is higher.

Factor #2 Either the change in the City's own population or the change in population of the entire County, whichever is higher.

To calculate the Fiscal Year 2025-26 appropriations limit, staff selected the California Per Capita Personal Income for Factor #1. The percentage change in the California Per Capita Personal Income over the prior year is an increase of 6.44 percent.

For the change in population, staff used -0.03 percent, representing the change in population for Solano County, which is higher than the City's figure of -0.58 percent for the period of January 1, 2024 to January 1, 2025 (provided by the State of California Department of Finance).

Exhibit "A" of Attachment 1 illustrates how the City's appropriations limit is calculated and the summary of the appropriations subject to limitation. The margin of $77.8 million between the appropriations limit and the net proceeds of taxes indicates the City has significant margin before being required to reduce local tax rates or revenues.

NEXT STEPS:
No other action needed.

ALTERNATIVE ACTIONS:
If Council does not adopt the resolution, the City will not be in compliance with Article XIIIB of the State Constitution for the appropriation limit.

CEQA Analysis	Establishment of the Gann Limit is strictly an administrative action which does not have potential for direct or indirect physical changes to the environment. Under the California Environmental Quality Act (CEQA) Guidelines Section 15378 (b) (5), this action does not constitute a project and is not subject to CEQA pursuant to Section 15060 (c) (3).

ATTACHMENT:
1. Resolution - Establishing Appropriation Limit for FY2025-26
   Exhibit A- Appropriation Limit Calculation

For more information contact: Jeff Tschudi, Finance Director
Phone: (707) 746-4222
E-mail: jtschudi@ci.benicia.ca.us

RESOLUTION NO. 25-

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

WHEREAS, Article XIIIB of the Constitution of the State of California, informally known as the Gann Appropriations Limit, provides that the total annual appropriations subject to limitation of the State and of each local government shall not exceed the appropriations limit of such entity of government for the prior year adjusted for changes in the cost of living and population except as otherwise provided in said Article XIIIB; and

WHEREAS, pursuant to said Article XIIIB of the Constitution of the State of California, the City Council of the City of Benicia deems it to be in the best interests of the City of Benicia to establish an appropriations limit for the Fiscal Year 2025-2026; and

WHEREAS, the Finance Director of the City of Benicia has determined that the appropriations limit for the Fiscal Year 2025-2026 be established in the amount of $136,914,706; and

WHEREAS, the Finance Director of the City of Benicia has determined that the percentage change in per capita income and the change in the County population are the appropriate method of calculation in the cost-of-living and population growth adjustments.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia hereby establishes that an appropriations limit for Fiscal Year 2025-26, pursuant to Article XIIIB of the Constitution of the State of California, be established in the amount of $136,914,706, as evidenced by Exhibit A, attached to this Resolution, and hereby incorporated herein.

*****

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 17th day of June 2025 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

Exhibit A
Appropriation Limit
[see next page]

City of Benicia
2025-2026 Appropriations Limit Calculation

		Amount
2024-2025 Appropriation Limit	$	128,669,439
2025-2026 County population		0.9997
2025-2026 Increase in per capita income		1.0644
2025-2026 Appropriation Limit	$	136,914,706

2025-26 Projected Tax Revenues

Description		Amount
Property Taxes	$	24,091,355
Sales & Use Tax	$	24,366,626
Transient Occupancy Tax	$	500,000
Utility Users Tax	$	7,416,336
Business License Tax	$	540,000
Real Property Transfer Tax	$	130,000
Cannabis Tax	$	200,000
Interest Earnings	$	1,848,200
Appropriations Subject to Limitation	$	59,092,517
Margin	**$**	**77,822,189**

AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 17, 2025
BUSINESS ITEM

TO : City Manager

FROM : Public Works Director

SUBJECT : **PUBLIC HEARING FOR CITY OF BENICIA LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT FOR FISCAL YEAR 2025-2026**

EXECUTIVE SUMMARY:

The items scheduled for consideration at this meeting will complete the City's process for levying assessments for FY 2025-26 through the Solano County Auditor-Controller's Office for collection of the assessments with the property tax bills. Funds collected from the Landscaping and Lighting Assessment District (District) are used to maintain streetlights and publicly owned landscaping adjacent to roads within each zone.

RECOMMENDATION:

1. Conduct a public hearing to receive oral statements and written comments concerning the City of Benicia Landscape and Lighting Assessment District for FY 2025-26; and

2. At the conclusion of the public hearing, adopt a resolution (Attachment 1) ordering the maintenance of existing improvements in all five zones of the District, confirming the Assessment Diagram, approving the Engineer's Report and ordering the levy and collection of certain assessments for the District for FY 2025-26.

BUDGET INFORMATION:

The total budget cost for FY 2025-26 for all five zones of the District is $491,647. After the Reserve Fund credits and interest earnings are applied to the budgets, the balance to levy is approximately $427,663. It is projected that at the end of FY 2025-26, each of the zones will continue to maintain a modest fund balance. Details are provided in the table on Page 3 of the Engineer's Report.

BACKGROUND:

The City of Benicia Landscaping and Lighting District was formed in the late 1980's. City Council annually levies assessments on the parcels of land within the District to maintain the improvements that provide special benefits to properties within the District. The District consists of five separate zones, with the largest being the Residential Zone. The other four zones are smaller commercial/industrial areas. Private properties within

each zone are assessed annually to pay the cost to maintain landscaping along street rights of way, maintenance of open space areas and maintenance and energy costs of streetlights on a zone-by-zone basis.

The City Council, on May 20, 2025, initiated the annual process for levying assessments within the District. The City Council adopted three resolutions (Attachment 2). Descriptions are provided below.

- Resolution 25-52 initiated proceedings for the levy and collection of assessments; and
- Resolution 25-53 gave preliminary approval to the Engineer's Report (Attachment 3) as required by the State of California Streets and Highways Code; and
- Resolution 25-54 set a public hearing for June 17, 2025, for consideration of a resolution to order the levy and collection of assessments for FY 2025-26.

Conducting the public hearing and adoption of the resolution ordering the levy and collection of assessments for FY 2025-26 will complete the process for the coming fiscal year. No increases to the assessment rates are proposed for FY 2024-25. Therefore, the Zone 1 Residential rate is recommended to remain at $136.56 per parcel. The assessment rates for Zones 2 through 5 vary based upon parcel size but remain unchanged from prior years (Zone 2 is levied at $644.77 per acre; Zone 3 is levied at $108.08 per acre; Zone 4 is levied $101.32 per acre; and Zone 5 is levied at $645.00 per acre). While the revenue from the assessments in each of the zones (Attachment 4) are no longer sufficient to fund the annual costs, each zone is projected to have a modest fund balance by the end of the fiscal year.

NEXT STEPS:
Submit assessment roll by August 1, 2025, to meet the filing deadline with the Solano County Auditor-Controller's Office.

ALTERNATIVE ACTIONS:
If the resolution is not adopted, the City will not be able to order the levy and collection of assessment fees.

CEQA Analysis	Landscaping and lighting district assessments are exempt from the California Environmental Quality Act (CEQA) under Guidelines Section 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.

ATTACHMENTS:
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

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 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

WHEREAS, on the 20th day of May 2025, the City Council adopted its Resolution No. 25-52, Describing Improvements and Directing Preparation of Engineer's Report for Fiscal Year 2025-26 for the City of Benicia Landscaping and Lighting District (District) pursuant to the Landscaping and Lighting Act of 1972, and directed the Engineer of Work, Harris & Associates, to prepare and file with the Clerk of this City a written report called for under said Act and by Resolution No. 25-53; and

WHEREAS, said report, entitled "Preliminary Engineer's Report Fiscal Year 2025-2026, Solano County, California Landscape and Lighting Assessment District" (Report), was duly made and filed with the Clerk of said City, whereupon said Clerk presented it to the City Council for its consideration; and

WHEREAS, said City Council thereupon duly considered the Report and each and every part thereof and found that it contained all the matters and things called for by the provisions of said Act and said Resolution No. 24-54, including (1) plans and specifications of the existing improvements; (2) estimate of costs for maintenance and servicing said improvements for Fiscal Year 2025-26; (3) diagram of the District; and (4) an assessment according to benefits; all of which were done in the form and manner required by said Act; and

WHEREAS, the City Council found that said Report, and each and every part thereof, was sufficient in every particular and determined that it should stand as the Report for all subsequent proceedings under said Act, whereupon the City Council, pursuant to the requirements of said Act, appointed Tuesday, the 17th day of June, 2025, at 6:00 p.m. of said day in the regular meeting place of said City Council, City Hall, 250 East "L" Street, Benicia, California, as the time and place for hearing comments in relation to any proposed assessment upon an assessable lot or parcel of land within the District for maintenance or servicing of existing improvements for Fiscal Year 2025-26, and directing said Clerk to give notice of said hearing as required by said Act; and

WHEREAS, notices of said hearing were duly and regularly published and posted in the time, form and manner required by said Act, as evidenced by the Affidavits and Certificates on file with said Clerk, whereupon said hearing was duly and regularly held at the time and place stated in said notice; and

WHEREAS, persons interested in commenting on any proposed assessment upon an assessable lot or parcel of land within District filed written protests with the Clerk of said City at or before the conclusion of said hearing, and all interested persons desiring to be heard were given an opportunity to be heard, and all matters and things pertaining to the levy and collection of the assessments for the maintenance or servicing of said improvements were fully heard and considered by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Benicia as follows:

1. That protests against the proposed assessment upon any assessable lot or parcel of land within District for Fiscal Year 2025-26 be, and each of them, are hereby overruled.

2. That the public interest, convenience and necessity require, and the City Council does hereby order the levy and collection of assessments pursuant to said Act, for the maintenance or servicing of improvements, more particularly described in said Report and made a part hereof by reference thereto.

3. That the City of Benicia Landscaping and Lighting District and the properties thereof benefited and to be assessed for said costs for the maintenance and servicing of existing improvements are situated in Benicia, California, and are more particularly described by reference to a map thereof on file in the office of the Public Works Director of the City of Benicia. Said map indicates by a boundary line the extent of the territory included in District and of any zone thereof and the general location of District.

4. That the public interest and convenience require, and the City Council does hereby order the improvements to be serviced and maintained as described in and in accordance with said Report, reference to which is hereby made for a more particular description of said improvements.

5. That the diagram showing the exterior boundaries of District and described in said Resolution No. 25-53, and also the boundaries of any zones therein and the lines and dimensions of each lot or parcel of land within District as such lot or parcel of land is shown on the County Assessor's maps for the fiscal year to which it applies, each of which lot or parcel of land has been given a separate number upon said diagram, as contained in said Report, be, and it is hereby, finally approved and confirmed.

6. That the assessment of the total amount of the costs and expenses for the maintenance or servicing of existing improvements upon the several lots or parcels of land in District in proportion to the estimated benefits to be received by such lots or parcels, and of the expenses incidental thereto contained in said Report be, and the same is hereby, finally approved and confirmed.

7. That said Report for Fiscal Year 2025-26, be, and the same is hereby, finally adopted and approved as revised to reflect the actual expenditures for prior years, as a whole.

8. Immediately upon the adoption of this resolution, the Engineer shall file the assessment and a certified copy of this resolution with the Auditor of the County of Solano. Upon such filing, the County Auditor shall enter on the County assessment roll opposite each lot or parcel of land the amount of assessment thereupon as shown in the assessment. The assessment shall be collected at the same time and in the same manner as County taxes are collected, and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments. After collection by the County, the net amount of the assessments, after deduction of any compensation due the County for collection, shall be paid to the City.

9. That the order for the levy and collection of assessments for the improvements and the final adoption and approval of the Report as a whole, and of the plans and specifications, estimate of the costs and expenses, the diagram and the assessment, as contained in said Report, as hereinabove determined and ordered, is intended to and shall refer and apply to said Report, or any portion thereof, as amended, modified, revised or corrected by, or pursuant to and in accordance with any resolution or order, if any, heretofore duly adopted or made by 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 17th day of June 2025 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____

Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

RESOLUTION NO. 25- 52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA DESCRIBING IMPROVEMENTS AND DIRECTING PREPARATION OF ENGINEER'S REPORT FOR THE CITY OF BENICIA LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2025-2026

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Benicia, California, as follows:

1. Previously, the City Council did, pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2, Division 15, of the Streets and Highways Code of the State of California, conduct the proceedings for and did form the City of Benicia Landscaping and Lighting District ("District").

2. The public interest, convenience and necessity require, and it is the intention of this Council to undertake proceedings for the levy and collection of assessments upon the several lots or parcels of land in said District, for the construction or installation of improvements, including the maintenance or servicing, or both, thereof for Fiscal Year 2025-26.

3. The improvements to be constructed or installed, including the maintenance or servicing, or both, thereof, are:

a) The maintenance or servicing of public landscaping including, but not limited to, trees, shrubs, grass, or other vegetation in curbed median islands of public streets, in landscaped strips or areas along and adjacent to public street areas, in public open space areas retained in their natural state, or in areas developed as public parks.

b) The maintenance or servicing, or both, thereof public lighting facilities and improvements including, but not limited to, standards, poles and luminaries and the cost of electric current or energy.

4. The costs and expenses of said improvements, including the maintenance or servicing, or both, thereof, are to be made chargeable upon said District, the exterior boundaries of which District are the composite and consolidated area as more particularly shown on a map thereof on file in the office of the Public Works Director of the City of Benicia to which reference is hereby made for further particulars. Said map indicates by a boundary line the extent of the territory included in said District and of any zone thereof and shall govern for all details as to the extent of the assessment district.

5. The Engineer of Work shall be Harris & Associates and is hereby directed to prepare and file with the City Clerk a report, in writing, referring to the assessment district by its distinctive designation, specifying the fiscal year to which the report applies, and, with respect to that year, presenting the following:

a) Plans and specifications of the existing improvements and for proposed new improvements, if any, to be made within the district or within any zone thereof; and

b) An estimate of the costs of said proposed new improvements, if any, to be made, the costs of maintenance or servicing, or both, thereof, and of any existing improvements, together with the incidental expenses in connection therewith; and

c) A diagram showing the exterior boundaries of the district and of any zones within said district and the lines and dimensions of each lot or parcel of land within the district as such lot or parcel of land is shown on the County Assessor's map for the fiscal year to which the report applies; and

d) A proposed assessment of the total amount of the estimated costs and expenses of the proposed new improvements, including the maintenance or servicing, or both, thereof, and of any existing improvements upon the several lots or parcels of land in said district in proportion to the estimated benefits to be received by such lots or parcels of land respectively from said improvements, including the maintenance or servicing, or both, thereof, and of the expense's incidental thereto.

*****

On motion of Council Member **Macenski**, seconded by Council Member **Birdseye**, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 20th day of May 2025 by the following vote:

Ayes: **Council Members Birdseye, Largaespada, Macenski, Scott, and Mayor Young**

Noes: **None**

Absent: **None**

Abstain: **None**

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

May 27, 2025

Date

RESOLUTION NO. 25- 53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA PRELIMINARILY APPROVING THE ENGINEER'S REPORT FOR THE CITY OF BENICIA LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2025-2026

WHEREAS, by previous Resolution, the City Council did adopt the Resolution describing improvements and directing preparation of Engineer's Report for Fiscal Year (FY) 2025-2026 pursuant to the Landscaping and Lighting Act of 1972 for the City of Benicia Landscaping and Lighting District (District) in said City and did refer the proposed improvements to the Engineer of Work, and did therein direct said Engineer of Work to prepare and file with the Clerk of said City a report, in writing, all as therein more particularly described, under and pursuant to the Landscaping and Lighting Act of 1972; and

WHEREAS, said Engineer of Work prepared and filed with the Clerk of said City a report in writing as called for in previous resolution and under and pursuant to said Act, which report has been presented to this Council for consideration; and

WHEREAS, said Council has duly considered said report and each and every part thereof, and finds that each and every part of said report is sufficient, and that neither said report nor any part thereof should be modified in any respect.

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED AND ORDERED, as follows:

1. That the Engineer's estimate of the itemized and total costs and expenses of maintenance and servicing thereof, and of the incidental expenses in connection therewith, contained in said report, be, and each of them are hereby preliminarily approved.

2. That the diagram showing the exterior boundaries of the District referred to and described in previous Resolution and also the boundaries of any zones therein and the lines and dimensions of each lot or parcel of land within District as such lot or parcel of land is shown on the County Assessor's maps for the fiscal year to which the report applies, and it is hereby, preliminarily approved.

3. That the proposed assessment of the total amount of the estimated costs and expenses of the proposed improvements upon the several lots or parcels of land in District in proportion to the estimated benefits to be received by such lots or parcels, respectively, from said improvements including the maintenance or servicing, or both, thereof, and of the expense's incidental thereto, as contained in said report, be, and they are hereby, preliminarily approved.

4. That said report shall stand as the Engineer's Report for the purpose of all subsequent proceedings to be had pursuant to the previous Resolution.

*****

On motion of Council Member **Macenski**, seconded by Council Member **Birdseye**, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 20th day of May 2025 by the following vote:

Ayes: **Council Members Birdseye, Largaespada, Macenski, Scott, and Mayor Young**

Noes: **None**

Absent: **None**

Abstain: **None**

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

May 27, 2025

Date

RESOLUTION NO. 25- 54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA OF INTENTION TO ORDER THE LEVY AND COLLECTION OF ASSESSMENTS PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 AND THEREFORE SETTING A PUBLIC HEARING ON JUNE 17, 2025, TO CONSIDER THE FISCAL YEAR 2025-2026 CITY OF BENICIA LANDSCAPING AND LIGHTING DISTRICT

WHEREAS, pursuant to the previous Resolution, describing improvements and directing preparation of Engineer's Report for Fiscal Year (FY) 2025-2026 for City of Benicia Landscaping and Lighting District ("District"), adopted on May 20, 2025, by the City Council of said City pursuant to the Landscaping and Lighting Act of 1972, the City Engineer of said City has prepared and filed with the Clerk of this City the written report called for under said Act and by previous Resolution, which said report has been submitted and preliminarily approved by this Council in accordance with said Act.

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED AND ORDERED, as follows:

1. In its opinion the public interest and convenience require, and it is the intention of the City Council to order, the levy and collection of assessments for FY 2025-2026 pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2, Division 15, of the Streets and Highways Code of the State of California, for the construction or installation of the improvements, including the maintenance or servicing, or both, thereof, are:

   a) The maintenance or servicing of public landscaping including, but not limited to, trees, shrubs, grass, or other vegetation in curbed median islands of public streets, in landscaped strips or areas along and adjacent to public street areas, in public open space areas retained in their natural state, or in areas developed as public parks.

   b) The maintenance or servicing, or both, thereof public lighting facilities and improvements including, but not limited to, standards, poles and luminaries and the cost of electric current or energy.

2. The cost and expenses of said improvements, including the maintenance or servicing, or both, thereof, are to be made chargeable upon the District, the exterior boundaries of which District are the composite and consolidated area as more particularly described on a map thereof on file in the office of the Director of Public Works of said City, to which reference is hereby made for further particulars. Said map indicates by a boundary line the extent of the territory included in the district and of any zone thereof and the general location of said District.

3. Said Engineer's Report prepared by the City Engineer of said City, preliminarily approved by the City Council by previous Resolution and on file with the Clerk of this City, is hereby referred to for a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within District.

4. Notice is hereby given that Tuesday, the 17th day of June, 2025, at 6:00 p.m. in the regular meeting place of the City Council, City Hall, 250 East "L" Street, Benicia, California, be and the same is hereby appointed and fixed as the time and place for a hearing by the City Council on the question of the levy and collection of the proposed assessment for the construction or installation of said improvements, including the maintenance and servicing, or both, thereof, and when and where it will consider all oral statements and all written comments made or filed by any interested person at or before the conclusion of said hearing against any proposed assessment upon an assessable lot or parcel of land within the District, and when and where it will consider and finally act upon the Engineer's Report.

5. Prior to the conclusion of the hearing, any interested person may file a written protest with the Clerk, or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by such owner.

6. The Clerk of said City is hereby directed to give notice of said hearing by causing a copy of this Resolution to be published once in the Benicia Herald, a newspaper published and circulated in said City, and by conspicuously posting a copy thereof upon the official bulletin board customarily used by the City for the posting of notices, said posting and publication to be had and completed at least ten (10) days prior to the date of the hearing specified herein.

7. The Public Works Department is hereby designated as the office to answer inquiries regarding any proceedings to be had herein and may be contacted during regular office hours at City Hall, 250 East "L" Street, Benicia, California 94510, or by calling (707) 746-4240.

*****

On motion of Council Member **Macenski**, seconded by Council Member **Birdseye**, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 20th day of May 2025 by the following vote:

Ayes: **Council Members Birdseye, Largaespada, Macenski, Scott, and Mayor Young**

Noes: **None**

Absent: **None**

Abstain: **None**

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

May 27, 2025

Date

CITY OF BENICIA

FINAL ENGINEER'S REPORT
FISCAL YEAR 2025-2026
SOLANO COUNTY, CALIFORNIA
LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT

June 2025

PREPARED BY
Harris & Associates
1401 Willow Pass Road, Suite 500
Concord, CA 94520
www.weareharris.com

CERTIFICATIONS

Certifications

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached was filed with me on the _____day of _____, 2025.

Lisa Wolfe, City Clerk
City of Benicia, Solano County, CA

_____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram herein attached was approved and confirmed by the City Council of the City of Benicia, California on the _____day of _____, 2025.

Lisa Wolfe, City Clerk
City of Benicia, Solano County, CA

_____

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ENGINEER'S CERTIFICATION

Statement of Assessment Engineer

AGENCY: **THE CITY OF BENICIA**

PROJECT: **CITY OF BENICIA LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT**

TO: **THE CITY COUNCIL OF THE**
CITY OF BENICIA
STATE OF CALIFORNIA

ENGINEER'S REPORT FOR FISCAL YEAR 2025–26

The preparation of this Annual Engineer's Report ("Report") is in conformance with the obligation of the City Council of the City of Benicia, for the Benicia Landscape and Lighting Assessment District, to provide landscaping services upon each lot or parcel of land in the district in proportion to the estimated benefit to be received by each such lot or parcel of land for Fiscal Year 2025–26.

Pursuant to the Landscaping and Lighting Act of 1972 (Part 2 Division 15 of the Streets and Highways Code of the State of California, commencing with Section 22500) ("Act"), Article XIIID, Section 4(a) of the State of California Constitution, and in accordance with the City of Benicia's Resolution being adopted by the City Council on the 20th day of May, 2025, this Report has been ordered for:

CITY OF BENICIA LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT

(Hereinafter referred to as the "District"),

I, Alison Bouley, authorized representative of the District, the duly appointed Assessment Engineer submit the following Report which consists of the following four (4) parts and Appendices:

PART I

Description of Improvements: This part provides a general description of improvements proposed to be maintained in the District. Plans and specifications for the improvements are on file with the City.

PART II

Estimate of Cost: This part contains the cost estimate of the proposed maintenance including incidental costs and expenses.

PART III

District Diagram: This part incorporates a Diagram of the District showing the external boundaries of the District. The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Solano County Assessor for the year in which this Report was prepared and are incorporated by reference herein and made part of this Report. The District Diagram is filed under separate cover with the City Clerk.

PART IV

Method of Apportionment of the Assessments: This part describes the method of apportionment of assessments, based upon parcel classification of land within the District in proportion to the estimated special benefits to be received. The costs and expenses of the District have been assessed upon the parcels of land within the boundaries of District pursuant to the initial methodology established in the late 1970's. For particulars as to the identification of parcels, reference is made to the District Diagram.

Appendices

Appendix A – Boundary of Benicia Landscape and Lighting Assessment District
Appendix B – Assessment Roll

In conclusion, it is my opinion that the costs and expenses of the District have been assessed to the lots and parcels within the boundaries of the District in proportion to the estimated benefits to be received by each lot or parcel from the services provided.

DATED this 10th day of June, 2025

Harris & Associates

Alison Bouley, P.E., Assessment Engineer
R.C.E. No. C61383
Engineer of Work

PART I – OVERVIEW

Overview

INTRODUCTION

The City of Benicia ("City") levies and collects special assessments on parcels within the City of Benicia Landscaping and Lighting Assessment District ("District") in order to maintain the improvements within those areas. The District was initially formed in the late 1980's to provide a dedicated source of funding for the ongoing maintenance of lighting and landscape improvements within the Southampton area. Over the years, other areas have been annexed into the original benefit zone and additional benefit zones have also been created. The assessments and methods of apportionment described in this Report utilize commonly accepted assessment engineering practices and have been calculated and proportionately spread to each parcel based on the special benefits received as approved by the City Council at the time the District was formed.

GENERAL DESCRIPTION OF THE DISTRICT

The District consists of five (5) Benefit Zones as described below. Only parcels that benefit from the improvements and services within each of those zones receive an assessment.

Zone 1 – Residential ("Zone 1") is comprised of 2,196 single-family residential parcels. Within this zone is a large portion of the Southampton area plus the areas known by their subdivision name including Hamann Hills, Benicia Terrace, Olive Branch Estates, Harbor View Knolls and Clos Duvall. It also includes the Southampton D-6 and D-7 subdivisions. Also within the boundaries of Zone 1 are parcels identified as publicly owned open space and parks and privately owned open space and sliver parcels that are deemed to be not assessable.

Zone 2 – Fleetside Industrial Park ("Zone 2") is comprised of two industrial park subdivisions east of Interstate 680 in the eastern portion of the City. The two subdivisions are Fleetside Industrial Park and Drake Industrial Park. Also within the boundaries of Zone 2 are parcels identified as publicly owned wetland parcels that are deemed to be not assessable.

Zone 3 – Goodyear Road ("Zone 3") is comprised of four parcels totaling 37.01 acres in area located between Goodyear Road and Interstate 680 in the northeasterly corner of the City. The most southerly of the four parcels is 10.94 acres in area and is zoned "General Commercial." The three northerly parcels totaling 26.07 acres in area are zoned "Industrial Park."

Zone 4 – East 2nd Street ("Zone 4") is comprised of five assessed parcels totaling 276.36 acres. The two southernmost parcels adjacent to East 2nd Street total 200.04 acres in area and are zoned "General Industrial." The two northernmost parcels totaling 76.32 acres are zoned "Industrial Park." Within the boundaries of this Zone are also three small City-owned parcels used for water system distribution and storage purposes. Also within the boundaries of Zone 4 are parcels identified as publicly owned reservoir/pump station parcels that are deemed to be not assessable under the 1972 Act (see below).

Zone 5 – Columbus Parkway ("Zone 5") is comprised of commercial parcels, residential parcels and privately owned open space parcels. There are seven assessed commercial parcels totaling 9.15 acres; there are 188 residential condominiums at the Cambridge Apartments and there are 50 units north of Rose Drive at the north end of the Zone.

COMPLIANCE WITH THE CALIFORNIA CONSTITUTION

Assessments are levied annually pursuant to the Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code ("1972 Act"). All assessments described in this Report and approved by the City Council are prepared in accordance with the 1972 Act and are in compliance with the provisions of the California Constitution Article XIIID ("Article XIIID"), which was enacted with the passage of Proposition 218 in November 1996. Pursuant to Article XIIID Section 5, certain existing assessments are exempt from the substantive and procedural requirements of Article XIIID Section 4. Specifically, Article XIIID Section 5(b) exempted:

> *"Any assessment imposed pursuant to a petition signed by the person owning all of the parcels subject to the assessment at the time the assessment is initially imposed."*

The City has determined that all improvements and the annual assessments originally established for the District were part of the conditions of property development and approved by the original property owner (developer at the time of the District formation late 1980's). As such, pursuant to Article XIIID Section 5(b), all the property owners approved the existing District assessments at the time the assessments were created (originally imposed pursuant to a 100% landowner petition). Therefore, the pre-existing assessment amount has been exempt from the procedural requirements of Article XIIID Section 4, since the amount of the assessment has not increased since the passage of Proposition 218.

Any future increase in the assessment rate or substantial changes in the services provided would require that the District be brought into compliance with all of the requirements of Article XIIID and would require the approval of the property owners subject to the assessment based upon a mailed ballot which would be sent to each property owner.

SUMMARY OF PROPOSED ASSESSMENT AND EXPENDITURES

A summary of the assessments to be levied in each Benefit Zone is shown in the table below. Based upon the estimated expenditures, the revenue from the assessments in each of the zones is no longer sufficient to fund the annual costs as costs have increased since the 1980s, each. Overall, each of the five zones is projected to have a modest fund balance. If assessment needs to be increased in the future, a Proposition 218 ballot measure will be required.

CITY OF BENICIA
LANDSCAPE AND LIGHTING DISTRICT FY 2025-26
SUMMARY OF ESTIMATED EXPENSES AND REVENUES

Budget Item	Zone 1 Residential	Zone 2 Fleetside Ind. Park	Zone 3 Goodyear Road	Zone 4 E. Second Street	Zone 5 Columbus Parkway	Total
EXPENDITURES						
Maintenance and Servicing	$ 296,003	$ 66,295	$ 15,368	$ 36,321	$ 23,245	$ 437,232
Utilities (electric)	$ 23,000	$ 5,500	$ 1,000	$ 10,000	$ 1,500	$ 41,000
Capital Outlay	$ -	$ -	$ -	$ -	$ -	$ -
Consultant	$ 9,404	$ 2,509	$ 496	$ 885	$ 121	$ 13,415
TOTAL EXPENDITURES	**$ 328,407**	**$ 74,304**	**$ 16,864**	**$ 47,206**	**$ 24,866**	**$ 491,647**
REVENUES						
Adjustments						
Use of Money and Property	$ 3,911	$ 2,648	$ -	$ -	$ 1,129	$ 7,689
Transfer From Fund Balance	$ 24,610	$ -	$ 12,864	$ 19,206	$ 7,936	$ 64,617
Transfer From General Fund	$ -	$ -	$ -	$ -	$ -	$ -
Total Adjustments	**$ 28,521**	**$ 2,648**	**$ 12,864**	**$ 19,206**	**$ 9,066**	**$ 72,306**
Assessments Levied	**$ 299,886**	**$ 79,977**	**$ 4,000**	**$ 28,000**	**$ 15,800**	**$ 427,663**
TOTAL REVENUE	**$ 328,407**	**$ 82,625**	**$ 16,864**	**$ 47,206**	**$ 24,866**	**$ 499,969**
FUND BALANCE						
Estimated Beginning Balance 7/1	$ 264,248	$ 177,981	$ 13,944	$ 45,088	$ 76,308	$ 577,569
Estimated Collections/(Deductions)	$ (24,610)	$ 8,322	$ (12,864)	$ (19,206)	$ (7,936)	$ (56,296)
Projected Balance 6/30	**$ 239,637**	**$ 186,302**	**$ 1,080**	**$ 25,882**	**$ 68,372**	**$ 521,273**
ASSESSMENT RATES						
Total Parcels	2196				188	
Assessment per Benefit Unit	$ 136.56				$ 40.00	
Assessment Needed to Fully Fund	$ 149.55				$ 132.26	
Total Acreage Levied		124.04	37.01	276.36	12.85	
Assessment per Acre		$ 644.77	$ 108.08	$ 101.32	$ 645.00	
Assessment Needed to Fully Fund		$ 644.77	$ 455.79	$ 171.04	$ 1,935.08	

PART II – PLANS AND SPECIFICATIONS

Plans and Specifications

The District provides for the continued installation, maintenance and servicing of landscaping within pubic parks, street landscaping and lighting improvements within the public rights-of-way which provide special benefit to parcels and properties in each of the five (5) Benefit Zones

As generally defined in the 1972 Act, maintenance and servicing of the improvements may include one or any combination of the following:

1) The installation or planting of landscaping.
2) The installation or construction of statuary, fountains, and other ornamental structures and facilities.
3) The installation or construction of public lighting facilities, including, but not limited to streetlights and traffic signals.
4) The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof; including but not limited to, grading, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
5) The installation of park or recreational improvements including, but not limited to the following:
   a) Land preparation, such as grading, leveling, cutting and filling, sod, landscaping, irrigation systems, sidewalks, and drainage.
   b) Lights, playground equipment, play courts and public restrooms.
6) The maintenance or servicing, or both, of any of the foregoing including the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including, but not limited to:
   a) Repair, removal, or replacement of all or any part of any improvements.
   b) Grading, clearing, removal of debris, the installation, repair or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
   c) Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
   d) The removal of trimmings, rubbish, debris, and other solid waste.
   e) The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.
   f) Electric current or energy, gas, or other agent for the lighting or operation of any other improvements.
   g) Water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.
7) The acquisition of land for park, recreational or open-space purposes, or the acquisition of any existing improvement otherwise authorized by the 1972 Act.
8) Incidental expenses associated with the improvements including, but not limited to:
   a) The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment.
   b) The costs of printing, advertising, and the publishing, posting and mailing of notices.
   c) Compensation payable to the County for collection of assessments.

d) Compensation of any engineer or attorney employed to render services.
e) Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements; and,
f) Costs associated with any elections held for the approval of a new or increased assessment.

LEVEL OF MAINTENANCE SERVICES PROVIDED

The City has defined the desired level of maintenance services which should be provided to maintain the appearance and health of vegetation and landscaped area, and to maintain recreation areas in a safe and attractive manner to serve the surrounding property. At the time of formation of the District in the late 1970's, assessment revenues were sufficient to provide maintenance service at the approximate frequency shown under the "Desired Level of Maintenance" (Desired Frequency) in the table below.

However, over the years the frequency of maintenance services which the District has been able to provide has gradually been reduced. The primary reason for the gradual reduction in maintenance levels is that although the cost of labor, materials, utilities and other services have continued to increase annually, the assessment revenues have not increased. As a result, the current frequency of maintenance services which the District is able to provide is shown in the table on the following page under "Current Maintenance Level" (Budgeted Frequency).

The location, boundaries and general description of the improvements provided within the District are described below. The detailed specifications and location of the improvements are on plans and maps on file with the Public Works department and by reference are made part of this Report.

Zone 1 – Residential

The Zone 1 improvements shall consist of: 1) maintenance and servicing of open space areas including disking, mowing and trash removal; 2) within public park sites with established landscaping, maintenance and servicing improvements including trimming, pruning, weeding, fertilizing, irrigation, trash removal, mechanical sprinkler repair, plant replacement, and other necessary maintenance programs; and 3) the servicing of electrical power for 304 streetlights for this zone.

Zone 2 – Fleetside Industrial Park

The Zone 2 improvements shall consist of: 1) the maintenance and servicing of landscaped strip areas along and adjacent to the public street areas including trimming, pruning, weeding, fertilizing, irrigation, trash removal, mechanical sprinkler repair, plant replacement, and other necessary maintenance programs; and 2) the servicing of electrical power for 33 streetlights for this zone.

Zone 3 – Goodyear Road

The Zone 3 improvements shall consist of: 1) the maintenance and servicing of landscaped strip areas along and adjacent to the public street areas including trimming, pruning, weeding, fertilizing, irrigation, trash removal, mechanical sprinkler repair, plant replacement and other necessary maintenance programs; and 2) the servicing of electrical power for 10 streetlights for this zone.

Zone 4 – East 2nd Street

The Zone 4 improvements shall consist of: 1) the maintenance and servicing of landscaped median areas in Rose Drive from East 2nd Street to 1,800 feet (0.34 miles), more or less, northwesterly of East 2nd Street, and in East 2nd Street from 4,800 feet (0.91 miles), more or less, southerly of Rose Drive to 1,950 feet (0.37 miles), more or less, northeasterly of Rose Drive, include trimming, pruning, weeding, fertilizing, irrigation, trash removal, mechanical sprinkler repair, plant replacement and other necessary maintenance programs; and 2) the servicing of electrical power for 78 streetlights for this zone.

Zone 5 – Columbus Parkway

Zone 5 improvements shall consist of: 1) the maintenance and servicing of landscaped median areas along the public street areas and for a landscaped, Caltrans-owned parcel lying between Columbus Parkway and Interstate 780 southerly of Rose Drive, including trimming, pruning, weeding, fertilizing, irrigation, trash removal, mechanical sprinkler repair, plant replacement and other necessary maintenance programs; and 2) the servicing of electrical power for 15 streetlights for this zone.

Summary of Maintenance Activities and Frequencies

Activity	Desired Frequency	Budgeted Frequency
Turf Maintenance		
Mowing, edging & trimming	Weekly	Weekly
Fertilization	Four times per year	Once per year
Control and/or eradication of pest and weeds	Four times per year	Twice per year
Landscape Maintenance		
Re-mulch landscape areas	Annually	NB*
Color Plantings	Semi-annually	NB*
Plant Replacement	As-needed	NB*
Fertilize shrubs and ground cover	Annually	NB*
Fertilize trees	Annually	NB*
Control and/or eradication of pest and weeds	Four times per year	Twice per year

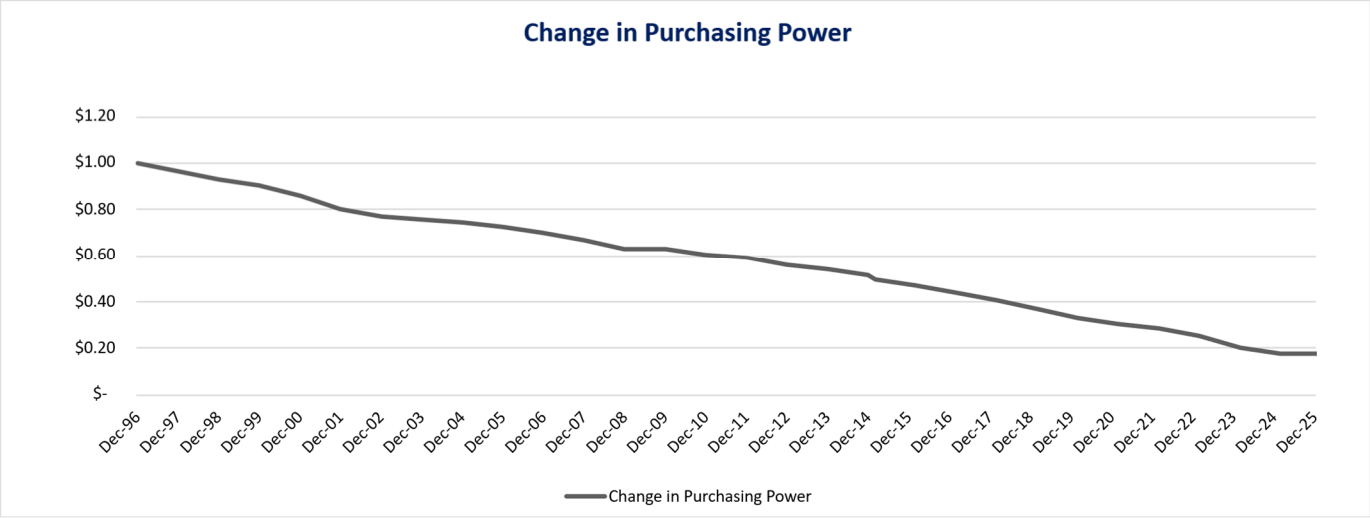
Trash and Debris Removal		
Turf/Landscape areas	Daily	Daily
Hardscape areas	Daily	Daily
Picnic/Play Areas	Daily	Daily
Restrooms	Daily	Daily
Pruning and Trimming		
Shrubs	Four times per year	Twice per year
Trees	3-5 Year Cycle	Limited to emergency pruning and removal
Irrigation Maintenance		
Monitor, test and inspect irrigation system	Weekly	Twice per month
Street Light Maintenance		
Re-lamping	2-3 Year Cycle	2-3 Year Cycle
Hardscape Maintenance		
Repair of damaged sidewalks	Annual contract	Limited to emergency repairs to correct safety hazards
Repair/Replacement of playground equipment	Planned replacement program	NB*

*Not within available Budget

PART III – COST ESTIMATE

Cost Estimate

All improvements within the District are maintained and serviced on a regular basis. Based upon the available revenues generated by the assessment, City staff determines the frequency and specific maintenance operations which can be provided in a given year. Since the assessment rate has not been increased since the passage of Proposition 218 in 1996, the City has had to gradually reduce service levels as costs have increased while the assessment rate has remained fixed. The table below shows the change in purchasing power since the passage of Proposition 218 based upon the annual change in the Consumer Price Index for the San Francisco Bay Area as published by the U.S. Department of Labor.



The proposed budget for each Zone is shown on the following pages. This includes an estimate of the costs of utilities, operations, services, administration and maintenance associated with the improvements within the each Zone, including all labor, personnel, equipment, materials and administrative expenses. The budget summary for each zone also shows the estimated fund balance for the zone, and the projected contribution/(transfer) that may be required from the fund balance based upon the estimated expenditures and assessment revenue. Based upon current projected maintenance costs in future years, the existing fund balance in most of the zones will be impacted due to the inability to increase assessment. Methods to address this issue include General Fund subsidies (or contributions from other sources), reductions in service levels, or a Proposition 218 ballot measure to adjust assessment rates to fully fund each zone's expenditures.

CITY OF BENICIA
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
ZONE 1 - RESIDENTIAL

Budget Item	Estimated Budget 2025-26
EXPENDITURES	
Maintenance and Servicing	
Personnel Cost	$ 197,200
Contract Services	$ 40,000
Materials and Supplies	$ 6,500
Solar Lighting Utilities	$ -
Cost Allocation	$ 52,303
Subtotal	$ 296,003
Utilities (electric)	$ 23,000
Capital Outlay	$ -
Consultant	$ 9,404
TOTAL EXPENDITURES	$ 328,407
REVENUES	
Adjustments	
Use of Money and Property (Estimated Interest Income)	$ 3,911
Transfer From Fund Balance	$ 24,610
Transfer From General Fund	$ -
Total Adjustments	$ 28,521
Assessments Levied	$ 299,886
TOTAL REVENUE	$ 328,407
FUND BALANCE	
Estimated Beginning Balance 7/1	$ 264,248
Estimated Collections/(Deductions)	$ (24,610)
Projected Balance 6/30	$ 239,637
ANNUAL LEVY SUMMARY	
Total Parcels Levied	2,196
Assessment per Benefit Unit	$ 136.56
Assessment Needed to Fully Fund	$ 149.55

Notes

* District Administration is contracted for one year only and is included in Contract Services.
* Assessment rates cannot be increased without property owner approval.

CITY OF BENICIA
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
ZONE 2 - FLEETSIDE INDUSTRIAL PARK

Budget Item		Estimated Budget 2025-26
EXPENDITURES		
Maintenance and Servicing		
Personnel Cost		$ 33,882
Contract Services		$ 15,000
Cost Allocation		$ 12,103
Materials and Supplies		$ 5,310
	Subtotal	$ 66,295
Utilities (electric)		$ 5,500
Capital Outlay		$ -
Consultant		$ 2,509
	TOTAL EXPENDITURES	$ 74,304
REVENUES		
Adjustments		
Use of Money and Property (Estimated Interest Income)		$ 2,648
Transfer From Fund Balance		$ -
Transfer From General Fund		$ -
	Total Adjustments	$ 2,648
Assessments Levied		$ 79,977
	TOTAL REVENUE	$ 82,625
FUND BALANCE		
Estimated Beginning Balance 7/1		$ 177,981
Estimated Collections/(Deductions)		$ 8,322
	Projected Balance 6/30	$ 186,302
ANNUAL LEVY SUMMARY		
Total Acreage Levied		124.04
Assessment per Acre		$ 644.77
Assessment Needed to Fully Fund		$ 644.77

Notes

* **District Administration is contracted for one year only and is included in Contract Services.**
* **Assessment rates cannot be increased without property owner approval.**

CITY OF BENICIA

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT

ZONE 3 - GOODYEAR ROAD

Budget Item		Estimated Budget 2025-26
EXPENDITURES		
Maintenance and Servicing		
Personnel Cost		$ 5,774
Contract Services		$ 6,000
Cost Allocation		$ 2,994
Materials and Supplies		$ 600
	Subtotal	$ 15,368
Utilities (electric)		$ 1,000
Capital Outlay		$ -
Consultant		$ 496
	TOTAL EXPENDITURES	$ 16,864
REVENUES		
Adjustments		
Use of Money and Property (Estimated Interest Income)		$ -
Transfer From Fund Balance		$ 12,864
Transfer From General Fund		$ -
	Total Adjustments	$ 12,864
Assessments Levied		$ 4,000
	TOTAL REVENUE	$ 16,864
FUND BALANCE		
Estimated Beginning Balance 7/1		$ 13,944
Estimated Collections/(Deductions)		$ (12,864)
	Projected Balance 6/30	$ 1,080
ANNUAL LEVY SUMMARY		
Total Acreage Levied		37
Assessment per Acre		$ 108.08
Assessment Needed to Fully Fund		$ 455.79

Notes

* District Administration is contracted for one year only and is included in Contract Services.
* Assessment rates cannot be increased without property owner approval.

CITY OF BENICIA

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT

ZONE 4 - EAST 2ND STREET

Budget Item	Estimated Budget 2025-26
EXPENDITURES	
Maintenance and Servicing	
Personnel Cost	$ 16,942
Contract Services	$ 13,200
Cost Allocation	$ 3,679
Materials and Supplies	$ 2,500
Subtotal	$ 36,321
Utilities (electric)	$ 10,000
Capital Outlay	$ -
Consultant	$ 885
TOTAL EXPENDITURES	$ 47,206
REVENUES	
Adjustments	
Use of Money and Property (Estimated Interest Income)	$ -
Transfer From Fund Balance	$ 19,206
Transfer From General Fund	$ -
Total Adjustments	$ 19,206
Assessments Levied	$ 28,000
TOTAL REVENUE	$ 47,206
FUND BALANCE	
Estimated Beginning Balance 7/1	$ 45,088
Estimated Collections/(Deductions)	$ (19,206)
Projected Balance 6/30	$ 25,882
ANNUAL LEVY SUMMARY	
Total Acreage Levied	276
Assessment per Acre	$ 101.32
Assessment Needed to Fully Fund	$ 171.04

Notes

* **District Administration is contracted for one year only and is included in Contract Services.**
* **Assessment rates cannot be increased without property owner approval.**

CITY OF BENICIA
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
ZONE 5 - COLUMBUS PARKWAY

Budget Item	Estimated Budget 2025-26
EXPENDITURES	
Maintenance and Servicing	
Personnel Cost	$ 14,231
Contract Services	$ 3,000
Cost Allocation	$ 3,014
Materials and Supplies	$ 3,000
Subtotal	$ 23,245
Utilities (electric)	$ 1,500
Capital Outlay	$ -
Consultant	$ 121
TOTAL EXPENDITURES	$ 24,866
REVENUES	
Adjustments	
Use of Money and Property (Estimated Interest Income)	$ 1,129
Transfer From Fund Balance	$ 7,936
Transfer From General Fund	$ -
Total Adjustments	$ 9,066
Assessments Levied	$ 15,800
TOTAL REVENUE	$ 24,866
FUND BALANCE	
Estimated Beginning Balance 7/1	$ 76,308
Estimated Collections/(Deductions)	$ (7,936)
Projected Balance 6/30	$ 68,372
ANNUAL LEVY SUMMARY	
Revenue from Commercial (52.4%)	$ 8,279
Total Acreage Levied	12.85
Assessment per Acre	$ 645.00
Assessment Needed to Fully Fund	$ 1,935.08
Revenue from Residential (47.6%)	$ 7,521
Total Units Assessed	188
Assessment per Benefit Unit	$ 40.00
Assessment Needed to Fully Fund	$ 132.26

Notes

* District Administration is contracted for one year only and is included in Contract Services.
* Assessment rates cannot be increased without property owner approval.

PART IV - METHOD OF APPORTIONMENT

Method of Apportionment

GENERAL

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of public lights, landscaping and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

> *"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

The formula used for calculating assessments in the District therefore reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on estimated benefit to each parcel. In addition, pursuant to Article XIIID Section 4:

> "*No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable and an agency shall separate the general benefits from the special benefits conferred on a parcel."*

BENEFIT ANALYSIS

General Benefits — The improvements within each Zone were installed as a direct result of property development within the Zone and would otherwise not be required or necessary. Developers typically install landscape improvements to enhance the marketability and value of properties within the development and/or as conditions of development. In either case, the improvements are clearly installed for the benefit of the properties being developed and not for the benefit of surrounding properties.

Although many landscape improvements (by virtue of their location), may be visible to surrounding properties or to the public at large, any benefit to surrounding properties is incidental and cannot be considered a direct and special benefit to those properties. Therefore, it has been determined that the improvements within these Zones and the ongoing operation and maintenance of those improvements are clearly a direct and special benefit to properties within each respective Zone. Unless otherwise noted, these improvements provide no measurable general benefit to properties outside the Zone or to the public at large.

Special Benefits — The method of apportionment (assessment methodology) approved at the time the District was formed is based on the premise that each of the assessed parcels within the District receives benefit from the improvements maintained and financed by annual assessments. Specifically, the assessments are for the maintenance of local street lighting and landscape improvements installed as part of the original development. The desirability and security of properties within the District are enhanced by the presence of street lighting and well-maintained landscaping in close proximity to those properties. The special benefits associated with the local landscaping improvements are:

- Enhanced desirability of properties through association with the improvements.
- Improved aesthetic appeal of properties within the Zones providing a positive representation of the area.
- Enhanced adaptation of the urban environment within the natural environment from adequate green space and landscaping.
- Environmental enhancement through improved erosion resistance, and dust and debris control.
- Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties.
- Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District through well-maintained surroundings and amenities including abatement of graffiti.
- Enhanced environmental quality of the parcels within the Zones by moderating temperatures, providing oxygenation and attenuating noise.

The special benefits of street lighting are the convenience, safety, and security of property, improvements, and goods. Specifically:

- Enhanced deterrence of crime and the aid to police protection.
- Increased nighttime safety on roads and highways.
- Improved ability of pedestrians and motorists to see.
- Improved ingress and egress to property.
- Reduced vandalism and other criminal acts and damage to improvements or property.
- Improved traffic circulation and reduced nighttime accidents and personal property loss.
- Increased promotion of business during nighttime hours in the case of commercial properties.

All of the preceding special benefits contribute to a specific enhancement and desirability of each of the assessed parcels within the District.

Non-Assessable Properties — Within the boundaries of Zones 1, 2, 4 and 5, there are several types of properties that are considered to receive no special benefit from the District improvements and are therefore not assessed. These parcels include:

1) Publicly owned parcels that are reserved as Public Open Space or are developed as City Parks for active recreation and are maintained and serviced by the District.
2) Publicly owned wetland parcels.
3) Certain Public Utility parcels.
4) Privately owned open space parcels; and
5) Privately owned "sliver" parcels that have resulted from a lot line adjustment with an adjacent larger parcel. The adjacent larger parcel, of which these "sliver" parcels are a part, are assessed at the Residential Zone rate.

ASSESSMENT METHODOLOGY

The special benefits received by each parcel within the Zone and each parcel's proportional annual assessment are calculated on the basis of a formula known as Equivalent Benefit Units. The **Equivalent Benefit Unit ("EBU")** method of apportionment establishes a proportional benefit relationship between the various parcels within the District and the improvements maintained by the District.

The EBU assigned to each parcel utilizes a set formula and proportional weighting factors based on the land use and size of each parcel within the District as compared to other parcels within the District. The number of EBU's assigned to each parcel is calculated by multiplying an assigned benefit unit factor (based on land use) by the dwelling units for residential parcels and acreage for commercial parcels.

The benefit unit factors (proportional special benefit) to be applied to the various land use classifications are listed below.

Single Family Residence One (1.0) Benefit Unit per Unit
Commercial Use One (1.0) Benefit Unit per Acre

The annual cost of the Zone improvements to be levied (Balance to Levy) is divided by the total number of EBU's calculated for each Zone to establish the annual assessment rate (Levy per EBU) for the fiscal year. This formula is represented as follows:

Balance to Levy / Total Number of EBU = Levy per EBU

The levy amount for each parcel is then calculated by multiplying the Levy per EBU (assessment rate) by the parcel's individual EBU calculated. The formula is represented as follows:

Levy per EBU x Parcel EBU = Parcel Levy Amount

Special Cases

Since the assessments must be levied in proportion to the special benefit received by a parcel, the City has identified the following parcels as receiving no special benefit from the improvements based upon their current land use.

Zone 1 – Residential
Assessor Parcel Number 0083-152-070 (District Assessment No. 214) is owned by AT&T and is used for telephone switching facilities. This parcel is considered to receive no special benefit and is not assessed.

Zone 2 – Fleetside Industrial Park
As of Fiscal Year 2009/10, Caltrans met their agreement with the City and is no longer required to pay assessments on parcels 80-292-040, 050, 060, 070, 080, 120 and 130.

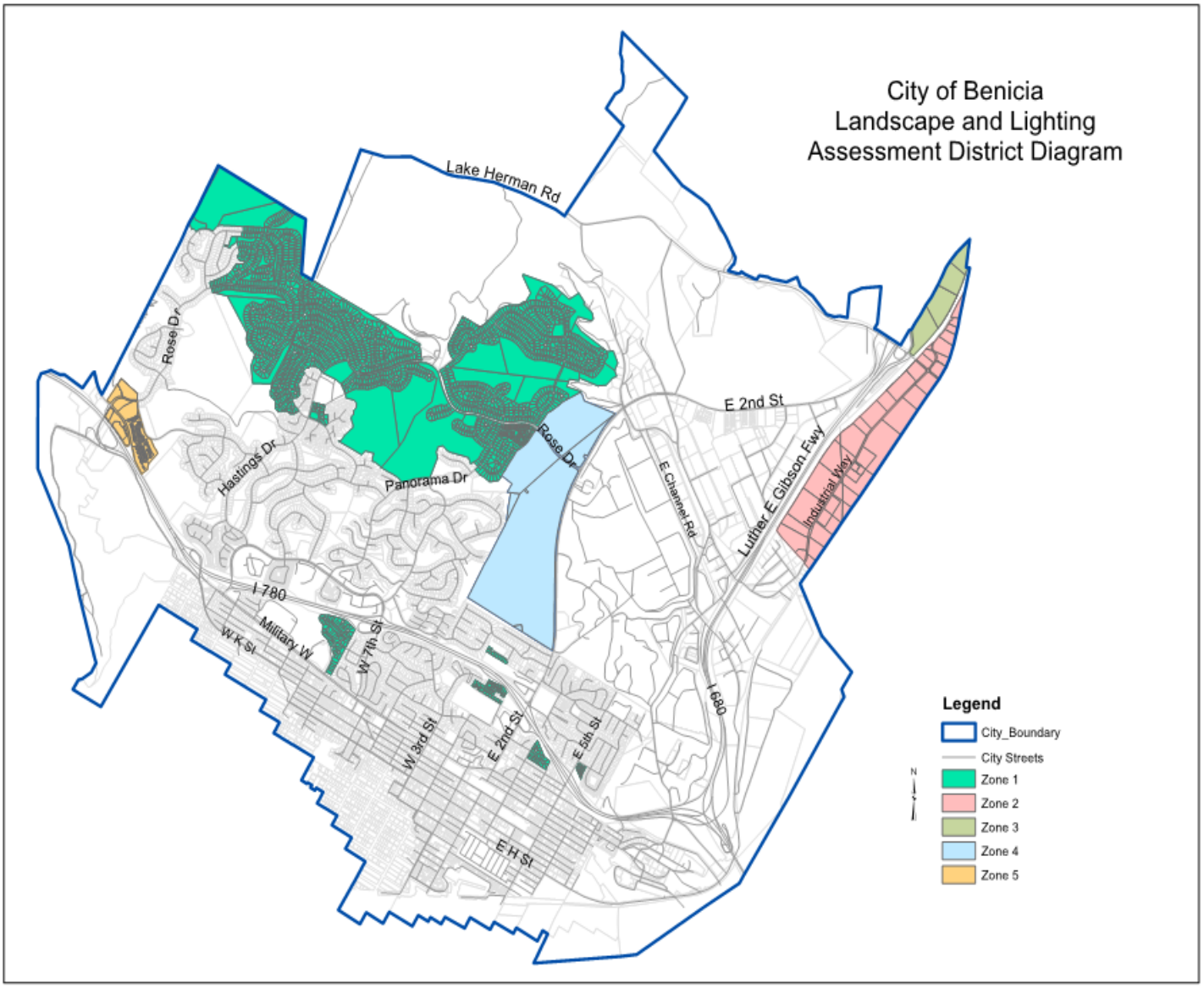
Zone 5 – Columbus Parkway
Since the residential units also pay annual costs for maintenance of privately owned open space and for on-site lighting, costs have been allocated at 47.6% for residential parcels and 52.4% for commercial parcels.

Assessor Parcel Number's 0079-020-590, 0079-020-600 and 0079-020-610 (District Assessment Nos. 1329A, 1329B and 1329C) totaling 3.67 acres are governed by Conditions, Covenants and Restrictions (CC&R's). Individual assessments were apportioned by allocating a portion of the total assessment for the total area of the three parcels.

APPENDIX A – DISTRICT DIAGRAM

District Diagram

The diagram below depicts an overview diagram of the District and the five zones.



APPENDIX B – ASSESSMENT ROLL

Assessment Roll

The proposed assessment and the amount of the assessment apportioned to each lot or parcel, as shown on the latest roll at the Assessor's Office, is shown on the following pages. The description of each lot or parcel is part of the records of the Assessor of the County of Solano and those records are, by reference, made part of this report. The assessments shown will be submitted to the County Auditor/Controller and included on the property tax roll for each parcel shown in the assessment roll for Fiscal Year 2025-26.

APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0083-021-040	1	1.00	-	$136.56	0083-042-340	1	1.00	-	$136.56
0083-021-050	1	1.00	-	$136.56	0083-042-350	1	1.00	-	$136.56
0083-021-060	1	1.00	-	$136.56	0083-042-360	1	1.00	-	$136.56
0083-021-070	1	1.00	-	$136.56	0083-042-370	1	1.00	-	$136.56
0083-021-080	1	1.00	-	$136.56	0083-042-380	1	1.00	-	$136.56
0083-021-090	1	1.00	-	$136.56	0083-051-010	1	1.00	-	$136.56
0083-021-100	1	1.00	-	$136.56	0083-051-020	1	1.00	-	$136.56
0083-021-110	1	1.00	-	$136.56	0083-051-030	1	1.00	-	$136.56
0083-021-120	1	1.00	-	$136.56	0083-051-040	1	1.00	-	$136.56
0083-021-130	1	1.00	-	$136.56	0083-051-050	1	1.00	-	$136.56
0083-021-140	1	1.00	-	$136.56	0083-051-060	1	1.00	-	$136.56
0083-021-150	1	1.00	-	$136.56	0083-051-070	1	1.00	-	$136.56
0083-021-170	1	1.00	-	$136.56	0083-051-080	1	1.00	-	$136.56
0083-021-180	1	1.00	-	$136.56	0083-051-090	1	1.00	-	$136.56
0083-021-190	1	1.00	-	$136.56	0083-051-100	1	1.00	-	$136.56
0083-021-200	1	1.00	-	$136.56	0083-051-110	1	1.00	-	$136.56
0083-041-010	1	1.00	-	$136.56	0083-051-120	1	1.00	-	$136.56
0083-041-020	1	1.00	-	$136.56	0083-051-130	1	1.00	-	$136.56
0083-041-030	1	1.00	-	$136.56	0083-051-140	1	1.00	-	$136.56
0083-041-040	1	1.00	-	$136.56	0083-051-150	1	1.00	-	$136.56
0083-041-050	1	1.00	-	$136.56	0083-051-160	1	1.00	-	$136.56
0083-041-080	1	1.00	-	$136.56	0083-051-170	1	1.00	-	$136.56
0083-042-010	1	1.00	-	$136.56	0083-051-180	1	1.00	-	$136.56
0083-042-020	1	1.00	-	$136.56	0083-051-190	1	1.00	-	$136.56
0083-042-030	1	1.00	-	$136.56	0083-051-200	1	1.00	-	$136.56
0083-042-040	1	1.00	-	$136.56	0083-051-210	1	1.00	-	$136.56
0083-042-050	1	1.00	-	$136.56	0083-051-220	1	1.00	-	$136.56
0083-042-060	1	1.00	-	$136.56	0083-051-230	1	1.00	-	$136.56
0083-042-070	1	1.00	-	$136.56	0083-052-010	1	1.00	-	$136.56
0083-042-080	1	1.00	-	$136.56	0083-052-040	1	1.00	-	$136.56
0083-042-090	1	1.00	-	$136.56	0083-052-050	1	1.00	-	$136.56
0083-042-100	1	1.00	-	$136.56	0083-052-060	1	1.00	-	$136.56
0083-042-110	1	1.00	-	$136.56	0083-052-070	1	1.00	-	$136.56
0083-042-120	1	1.00	-	$136.56	0083-052-080	1	1.00	-	$136.56
0083-042-130	1	1.00	-	$136.56	0083-052-090	1	1.00	-	$136.56

APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0083-042-140	1	1.00	-	$136.56	0083-052-100	1	1.00	-	$136.56
0083-042-150	1	1.00	-	$136.56	0083-052-110	1	1.00	-	$136.56
0083-042-160	1	1.00	-	$136.56	0083-052-120	1	1.00	-	$136.56
0083-042-170	1	1.00	-	$136.56	0083-052-130	1	1.00	-	$136.56
0083-042-180	1	1.00	-	$136.56	0083-052-140	1	1.00	-	$136.56
0083-042-190	1	1.00	-	$136.56	0083-052-150	1	1.00	-	$136.56
0083-042-200	1	1.00	-	$136.56	0083-052-160	1	1.00	-	$136.56
0083-042-210	1	1.00	-	$136.56	0083-052-170	1	1.00	-	$136.56
0083-042-220	1	1.00	-	$136.56	0083-052-180	1	1.00	-	$136.56
0083-042-230	1	1.00	-	$136.56	0083-052-190	1	1.00	-	$136.56
0083-042-240	1	1.00	-	$136.56	0083-052-200	1	1.00	-	$136.56
0083-042-250	1	1.00	-	$136.56	0083-052-210	1	1.00	-	$136.56
0083-042-260	1	1.00	-	$136.56	0083-052-220	1	1.00	-	$136.56
0083-042-270	1	1.00	-	$136.56	0083-052-230	1	1.00	-	$136.56
0083-042-280	1	1.00	-	$136.56	0083-052-240	1	1.00	-	$136.56
0083-042-290	1	1.00	-	$136.56	0083-052-250	1	1.00	-	$136.56
0083-042-300	1	1.00	-	$136.56	0083-052-260	1	1.00	-	$136.56
0083-042-310	1	1.00	-	$136.56	0083-052-270	1	1.00	-	$136.56
0083-042-320	1	1.00	-	$136.56	0083-052-280	1	1.00	-	$136.56
0083-042-330	1	1.00	-	$136.56	0083-052-290	1	1.00	-	$136.56
0083-052-300	1	1.00	-	$136.56	0083-061-290	1	1.00	-	$136.56
0083-052-310	1	1.00	-	$136.56	0083-061-300	1	1.00	-	$136.56
0083-052-320	1	1.00	-	$136.56	0083-062-010	1	1.00	-	$136.56
0083-052-330	1	1.00	-	$136.56	0083-062-020	1	1.00	-	$136.56
0083-052-340	1	1.00	-	$136.56	0083-062-030	1	1.00	-	$136.56
0083-052-350	1	1.00	-	$136.56	0083-062-040	1	1.00	-	$136.56
0083-053-010	1	1.00	-	$136.56	0083-062-050	1	1.00	-	$136.56
0083-053-020	1	1.00	-	$136.56	0083-062-060	1	1.00	-	$136.56
0083-053-030	1	1.00	-	$136.56	0083-062-070	1	1.00	-	$136.56
0083-053-040	1	1.00	-	$136.56	0083-062-080	1	1.00	-	$136.56
0083-053-050	1	1.00	-	$136.56	0083-062-090	1	1.00	-	$136.56
0083-053-060	1	1.00	-	$136.56	0083-062-100	1	1.00	-	$136.56
0083-053-070	1	1.00	-	$136.56	0083-062-130	1	1.00	-	$136.56
0083-054-030	1	1.00	-	$136.56	0083-062-140	1	1.00	-	$136.56
0083-054-040	1	1.00	-	$136.56	0083-062-150	1	1.00	-	$136.56
0083-054-050	1	1.00	-	$136.56	0083-062-160	1	1.00	-	$136.56
0083-054-090	1	1.00	-	$136.56	0083-062-170	1	1.00	-	$136.56
0083-054-100	1	1.00	-	$136.56	0083-062-180	1	1.00	-	$136.56
0083-054-110	1	1.00	-	$136.56	0083-062-190	1	1.00	-	$136.56
0083-054-130	1	1.00	-	$136.56	0083-062-200	1	1.00	-	$136.56
0083-055-010	1	1.00	-	$136.56	0083-062-210	1	1.00	-	$136.56
0083-055-020	1	1.00	-	$136.56	0083-062-220	1	1.00	-	$136.56
0083-055-030	1	1.00	-	$136.56	0083-062-230	1	1.00	-	$136.56
0083-055-040	1	1.00	-	$136.56	0083-062-240	1	1.00	-	$136.56
0083-055-050	1	1.00	-	$136.56	0083-062-250	1	1.00	-	$136.56
0083-055-060	1	1.00	-	$136.56	0083-062-260	1	1.00	-	$136.56
0083-055-070	1	1.00	-	$136.56	0083-062-270	1	1.00	-	$136.56
0083-055-080	1	1.00	-	$136.56	0083-062-280	1	1.00	-	$136.56

APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0083-061-010	1	1.00	-	$136.56	0083-062-290	1	1.00	-	$136.56
0083-061-020	1	1.00	-	$136.56	0083-062-300	1	1.00	-	$136.56
0083-061-030	1	1.00	-	$136.56	0083-062-310	1	1.00	-	$136.56
0083-061-040	1	1.00	-	$136.56	0083-062-320	1	1.00	-	$136.56
0083-061-050	1	1.00	-	$136.56	0083-062-330	1	1.00	-	$136.56
0083-061-060	1	1.00	-	$136.56	0083-062-340	1	1.00	-	$136.56
0083-061-070	1	1.00	-	$136.56	0083-062-350	1	1.00	-	$136.56
0083-061-080	1	1.00	-	$136.56	0083-062-360	1	1.00	-	$136.56
0083-061-090	1	1.00	-	$136.56	0083-063-050	1	1.00	-	$136.56
0083-061-100	1	1.00	-	$136.56	0083-063-070	1	1.00	-	$136.56
0083-061-110	1	1.00	-	$136.56	0083-063-110	1	1.00	-	$136.56
0083-061-120	1	1.00	-	$136.56	0083-063-120	1	1.00	-	$136.56
0083-061-130	1	1.00	-	$136.56	0083-063-130	1	1.00	-	$136.56
0083-061-140	1	1.00	-	$136.56	0083-063-140	1	1.00	-	$136.56
0083-061-150	1	1.00	-	$136.56	0083-063-150	1	1.00	-	$136.56
0083-061-160	1	1.00	-	$136.56	0083-063-160	1	1.00	-	$136.56
0083-061-170	1	1.00	-	$136.56	0083-071-010	1	1.00	-	$136.56
0083-061-180	1	1.00	-	$136.56	0083-071-020	1	1.00	-	$136.56
0083-061-190	1	1.00	-	$136.56	0083-071-030	1	1.00	-	$136.56
0083-061-200	1	1.00	-	$136.56	0083-071-040	1	1.00	-	$136.56
0083-061-210	1	1.00	-	$136.56	0083-071-050	1	1.00	-	$136.56
0083-061-220	1	1.00	-	$136.56	0083-071-060	1	1.00	-	$136.56
0083-061-230	1	1.00	-	$136.56	0083-071-070	1	1.00	-	$136.56
0083-061-240	1	1.00	-	$136.56	0083-071-080	1	1.00	-	$136.56
0083-061-250	1	1.00	-	$136.56	0083-071-090	1	1.00	-	$136.56
0083-061-260	1	1.00	-	$136.56	0083-071-100	1	1.00	-	$136.56
0083-061-270	1	1.00	-	$136.56	0083-071-110	1	1.00	-	$136.56
0083-061-280	1	1.00	-	$136.56	0083-071-120	1	1.00	-	$136.56
0083-071-130	1	1.00	-	$136.56	0083-081-020	1	1.00	-	$136.56
0083-071-140	1	1.00	-	$136.56	0083-081-030	1	1.00	-	$136.56
0083-071-150	1	1.00	-	$136.56	0083-081-040	1	1.00	-	$136.56
0083-071-160	1	1.00	-	$136.56	0083-081-050	1	1.00	-	$136.56
0083-071-170	1	1.00	-	$136.56	0083-082-010	1	1.00	-	$136.56
0083-071-180	1	1.00	-	$136.56	0083-082-020	1	1.00	-	$136.56
0083-071-190	1	1.00	-	$136.56	0083-082-030	1	1.00	-	$136.56
0083-071-200	1	1.00	-	$136.56	0083-083-030	1	1.00	-	$136.56
0083-071-210	1	1.00	-	$136.56	0083-083-040	1	1.00	-	$136.56
0083-072-010	1	1.00	-	$136.56	0083-083-050	1	1.00	-	$136.56
0083-072-020	1	1.00	-	$136.56	0083-083-060	1	1.00	-	$136.56
0083-072-030	1	1.00	-	$136.56	0083-083-070	1	1.00	-	$136.56
0083-072-040	1	1.00	-	$136.56	0083-083-080	1	1.00	-	$136.56
0083-072-050	1	1.00	-	$136.56	0083-083-090	1	1.00	-	$136.56
0083-072-060	1	1.00	-	$136.56	0083-083-100	1	1.00	-	$136.56
0083-072-070	1	1.00	-	$136.56	0083-083-190	1	1.00	-	$136.56
0083-072-080	1	1.00	-	$136.56	0083-083-200	1	1.00	-	$136.56
0083-072-090	1	1.00	-	$136.56	0083-084-010	1	1.00	-	$136.56
0083-072-100	1	1.00	-	$136.56	0083-091-010	1	1.00	-	$136.56

APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0083-072-110	1	1.00	-	$136.56	0083-091-020	1	1.00	-	$136.56
0083-072-120	1	1.00	-	$136.56	0083-091-030	1	1.00	-	$136.56
0083-072-130	1	1.00	-	$136.56	0083-091-040	1	1.00	-	$136.56
0083-072-140	1	1.00	-	$136.56	0083-091-050	1	1.00	-	$136.56
0083-072-150	1	1.00	-	$136.56	0083-091-060	1	1.00	-	$136.56
0083-073-010	1	1.00	-	$136.56	0083-091-070	1	1.00	-	$136.56
0083-073-020	1	1.00	-	$136.56	0083-091-080	1	1.00	-	$136.56
0083-073-030	1	1.00	-	$136.56	0083-091-090	1	1.00	-	$136.56
0083-073-040	1	1.00	-	$136.56	0083-091-110	1	1.00	-	$136.56
0083-073-050	1	1.00	-	$136.56	0083-091-120	1	1.00	-	$136.56
0083-073-060	1	1.00	-	$136.56	0083-091-130	1	1.00	-	$136.56
0083-073-070	1	1.00	-	$136.56	0083-091-140	1	1.00	-	$136.56
0083-073-080	1	1.00	-	$136.56	0083-091-150	1	1.00	-	$136.56
0083-073-090	1	1.00	-	$136.56	0083-091-160	1	1.00	-	$136.56
0083-073-100	1	1.00	-	$136.56	0083-091-170	1	1.00	-	$136.56
0083-073-110	1	1.00	-	$136.56	0083-091-180	1	1.00	-	$136.56
0083-073-120	1	1.00	-	$136.56	0083-091-190	1	1.00	-	$136.56
0083-073-130	1	1.00	-	$136.56	0083-091-200	1	1.00	-	$136.56
0083-073-140	1	1.00	-	$136.56	0083-091-210	1	1.00	-	$136.56
0083-073-150	1	1.00	-	$136.56	0083-091-220	1	1.00	-	$136.56
0083-073-160	1	1.00	-	$136.56	0083-091-230	1	1.00	-	$136.56
0083-073-170	1	1.00	-	$136.56	0083-091-240	1	1.00	-	$136.56
0083-073-180	1	1.00	-	$136.56	0083-091-260	1	1.00	-	$136.56
0083-073-190	1	1.00	-	$136.56	0083-092-010	1	1.00	-	$136.56
0083-073-200	1	1.00	-	$136.56	0083-092-020	1	1.00	-	$136.56
0083-073-210	1	1.00	-	$136.56	0083-092-030	1	1.00	-	$136.56
0083-073-220	1	1.00	-	$136.56	0083-092-040	1	1.00	-	$136.56
0083-073-230	1	1.00	-	$136.56	0083-092-050	1	1.00	-	$136.56
0083-073-240	1	1.00	-	$136.56	0083-092-060	1	1.00	-	$136.56
0083-073-250	1	1.00	-	$136.56	0083-092-070	1	1.00	-	$136.56
0083-073-260	1	1.00	-	$136.56	0083-092-080	1	1.00	-	$136.56
0083-074-050	1	1.00	-	$136.56	0083-092-090	1	1.00	-	$136.56
0083-074-060	1	1.00	-	$136.56	0083-092-100	1	1.00	-	$136.56
0083-074-070	1	1.00	-	$136.56	0083-093-010	1	1.00	-	$136.56
0083-074-080	1	1.00	-	$136.56	0083-093-020	1	1.00	-	$136.56
0083-074-090	1	1.00	-	$136.56	0083-093-030	1	1.00	-	$136.56
0083-081-010	1	1.00	-	$136.56	0083-093-040	1	1.00	-	$136.56
0083-093-050	1	1.00	-	$136.56	0083-104-070	1	1.00	-	$136.56
0083-093-060	1	1.00	-	$136.56	0083-104-080	1	1.00	-	$136.56
0083-093-070	1	1.00	-	$136.56	0083-104-090	1	1.00	-	$136.56
0083-093-080	1	1.00	-	$136.56	0083-104-100	1	1.00	-	$136.56
0083-093-090	1	1.00	-	$136.56	0083-104-110	1	1.00	-	$136.56
0083-093-100	1	1.00	-	$136.56	0083-104-120	1	1.00	-	$136.56
0083-093-110	1	1.00	-	$136.56	0083-104-130	1	1.00	-	$136.56
0083-093-120	1	1.00	-	$136.56	0083-111-010	1	1.00	-	$136.56
0083-093-130	1	1.00	-	$136.56	0083-111-020	1	1.00	-	$136.56
0083-093-140	1	1.00	-	$136.56	0083-111-030	1	1.00	-	$136.56
0083-093-150	1	1.00	-	$136.56	0083-111-040	1	1.00	-	$136.56

APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0083-101-010	1	1.00	-	$136.56	0083-111-050	1	1.00	-	$136.56
0083-101-020	1	1.00	-	$136.56	0083-111-060	1	1.00	-	$136.56
0083-101-030	1	1.00	-	$136.56	0083-112-010	1	1.00	-	$136.56
0083-101-040	1	1.00	-	$136.56	0083-112-020	1	1.00	-	$136.56
0083-101-050	1	1.00	-	$136.56	0083-112-030	1	1.00	-	$136.56
0083-101-060	1	1.00	-	$136.56	0083-112-040	1	1.00	-	$136.56
0083-101-070	1	1.00	-	$136.56	0083-112-050	1	1.00	-	$136.56
0083-101-080	1	1.00	-	$136.56	0083-112-060	1	1.00	-	$136.56
0083-101-090	1	1.00	-	$136.56	0083-112-070	1	1.00	-	$136.56
0083-101-100	1	1.00	-	$136.56	0083-112-080	1	1.00	-	$136.56
0083-101-110	1	1.00	-	$136.56	0083-112-090	1	1.00	-	$136.56
0083-101-120	1	1.00	-	$136.56	0083-112-100	1	1.00	-	$136.56
0083-102-010	1	1.00	-	$136.56	0083-112-110	1	1.00	-	$136.56
0083-102-020	1	1.00	-	$136.56	0083-112-120	1	1.00	-	$136.56
0083-102-030	1	1.00	-	$136.56	0083-113-010	1	1.00	-	$136.56
0083-102-040	1	1.00	-	$136.56	0083-113-020	1	1.00	-	$136.56
0083-102-050	1	1.00	-	$136.56	0083-113-030	1	1.00	-	$136.56
0083-102-060	1	1.00	-	$136.56	0083-113-040	1	1.00	-	$136.56
0083-102-070	1	1.00	-	$136.56	0083-113-050	1	1.00	-	$136.56
0083-102-080	1	1.00	-	$136.56	0083-113-060	1	1.00	-	$136.56
0083-102-090	1	1.00	-	$136.56	0083-113-070	1	1.00	-	$136.56
0083-102-100	1	1.00	-	$136.56	0083-113-080	1	1.00	-	$136.56
0083-102-110	1	1.00	-	$136.56	0083-113-090	1	1.00	-	$136.56
0083-102-120	1	1.00	-	$136.56	0083-113-100	1	1.00	-	$136.56
0083-102-130	1	1.00	-	$136.56	0083-113-110	1	1.00	-	$136.56
0083-102-140	1	1.00	-	$136.56	0083-113-120	1	1.00	-	$136.56
0083-102-150	1	1.00	-	$136.56	0083-113-130	1	1.00	-	$136.56
0083-103-010	1	1.00	-	$136.56	0083-113-140	1	1.00	-	$136.56
0083-103-020	1	1.00	-	$136.56	0083-113-150	1	1.00	-	$136.56
0083-103-030	1	1.00	-	$136.56	0083-113-160	1	1.00	-	$136.56
0083-103-040	1	1.00	-	$136.56	0083-121-020	1	1.00	-	$136.56
0083-103-050	1	1.00	-	$136.56	0083-121-030	1	1.00	-	$136.56
0083-103-060	1	1.00	-	$136.56	0083-121-040	1	1.00	-	$136.56
0083-103-070	1	1.00	-	$136.56	0083-121-050	1	1.00	-	$136.56
0083-103-080	1	1.00	-	$136.56	0083-121-060	1	1.00	-	$136.56
0083-103-090	1	1.00	-	$136.56	0083-121-070	1	1.00	-	$136.56
0083-103-100	1	1.00	-	$136.56	0083-121-080	1	1.00	-	$136.56
0083-103-110	1	1.00	-	$136.56	0083-121-090	1	1.00	-	$136.56
0083-103-120	1	1.00	-	$136.56	0083-121-100	1	1.00	-	$136.56
0083-104-010	1	1.00	-	$136.56	0083-121-110	1	1.00	-	$136.56
0083-104-020	1	1.00	-	$136.56	0083-122-010	1	1.00	-	$136.56
0083-104-030	1	1.00	-	$136.56	0083-122-020	1	1.00	-	$136.56
0083-104-040	1	1.00	-	$136.56	0083-122-030	1	1.00	-	$136.56
0083-104-050	1	1.00	-	$136.56	0083-122-040	1	1.00	-	$136.56
0083-104-060	1	1.00	-	$136.56	0083-122-050	1	1.00	-	$136.56
0083-122-060	1	1.00	-	$136.56	0083-143-100	1	1.00	-	$136.56
0083-122-070	1	1.00	-	$136.56	0083-143-110	1	1.00	-	$136.56
0083-122-080	1	1.00	-	$136.56	0083-143-120	1	1.00	-	$136.56

APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0083-122-090	1	1.00	-	$136.56	0083-143-130	1	1.00	-	$136.56
0083-122-100	1	1.00	-	$136.56	0083-143-140	1	1.00	-	$136.56
0083-131-010	1	1.00	-	$136.56	0083-143-150	1	1.00	-	$136.56
0083-131-020	1	1.00	-	$136.56	0083-143-160	1	1.00	-	$136.56
0083-131-030	1	1.00	-	$136.56	0083-143-170	1	1.00	-	$136.56
0083-131-040	1	1.00	-	$136.56	0083-143-180	1	1.00	-	$136.56
0083-131-050	1	1.00	-	$136.56	0083-143-190	1	1.00	-	$136.56
0083-131-060	1	1.00	-	$136.56	0083-143-200	1	1.00	-	$136.56
0083-131-070	1	1.00	-	$136.56	0083-143-210	1	1.00	-	$136.56
0083-131-080	1	1.00	-	$136.56	0083-143-220	1	1.00	-	$136.56
0083-131-090	1	1.00	-	$136.56	0083-143-230	1	1.00	-	$136.56
0083-132-010	1	1.00	-	$136.56	0083-143-240	1	1.00	-	$136.56
0083-132-020	1	1.00	-	$136.56	0083-143-250	1	1.00	-	$136.56
0083-132-030	1	1.00	-	$136.56	0083-143-260	1	1.00	-	$136.56
0083-132-040	1	1.00	-	$136.56	0083-143-270	1	1.00	-	$136.56
0083-132-050	1	1.00	-	$136.56	0083-151-010	1	1.00	-	$136.56
0083-132-060	1	1.00	-	$136.56	0083-151-020	1	1.00	-	$136.56
0083-132-070	1	1.00	-	$136.56	0083-151-030	1	1.00	-	$136.56
0083-141-010	1	1.00	-	$136.56	0083-151-040	1	1.00	-	$136.56
0083-141-020	1	1.00	-	$136.56	0083-151-050	1	1.00	-	$136.56
0083-141-030	1	1.00	-	$136.56	0083-151-090	1	1.00	-	$136.56
0083-141-040	1	1.00	-	$136.56	0083-151-100	1	1.00	-	$136.56
0083-141-050	1	1.00	-	$136.56	0083-151-110	1	1.00	-	$136.56
0083-141-060	1	1.00	-	$136.56	0083-151-120	1	1.00	-	$136.56
0083-141-070	1	1.00	-	$136.56	0083-151-130	1	1.00	-	$136.56
0083-141-080	1	1.00	-	$136.56	0083-151-140	1	1.00	-	$136.56
0083-141-090	1	1.00	-	$136.56	0083-151-150	1	1.00	-	$136.56
0083-141-100	1	1.00	-	$136.56	0083-151-160	1	1.00	-	$136.56
0083-142-010	1	1.00	-	$136.56	0083-151-170	1	1.00	-	$136.56
0083-142-020	1	1.00	-	$136.56	0083-151-180	1	1.00	-	$136.56
0083-142-030	1	1.00	-	$136.56	0083-151-190	1	1.00	-	$136.56
0083-142-040	1	1.00	-	$136.56	0083-151-200	1	1.00	-	$136.56
0083-142-050	1	1.00	-	$136.56	0083-151-210	1	1.00	-	$136.56
0083-142-060	1	1.00	-	$136.56	0083-151-230	1	1.00	-	$136.56
0083-142-070	1	1.00	-	$136.56	0083-152-010	1	1.00	-	$136.56
0083-142-080	1	1.00	-	$136.56	0083-152-020	1	1.00	-	$136.56
0083-142-090	1	1.00	-	$136.56	0083-152-030	1	1.00	-	$136.56
0083-142-100	1	1.00	-	$136.56	0083-152-040	1	1.00	-	$136.56
0083-142-110	1	1.00	-	$136.56	0083-152-050	1	1.00	-	$136.56
0083-142-120	1	1.00	-	$136.56	0083-152-060	1	1.00	-	$136.56
0083-142-130	1	1.00	-	$136.56	0083-152-080	1	1.00	-	$136.56
0083-142-140	1	1.00	-	$136.56	0083-152-090	1	1.00	-	$136.56
0083-142-150	1	1.00	-	$136.56	0083-152-100	1	1.00	-	$136.56
0083-142-160	1	1.00	-	$136.56	0083-152-110	1	1.00	-	$136.56
0083-143-010	1	1.00	-	$136.56	0083-152-120	1	1.00	-	$136.56
0083-143-020	1	1.00	-	$136.56	0083-152-130	1	1.00	-	$136.56
0083-143-030	1	1.00	-	$136.56	0083-152-140	1	1.00	-	$136.56
0083-143-040	1	1.00	-	$136.56	0083-152-150	1	1.00	-	$136.56

APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0083-143-050	1	1.00	-	$136.56	0083-153-010	1	1.00	-	$136.56
0083-143-060	1	1.00	-	$136.56	0083-153-020	1	1.00	-	$136.56
0083-143-070	1	1.00	-	$136.56	0083-153-030	1	1.00	-	$136.56
0083-143-080	1	1.00	-	$136.56	0083-153-040	1	1.00	-	$136.56
0083-143-090	1	1.00	-	$136.56	0083-153-050	1	1.00	-	$136.56
0083-153-060	1	1.00	-	$136.56	0083-242-030	1	1.00	-	$136.56
0083-153-070	1	1.00	-	$136.56	0083-242-040	1	1.00	-	$136.56
0083-153-080	1	1.00	-	$136.56	0083-242-050	1	1.00	-	$136.56
0083-153-090	1	1.00	-	$136.56	0083-242-060	1	1.00	-	$136.56
0083-153-100	1	1.00	-	$136.56	0083-242-070	1	1.00	-	$136.56
0083-153-110	1	1.00	-	$136.56	0083-242-080	1	1.00	-	$136.56
0083-153-120	1	1.00	-	$136.56	0083-242-090	1	1.00	-	$136.56
0083-153-130	1	1.00	-	$136.56	0083-242-100	1	1.00	-	$136.56
0083-153-140	1	1.00	-	$136.56	0083-242-110	1	1.00	-	$136.56
0083-153-150	1	1.00	-	$136.56	0083-242-120	1	1.00	-	$136.56
0083-153-160	1	1.00	-	$136.56	0083-242-130	1	1.00	-	$136.56
0083-153-170	1	1.00	-	$136.56	0083-242-140	1	1.00	-	$136.56
0083-231-010	1	1.00	-	$136.56	0083-242-150	1	1.00	-	$136.56
0083-231-020	1	1.00	-	$136.56	0083-242-160	1	1.00	-	$136.56
0083-231-030	1	1.00	-	$136.56	0083-242-170	1	1.00	-	$136.56
0083-231-040	1	1.00	-	$136.56	0083-242-180	1	1.00	-	$136.56
0083-231-050	1	1.00	-	$136.56	0083-242-190	1	1.00	-	$136.56
0083-231-070	1	1.00	-	$136.56	0083-242-200	1	1.00	-	$136.56
0083-231-080	1	1.00	-	$136.56	0083-242-210	1	1.00	-	$136.56
0083-231-090	1	1.00	-	$136.56	0083-242-220	1	1.00	-	$136.56
0083-231-100	1	1.00	-	$136.56	0083-242-230	1	1.00	-	$136.56
0083-231-110	1	1.00	-	$136.56	0083-242-240	1	1.00	-	$136.56
0083-231-120	1	1.00	-	$136.56	0083-242-250	1	1.00	-	$136.56
0083-231-130	1	1.00	-	$136.56	0083-242-260	1	1.00	-	$136.56
0083-231-140	1	1.00	-	$136.56	0083-242-270	1	1.00	-	$136.56
0083-232-010	1	1.00	-	$136.56	0083-242-280	1	1.00	-	$136.56
0083-232-020	1	1.00	-	$136.56	0083-242-290	1	1.00	-	$136.56
0083-232-030	1	1.00	-	$136.56	0083-242-300	1	1.00	-	$136.56
0083-232-040	1	1.00	-	$136.56	0083-242-310	1	1.00	-	$136.56
0083-232-050	1	1.00	-	$136.56	0083-242-320	1	1.00	-	$136.56
0083-232-060	1	1.00	-	$136.56	0083-242-330	1	1.00	-	$136.56
0083-232-070	1	1.00	-	$136.56	0083-242-340	1	1.00	-	$136.56
0083-232-080	1	1.00	-	$136.56	0083-242-350	1	1.00	-	$136.56
0083-232-090	1	1.00	-	$136.56	0083-242-360	1	1.00	-	$136.56
0083-232-100	1	1.00	-	$136.56	0083-242-370	1	1.00	-	$136.56
0083-232-110	1	1.00	-	$136.56	0083-251-010	1	1.00	-	$136.56
0083-232-120	1	1.00	-	$136.56	0083-251-020	1	1.00	-	$136.56
0083-232-130	1	1.00	-	$136.56	0083-251-030	1	1.00	-	$136.56
0083-232-140	1	1.00	-	$136.56	0083-252-010	1	1.00	-	$136.56
0083-232-150	1	1.00	-	$136.56	0083-252-020	1	1.00	-	$136.56
0083-232-160	1	1.00	-	$136.56	0083-252-030	1	1.00	-	$136.56
0083-232-170	1	1.00	-	$136.56	0083-252-040	1	1.00	-	$136.56
0083-232-180	1	1.00	-	$136.56	0083-252-050	1	1.00	-	$136.56

APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0083-241-010	1	1.00	-	$136.56	0083-252-060	1	1.00	-	$136.56
0083-241-020	1	1.00	-	$136.56	0083-252-070	1	1.00	-	$136.56
0083-241-030	1	1.00	-	$136.56	0083-252-080	1	1.00	-	$136.56
0083-241-040	1	1.00	-	$136.56	0083-252-090	1	1.00	-	$136.56
0083-241-050	1	1.00	-	$136.56	0083-252-100	1	1.00	-	$136.56
0083-241-060	1	1.00	-	$136.56	0083-252-110	1	1.00	-	$136.56
0083-241-070	1	1.00	-	$136.56	0083-252-120	1	1.00	-	$136.56
0083-241-080	1	1.00	-	$136.56	0083-253-010	1	1.00	-	$136.56
0083-241-090	1	1.00	-	$136.56	0083-253-020	1	1.00	-	$136.56
0083-241-100	1	1.00	-	$136.56	0083-253-030	1	1.00	-	$136.56
0083-241-110	1	1.00	-	$136.56	0083-253-040	1	1.00	-	$136.56
0083-242-010	1	1.00	-	$136.56	0083-253-050	1	1.00	-	$136.56
0083-242-020	1	1.00	-	$136.56	0083-253-060	1	1.00	-	$136.56
0083-253-070	1	1.00	-	$136.56	0083-261-060	1	1.00	-	$136.56
0083-253-080	1	1.00	-	$136.56	0083-261-070	1	1.00	-	$136.56
0083-253-090	1	1.00	-	$136.56	0083-261-080	1	1.00	-	$136.56
0083-253-100	1	1.00	-	$136.56	0083-261-090	1	1.00	-	$136.56
0083-253-110	1	1.00	-	$136.56	0083-261-100	1	1.00	-	$136.56
0083-253-120	1	1.00	-	$136.56	0083-261-110	1	1.00	-	$136.56
0083-253-130	1	1.00	-	$136.56	0083-261-120	1	1.00	-	$136.56
0083-253-140	1	1.00	-	$136.56	0083-261-130	1	1.00	-	$136.56
0083-253-150	1	1.00	-	$136.56	0083-261-140	1	1.00	-	$136.56
0083-253-160	1	1.00	-	$136.56	0083-261-150	1	1.00	-	$136.56
0083-253-170	1	1.00	-	$136.56	0083-261-230	1	1.00	-	$136.56
0083-253-180	1	1.00	-	$136.56	0083-261-240	1	1.00	-	$136.56
0083-253-190	1	1.00	-	$136.56	0083-261-250	1	1.00	-	$136.56
0083-253-200	1	1.00	-	$136.56	0083-261-260	1	1.00	-	$136.56
0083-253-210	1	1.00	-	$136.56	0083-261-270	1	1.00	-	$136.56
0083-253-220	1	1.00	-	$136.56	0083-261-290	1	1.00	-	$136.56
0083-253-230	1	1.00	-	$136.56	0083-261-300	1	1.00	-	$136.56
0083-253-240	1	1.00	-	$136.56	0083-261-310	1	1.00	-	$136.56
0083-253-250	1	1.00	-	$136.56	0083-261-320	1	1.00	-	$136.56
0083-253-260	1	1.00	-	$136.56	0083-261-330	1	1.00	-	$136.56
0083-253-270	1	1.00	-	$136.56	0083-261-340	1	1.00	-	$136.56
0083-253-280	1	1.00	-	$136.56	0083-271-010	1	1.00	-	$136.56
0083-253-290	1	1.00	-	$136.56	0083-271-020	1	1.00	-	$136.56
0083-253-300	1	1.00	-	$136.56	0083-271-030	1	1.00	-	$136.56
0083-253-310	1	1.00	-	$136.56	0083-271-040	1	1.00	-	$136.56
0083-253-320	1	1.00	-	$136.56	0083-271-050	1	1.00	-	$136.56
0083-253-330	1	1.00	-	$136.56	0083-271-060	1	1.00	-	$136.56
0083-253-340	1	1.00	-	$136.56	0083-271-070	1	1.00	-	$136.56
0083-253-350	1	1.00	-	$136.56	0083-271-080	1	1.00	-	$136.56
0083-253-360	1	1.00	-	$136.56	0083-271-090	1	1.00	-	$136.56
0083-253-370	1	1.00	-	$136.56	0083-271-100	1	1.00	-	$136.56
0083-253-380	1	1.00	-	$136.56	0083-272-010	1	1.00	-	$136.56
0083-253-390	1	1.00	-	$136.56	0083-272-020	1	1.00	-	$136.56
0083-253-400	1	1.00	-	$136.56	0083-272-030	1	1.00	-	$136.56
0083-253-410	1	1.00	-	$136.56	0083-272-040	1	1.00	-	$136.56

APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0083-253-420	1	1.00	-	$136.56	0083-272-050	1	1.00	-	$136.56
0083-253-430	1	1.00	-	$136.56	0083-272-060	1	1.00	-	$136.56
0083-254-010	1	1.00	-	$136.56	0083-272-070	1	1.00	-	$136.56
0083-254-020	1	1.00	-	$136.56	0083-272-080	1	1.00	-	$136.56
0083-254-030	1	1.00	-	$136.56	0083-272-090	1	1.00	-	$136.56
0083-254-040	1	1.00	-	$136.56	0083-272-100	1	1.00	-	$136.56
0083-254-050	1	1.00	-	$136.56	0083-272-110	1	1.00	-	$136.56
0083-254-060	1	1.00	-	$136.56	0083-272-120	1	1.00	-	$136.56
0083-254-070	1	1.00	-	$136.56	0083-272-130	1	1.00	-	$136.56
0083-254-080	1	1.00	-	$136.56	0083-272-140	1	1.00	-	$136.56
0083-254-090	1	1.00	-	$136.56	0083-272-150	1	1.00	-	$136.56
0083-254-100	1	1.00	-	$136.56	0083-272-160	1	1.00	-	$136.56
0083-254-110	1	1.00	-	$136.56	0083-272-170	1	1.00	-	$136.56
0083-254-120	1	1.00	-	$136.56	0083-272-180	1	1.00	-	$136.56
0083-254-130	1	1.00	-	$136.56	0083-272-190	1	1.00	-	$136.56
0083-254-140	1	1.00	-	$136.56	0083-272-200	1	1.00	-	$136.56
0083-261-010	1	1.00	-	$136.56	0083-272-210	1	1.00	-	$136.56
0083-261-020	1	1.00	-	$136.56	0083-272-220	1	1.00	-	$136.56
0083-261-030	1	1.00	-	$136.56	0083-272-230	1	1.00	-	$136.56
0083-261-040	1	1.00	-	$136.56	0083-272-240	1	1.00	-	$136.56
0083-261-050	1	1.00	-	$136.56	0083-272-250	1	1.00	-	$136.56
0083-272-260	1	1.00	-	$136.56	0083-282-200	1	1.00	-	$136.56
0083-272-270	1	1.00	-	$136.56	0083-282-210	1	1.00	-	$136.56
0083-272-280	1	1.00	-	$136.56	0083-282-220	1	1.00	-	$136.56
0083-272-290	1	1.00	-	$136.56	0083-282-230	1	1.00	-	$136.56
0083-272-300	1	1.00	-	$136.56	0083-282-240	1	1.00	-	$136.56
0083-272-310	1	1.00	-	$136.56	0083-282-250	1	1.00	-	$136.56
0083-272-320	1	1.00	-	$136.56	0083-282-260	1	1.00	-	$136.56
0083-272-330	1	1.00	-	$136.56	0083-282-270	1	1.00	-	$136.56
0083-272-340	1	1.00	-	$136.56	0083-282-280	1	1.00	-	$136.56
0083-272-350	1	1.00	-	$136.56	0083-282-290	1	1.00	-	$136.56
0083-272-360	1	1.00	-	$136.56	0083-282-300	1	1.00	-	$136.56
0083-272-370	1	1.00	-	$136.56	0083-282-310	1	1.00	-	$136.56
0083-272-380	1	1.00	-	$136.56	0083-282-320	1	1.00	-	$136.56
0083-272-390	1	1.00	-	$136.56	0083-282-330	1	1.00	-	$136.56
0083-272-400	1	1.00	-	$136.56	0083-282-340	1	1.00	-	$136.56
0083-272-410	1	1.00	-	$136.56	0083-282-350	1	1.00	-	$136.56
0083-272-420	1	1.00	-	$136.56	0083-282-360	1	1.00	-	$136.56
0083-272-430	1	1.00	-	$136.56	0083-283-010	1	1.00	-	$136.56
0083-281-010	1	1.00	-	$136.56	0083-283-020	1	1.00	-	$136.56
0083-281-020	1	1.00	-	$136.56	0083-283-030	1	1.00	-	$136.56
0083-281-030	1	1.00	-	$136.56	0083-283-040	1	1.00	-	$136.56
0083-281-040	1	1.00	-	$136.56	0083-283-050	1	1.00	-	$136.56
0083-281-050	1	1.00	-	$136.56	0083-291-010	1	1.00	-	$136.56
0083-281-060	1	1.00	-	$136.56	0083-291-020	1	1.00	-	$136.56
0083-281-070	1	1.00	-	$136.56	0083-291-030	1	1.00	-	$136.56
0083-281-080	1	1.00	-	$136.56	0083-291-040	1	1.00	-	$136.56
0083-281-090	1	1.00	-	$136.56	0083-291-050	1	1.00	-	$136.56

APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0083-281-100	1	1.00	-	$136.56	0083-291-060	1	1.00	-	$136.56
0083-281-110	1	1.00	-	$136.56	0083-291-070	1	1.00	-	$136.56
0083-281-120	1	1.00	-	$136.56	0083-291-080	1	1.00	-	$136.56
0083-281-130	1	1.00	-	$136.56	0083-291-090	1	1.00	-	$136.56
0083-281-140	1	1.00	-	$136.56	0083-291-100	1	1.00	-	$136.56
0083-281-150	1	1.00	-	$136.56	0083-291-110	1	1.00	-	$136.56
0083-281-160	1	1.00	-	$136.56	0083-291-120	1	1.00	-	$136.56
0083-281-170	1	1.00	-	$136.56	0083-291-130	1	1.00	-	$136.56
0083-281-180	1	1.00	-	$136.56	0083-292-010	1	1.00	-	$136.56
0083-281-190	1	1.00	-	$136.56	0083-292-020	1	1.00	-	$136.56
0083-282-010	1	1.00	-	$136.56	0083-292-030	1	1.00	-	$136.56
0083-282-020	1	1.00	-	$136.56	0083-292-040	1	1.00	-	$136.56
0083-282-030	1	1.00	-	$136.56	0083-292-050	1	1.00	-	$136.56
0083-282-040	1	1.00	-	$136.56	0083-292-060	1	1.00	-	$136.56
0083-282-050	1	1.00	-	$136.56	0083-292-070	1	1.00	-	$136.56
0083-282-060	1	1.00	-	$136.56	0083-292-080	1	1.00	-	$136.56
0083-282-070	1	1.00	-	$136.56	0083-292-090	1	1.00	-	$136.56
0083-282-080	1	1.00	-	$136.56	0083-292-100	1	1.00	-	$136.56
0083-282-090	1	1.00	-	$136.56	0083-292-110	1	1.00	-	$136.56
0083-282-100	1	1.00	-	$136.56	0083-292-120	1	1.00	-	$136.56
0083-282-110	1	1.00	-	$136.56	0083-292-130	1	1.00	-	$136.56
0083-282-120	1	1.00	-	$136.56	0083-292-140	1	1.00	-	$136.56
0083-282-130	1	1.00	-	$136.56	0083-292-150	1	1.00	-	$136.56
0083-282-140	1	1.00	-	$136.56	0083-292-160	1	1.00	-	$136.56
0083-282-150	1	1.00	-	$136.56	0083-292-170	1	1.00	-	$136.56
0083-282-160	1	1.00	-	$136.56	0083-292-180	1	1.00	-	$136.56
0083-282-170	1	1.00	-	$136.56	0083-292-190	1	1.00	-	$136.56
0083-282-180	1	1.00	-	$136.56	0083-292-200	1	1.00	-	$136.56
0083-282-190	1	1.00	-	$136.56	0083-292-210	1	1.00	-	$136.56
0083-292-220	1	1.00	-	$136.56	0083-305-050	1	1.00	-	$136.56
0083-292-230	1	1.00	-	$136.56	0083-305-060	1	1.00	-	$136.56
0083-292-240	1	1.00	-	$136.56	0083-305-070	1	1.00	-	$136.56
0083-293-010	1	1.00	-	$136.56	0083-305-080	1	1.00	-	$136.56
0083-293-020	1	1.00	-	$136.56	0083-305-090	1	1.00	-	$136.56
0083-293-030	1	1.00	-	$136.56	0083-305-100	1	1.00	-	$136.56
0083-293-040	1	1.00	-	$136.56	0083-305-110	1	1.00	-	$136.56
0083-293-050	1	1.00	-	$136.56	0083-305-120	1	1.00	-	$136.56
0083-293-060	1	1.00	-	$136.56	0083-305-130	1	1.00	-	$136.56
0083-293-070	1	1.00	-	$136.56	0083-305-140	1	1.00	-	$136.56
0083-293-080	1	1.00	-	$136.56	0083-305-150	1	1.00	-	$136.56
0083-293-090	1	1.00	-	$136.56	0083-305-160	1	1.00	-	$136.56
0083-293-100	1	1.00	-	$136.56	0083-305-170	1	1.00	-	$136.56
0083-293-110	1	1.00	-	$136.56	0083-306-010	1	1.00	-	$136.56
0083-293-120	1	1.00	-	$136.56	0083-306-020	1	1.00	-	$136.56
0083-293-130	1	1.00	-	$136.56	0083-306-030	1	1.00	-	$136.56
0083-293-140	1	1.00	-	$136.56	0083-306-040	1	1.00	-	$136.56
0083-293-150	1	1.00	-	$136.56	0083-306-050	1	1.00	-	$136.56
0083-293-160	1	1.00	-	$136.56	0083-306-060	1	1.00	-	$136.56

APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0083-293-170	1	1.00	-	$136.56	0083-306-070	1	1.00	-	$136.56
0083-294-010	1	1.00	-	$136.56	0083-306-080	1	1.00	-	$136.56
0083-294-020	1	1.00	-	$136.56	0083-306-090	1	1.00	-	$136.56
0083-294-030	1	1.00	-	$136.56	0083-306-100	1	1.00	-	$136.56
0083-294-040	1	1.00	-	$136.56	0083-306-110	1	1.00	-	$136.56
0083-294-050	1	1.00	-	$136.56	0083-306-120	1	1.00	-	$136.56
0083-294-060	1	1.00	-	$136.56	0083-306-130	1	1.00	-	$136.56
0083-294-070	1	1.00	-	$136.56	0083-306-140	1	1.00	-	$136.56
0083-294-080	1	1.00	-	$136.56	0083-306-150	1	1.00	-	$136.56
0083-294-090	1	1.00	-	$136.56	0083-306-160	1	1.00	-	$136.56
0083-294-100	1	1.00	-	$136.56	0083-306-170	1	1.00	-	$136.56
0083-294-110	1	1.00	-	$136.56	0083-306-180	1	1.00	-	$136.56
0083-294-120	1	1.00	-	$136.56	0083-306-190	1	1.00	-	$136.56
0083-294-130	1	1.00	-	$136.56	0083-306-200	1	1.00	-	$136.56
0083-294-140	1	1.00	-	$136.56	0083-306-210	1	1.00	-	$136.56
0083-294-150	1	1.00	-	$136.56	0083-306-220	1	1.00	-	$136.56
0083-294-160	1	1.00	-	$136.56	0083-306-230	1	1.00	-	$136.56
0083-294-170	1	1.00	-	$136.56	0083-306-240	1	1.00	-	$136.56
0083-294-180	1	1.00	-	$136.56	0083-306-250	1	1.00	-	$136.56
0083-294-190	1	1.00	-	$136.56	0083-306-260	1	1.00	-	$136.56
0083-294-200	1	1.00	-	$136.56	0083-306-270	1	1.00	-	$136.56
0083-294-210	1	1.00	-	$136.56	0083-306-280	1	1.00	-	$136.56
0083-294-220	1	1.00	-	$136.56	0083-306-290	1	1.00	-	$136.56
0083-301-010	1	1.00	-	$136.56	0083-306-300	1	1.00	-	$136.56
0083-301-020	1	1.00	-	$136.56	0083-306-310	1	1.00	-	$136.56
0083-301-030	1	1.00	-	$136.56	0083-306-320	1	1.00	-	$136.56
0083-301-040	1	1.00	-	$136.56	0083-306-330	1	1.00	-	$136.56
0083-302-010	1	1.00	-	$136.56	0083-306-340	1	1.00	-	$136.56
0083-303-010	1	1.00	-	$136.56	0083-306-350	1	1.00	-	$136.56
0083-303-020	1	1.00	-	$136.56	0083-306-360	1	1.00	-	$136.56
0083-303-030	1	1.00	-	$136.56	0083-307-010	1	1.00	-	$136.56
0083-303-040	1	1.00	-	$136.56	0083-307-020	1	1.00	-	$136.56
0083-304-010	1	1.00	-	$136.56	0083-307-030	1	1.00	-	$136.56
0083-304-020	1	1.00	-	$136.56	0083-307-040	1	1.00	-	$136.56
0083-305-020	1	1.00	-	$136.56	0083-307-050	1	1.00	-	$136.56
0083-305-030	1	1.00	-	$136.56	0083-307-060	1	1.00	-	$136.56
0083-305-040	1	1.00	-	$136.56	0083-307-070	1	1.00	-	$136.56
0083-307-080	1	1.00	-	$136.56	0083-322-190	1	1.00	-	$136.56
0083-307-090	1	1.00	-	$136.56	0083-322-200	1	1.00	-	$136.56
0083-307-100	1	1.00	-	$136.56	0083-322-210	1	1.00	-	$136.56
0083-307-110	1	1.00	-	$136.56	0083-322-220	1	1.00	-	$136.56
0083-307-120	1	1.00	-	$136.56	0083-322-230	1	1.00	-	$136.56
0083-311-010	1	1.00	-	$136.56	0083-322-240	1	1.00	-	$136.56
0083-311-020	1	1.00	-	$136.56	0083-322-250	1	1.00	-	$136.56
0083-311-030	1	1.00	-	$136.56	0083-322-260	1	1.00	-	$136.56
0083-311-040	1	1.00	-	$136.56	0083-322-270	1	1.00	-	$136.56
0083-311-050	1	1.00	-	$136.56	0083-322-280	1	1.00	-	$136.56
0083-312-010	1	1.00	-	$136.56	0083-322-290	1	1.00	-	$136.56

APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0083-312-020	1	1.00	-	$136.56	0083-322-300	1	1.00	-	$136.56
0083-312-030	1	1.00	-	$136.56	0083-322-310	1	1.00	-	$136.56
0083-312-040	1	1.00	-	$136.56	0083-322-320	1	1.00	-	$136.56
0083-312-050	1	1.00	-	$136.56	0083-322-330	1	1.00	-	$136.56
0083-313-030	1	1.00	-	$136.56	0083-322-340	1	1.00	-	$136.56
0083-313-040	1	1.00	-	$136.56	0083-322-350	1	1.00	-	$136.56
0083-313-050	1	1.00	-	$136.56	0083-322-360	1	1.00	-	$136.56
0083-313-060	1	1.00	-	$136.56	0083-322-370	1	1.00	-	$136.56
0083-313-070	1	1.00	-	$136.56	0083-331-020	1	1.00	-	$136.56
0083-313-080	1	1.00	-	$136.56	0083-331-030	1	1.00	-	$136.56
0083-313-090	1	1.00	-	$136.56	0083-331-040	1	1.00	-	$136.56
0083-313-110	1	1.00	-	$136.56	0083-331-050	1	1.00	-	$136.56
0083-313-120	1	1.00	-	$136.56	0083-331-060	1	1.00	-	$136.56
0083-313-130	1	1.00	-	$136.56	0083-331-070	1	1.00	-	$136.56
0083-313-140	1	1.00	-	$136.56	0083-331-080	1	1.00	-	$136.56
0083-313-150	1	1.00	-	$136.56	0083-331-090	1	1.00	-	$136.56
0083-313-160	1	1.00	-	$136.56	0083-331-100	1	1.00	-	$136.56
0083-313-170	1	1.00	-	$136.56	0083-331-110	1	1.00	-	$136.56
0083-313-180	1	1.00	-	$136.56	0083-331-120	1	1.00	-	$136.56
0083-321-010	1	1.00	-	$136.56	0083-331-130	1	1.00	-	$136.56
0083-321-020	1	1.00	-	$136.56	0083-331-140	1	1.00	-	$136.56
0083-321-030	1	1.00	-	$136.56	0083-331-150	1	1.00	-	$136.56
0083-321-040	1	1.00	-	$136.56	0083-331-160	1	1.00	-	$136.56
0083-321-050	1	1.00	-	$136.56	0083-331-170	1	1.00	-	$136.56
0083-321-060	1	1.00	-	$136.56	0083-331-180	1	1.00	-	$136.56
0083-321-070	1	1.00	-	$136.56	0083-331-190	1	1.00	-	$136.56
0083-321-080	1	1.00	-	$136.56	0083-332-010	1	1.00	-	$136.56
0083-322-010	1	1.00	-	$136.56	0083-332-020	1	1.00	-	$136.56
0083-322-020	1	1.00	-	$136.56	0083-332-030	1	1.00	-	$136.56
0083-322-030	1	1.00	-	$136.56	0083-332-040	1	1.00	-	$136.56
0083-322-040	1	1.00	-	$136.56	0083-332-050	1	1.00	-	$136.56
0083-322-050	1	1.00	-	$136.56	0083-332-060	1	1.00	-	$136.56
0083-322-060	1	1.00	-	$136.56	0083-332-070	1	1.00	-	$136.56
0083-322-070	1	1.00	-	$136.56	0083-332-080	1	1.00	-	$136.56
0083-322-080	1	1.00	-	$136.56	0083-332-090	1	1.00	-	$136.56
0083-322-090	1	1.00	-	$136.56	0083-332-100	1	1.00	-	$136.56
0083-322-100	1	1.00	-	$136.56	0083-332-110	1	1.00	-	$136.56
0083-322-110	1	1.00	-	$136.56	0083-332-120	1	1.00	-	$136.56
0083-322-120	1	1.00	-	$136.56	0083-332-130	1	1.00	-	$136.56
0083-322-130	1	1.00	-	$136.56	0083-333-010	1	1.00	-	$136.56
0083-322-140	1	1.00	-	$136.56	0083-333-020	1	1.00	-	$136.56
0083-322-150	1	1.00	-	$136.56	0083-333-030	1	1.00	-	$136.56
0083-322-160	1	1.00	-	$136.56	0083-333-040	1	1.00	-	$136.56
0083-322-170	1	1.00	-	$136.56	0083-333-050	1	1.00	-	$136.56
0083-322-180	1	1.00	-	$136.56	0083-333-060	1	1.00	-	$136.56
0083-341-010	1	1.00	-	$136.56	0083-352-030	1	1.00	-	$136.56
0083-341-020	1	1.00	-	$136.56	0083-352-040	1	1.00	-	$136.56
0083-341-030	1	1.00	-	$136.56	0083-352-050	1	1.00	-	$136.56

APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0083-341-040	1	1.00	-	$136.56	0083-352-060	1	1.00	-	$136.56
0083-341-050	1	1.00	-	$136.56	0083-352-070	1	1.00	-	$136.56
0083-341-060	1	1.00	-	$136.56	0083-352-080	1	1.00	-	$136.56
0083-341-070	1	1.00	-	$136.56	0083-352-090	1	1.00	-	$136.56
0083-341-080	1	1.00	-	$136.56	0083-352-100	1	1.00	-	$136.56
0083-342-010	1	1.00	-	$136.56	0083-352-110	1	1.00	-	$136.56
0083-342-020	1	1.00	-	$136.56	0083-352-120	1	1.00	-	$136.56
0083-342-030	1	1.00	-	$136.56	0083-352-130	1	1.00	-	$136.56
0083-342-040	1	1.00	-	$136.56	0083-352-140	1	1.00	-	$136.56
0083-342-050	1	1.00	-	$136.56	0083-352-150	1	1.00	-	$136.56
0083-342-060	1	1.00	-	$136.56	0083-352-160	1	1.00	-	$136.56
0083-342-070	1	1.00	-	$136.56	0083-352-170	1	1.00	-	$136.56
0083-342-080	1	1.00	-	$136.56	0083-352-180	1	1.00	-	$136.56
0083-342-090	1	1.00	-	$136.56	0083-353-010	1	1.00	-	$136.56
0083-342-100	1	1.00	-	$136.56	0083-353-020	1	1.00	-	$136.56
0083-342-110	1	1.00	-	$136.56	0083-353-030	1	1.00	-	$136.56
0083-342-120	1	1.00	-	$136.56	0083-353-040	1	1.00	-	$136.56
0083-342-130	1	1.00	-	$136.56	0083-353-050	1	1.00	-	$136.56
0083-342-140	1	1.00	-	$136.56	0083-353-060	1	1.00	-	$136.56
0083-342-150	1	1.00	-	$136.56	0083-353-070	1	1.00	-	$136.56
0083-342-160	1	1.00	-	$136.56	0083-361-010	1	1.00	-	$136.56
0083-342-170	1	1.00	-	$136.56	0083-361-020	1	1.00	-	$136.56
0083-342-180	1	1.00	-	$136.56	0083-361-030	1	1.00	-	$136.56
0083-342-190	1	1.00	-	$136.56	0083-361-040	1	1.00	-	$136.56
0083-342-200	1	1.00	-	$136.56	0083-361-050	1	1.00	-	$136.56
0083-342-210	1	1.00	-	$136.56	0083-361-060	1	1.00	-	$136.56
0083-342-220	1	1.00	-	$136.56	0083-361-070	1	1.00	-	$136.56
0083-342-230	1	1.00	-	$136.56	0083-361-080	1	1.00	-	$136.56
0083-342-240	1	1.00	-	$136.56	0083-362-010	1	1.00	-	$136.56
0083-342-250	1	1.00	-	$136.56	0083-363-010	1	1.00	-	$136.56
0083-342-260	1	1.00	-	$136.56	0083-363-020	1	1.00	-	$136.56
0083-342-270	1	1.00	-	$136.56	0083-363-030	1	1.00	-	$136.56
0083-342-280	1	1.00	-	$136.56	0083-363-040	1	1.00	-	$136.56
0083-342-290	1	1.00	-	$136.56	0083-363-050	1	1.00	-	$136.56
0083-342-300	1	1.00	-	$136.56	0083-363-060	1	1.00	-	$136.56
0083-342-310	1	1.00	-	$136.56	0083-364-010	1	1.00	-	$136.56
0083-342-320	1	1.00	-	$136.56	0083-364-020	1	1.00	-	$136.56
0083-351-010	1	1.00	-	$136.56	0083-364-030	1	1.00	-	$136.56
0083-351-020	1	1.00	-	$136.56	0083-364-040	1	1.00	-	$136.56
0083-351-030	1	1.00	-	$136.56	0083-364-050	1	1.00	-	$136.56
0083-351-040	1	1.00	-	$136.56	0083-364-060	1	1.00	-	$136.56
0083-351-050	1	1.00	-	$136.56	0083-364-070	1	1.00	-	$136.56
0083-351-060	1	1.00	-	$136.56	0083-364-080	1	1.00	-	$136.56
0083-351-070	1	1.00	-	$136.56	0083-364-090	1	1.00	-	$136.56
0083-351-080	1	1.00	-	$136.56	0083-364-100	1	1.00	-	$136.56
0083-351-090	1	1.00	-	$136.56	0083-364-110	1	1.00	-	$136.56
0083-351-100	1	1.00	-	$136.56	0083-364-120	1	1.00	-	$136.56
0083-351-110	1	1.00	-	$136.56	0083-364-130	1	1.00	-	$136.56

APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0083-351-120	1	1.00	-	$136.56	0083-364-140	1	1.00	-	$136.56
0083-351-130	1	1.00	-	$136.56	0083-364-150	1	1.00	-	$136.56
0083-351-140	1	1.00	-	$136.56	0083-364-160	1	1.00	-	$136.56
0083-352-010	1	1.00	-	$136.56	0083-364-170	1	1.00	-	$136.56
0083-352-020	1	1.00	-	$136.56	0083-364-180	1	1.00	-	$136.56
0083-364-190	1	1.00	-	$136.56	0083-381-040	1	1.00	-	$136.56
0083-364-200	1	1.00	-	$136.56	0083-381-050	1	1.00	-	$136.56
0083-364-210	1	1.00	-	$136.56	0083-381-060	1	1.00	-	$136.56
0083-364-220	1	1.00	-	$136.56	0083-381-070	1	1.00	-	$136.56
0083-364-230	1	1.00	-	$136.56	0083-381-080	1	1.00	-	$136.56
0083-364-240	1	1.00	-	$136.56	0083-381-090	1	1.00	-	$136.56
0083-364-250	1	1.00	-	$136.56	0083-381-100	1	1.00	-	$136.56
0083-364-260	1	1.00	-	$136.56	0083-381-110	1	1.00	-	$136.56
0083-371-010	1	1.00	-	$136.56	0083-381-120	1	1.00	-	$136.56
0083-371-020	1	1.00	-	$136.56	0083-381-130	1	1.00	-	$136.56
0083-371-030	1	1.00	-	$136.56	0083-381-140	1	1.00	-	$136.56
0083-371-040	1	1.00	-	$136.56	0083-381-150	1	1.00	-	$136.56
0083-371-050	1	1.00	-	$136.56	0083-381-160	1	1.00	-	$136.56
0083-371-060	1	1.00	-	$136.56	0083-382-010	1	1.00	-	$136.56
0083-371-070	1	1.00	-	$136.56	0083-382-020	1	1.00	-	$136.56
0083-371-080	1	1.00	-	$136.56	0083-382-030	1	1.00	-	$136.56
0083-371-090	1	1.00	-	$136.56	0083-382-040	1	1.00	-	$136.56
0083-371-100	1	1.00	-	$136.56	0083-382-050	1	1.00	-	$136.56
0083-371-110	1	1.00	-	$136.56	0083-382-060	1	1.00	-	$136.56
0083-371-120	1	1.00	-	$136.56	0083-382-070	1	1.00	-	$136.56
0083-371-130	1	1.00	-	$136.56	0083-382-080	1	1.00	-	$136.56
0083-372-010	1	1.00	-	$136.56	0083-383-010	1	1.00	-	$136.56
0083-372-020	1	1.00	-	$136.56	0083-383-020	1	1.00	-	$136.56
0083-372-030	1	1.00	-	$136.56	0083-383-030	1	1.00	-	$136.56
0083-372-040	1	1.00	-	$136.56	0083-383-040	1	1.00	-	$136.56
0083-372-050	1	1.00	-	$136.56	0083-383-050	1	1.00	-	$136.56
0083-373-010	1	1.00	-	$136.56	0083-383-060	1	1.00	-	$136.56
0083-373-020	1	1.00	-	$136.56	0083-383-070	1	1.00	-	$136.56
0083-373-030	1	1.00	-	$136.56	0083-383-080	1	1.00	-	$136.56
0083-373-040	1	1.00	-	$136.56	0083-383-090	1	1.00	-	$136.56
0083-373-050	1	1.00	-	$136.56	0083-383-100	1	1.00	-	$136.56
0083-373-060	1	1.00	-	$136.56	0083-383-110	1	1.00	-	$136.56
0083-373-070	1	1.00	-	$136.56	0083-383-120	1	1.00	-	$136.56
0083-373-080	1	1.00	-	$136.56	0083-390-030	1	1.00	-	$136.56
0083-373-090	1	1.00	-	$136.56	0083-390-040	1	1.00	-	$136.56
0083-373-100	1	1.00	-	$136.56	0083-390-050	1	1.00	-	$136.56
0083-373-110	1	1.00	-	$136.56	0083-390-060	1	1.00	-	$136.56
0083-373-120	1	1.00	-	$136.56	0083-390-080	1	1.00	-	$136.56
0083-373-130	1	1.00	-	$136.56	0083-390-090	1	1.00	-	$136.56
0083-373-140	1	1.00	-	$136.56	0083-390-100	1	1.00	-	$136.56
0083-373-150	1	1.00	-	$136.56	0083-390-110	1	1.00	-	$136.56
0083-373-160	1	1.00	-	$136.56	0083-390-120	1	1.00	-	$136.56
0083-373-170	1	1.00	-	$136.56	0083-390-130	1	1.00	-	$136.56

APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0083-373-180	1	1.00	-	$136.56	0083-390-140	1	1.00	-	$136.56
0083-373-190	1	1.00	-	$136.56	0083-390-150	1	1.00	-	$136.56
0083-373-200	1	1.00	-	$136.56	0083-390-160	1	1.00	-	$136.56
0083-373-210	1	1.00	-	$136.56	0083-390-180	1	1.00	-	$136.56
0083-373-220	1	1.00	-	$136.56	0083-390-190	1	1.00	-	$136.56
0083-373-230	1	1.00	-	$136.56	0083-390-200	1	1.00	-	$136.56
0083-373-240	1	1.00	-	$136.56	0083-390-210	1	1.00	-	$136.56
0083-373-250	1	1.00	-	$136.56	0083-400-020	1	1.00	-	$136.56
0083-373-260	1	1.00	-	$136.56	0083-400-030	1	1.00	-	$136.56
0083-373-270	1	1.00	-	$136.56	0083-400-040	1	1.00	-	$136.56
0083-381-010	1	1.00	-	$136.56	0083-400-050	1	1.00	-	$136.56
0083-381-020	1	1.00	-	$136.56	0083-400-060	1	1.00	-	$136.56
0083-381-030	1	1.00	-	$136.56	0083-400-070	1	1.00	-	$136.56
0083-400-080	1	1.00	-	$136.56	0083-420-170	1	1.00	-	$136.56
0083-400-090	1	1.00	-	$136.56	0083-420-180	1	1.00	-	$136.56
0083-400-100	1	1.00	-	$136.56	0083-420-190	1	1.00	-	$136.56
0083-400-110	1	1.00	-	$136.56	0083-420-200	1	1.00	-	$136.56
0083-400-120	1	1.00	-	$136.56	0083-420-210	1	1.00	-	$136.56
0083-400-130	1	1.00	-	$136.56	0083-420-220	1	1.00	-	$136.56
0083-400-140	1	1.00	-	$136.56	0083-420-230	1	1.00	-	$136.56
0083-400-150	1	1.00	-	$136.56	0083-431-010	1	1.00	-	$136.56
0083-400-170	1	1.00	-	$136.56	0083-432-010	1	1.00	-	$136.56
0083-400-180	1	1.00	-	$136.56	0083-432-020	1	1.00	-	$136.56
0083-400-190	1	1.00	-	$136.56	0083-432-030	1	1.00	-	$136.56
0083-410-020	1	1.00	-	$136.56	0083-432-040	1	1.00	-	$136.56
0083-410-030	1	1.00	-	$136.56	0083-432-050	1	1.00	-	$136.56
0083-410-040	1	1.00	-	$136.56	0083-432-060	1	1.00	-	$136.56
0083-410-050	1	1.00	-	$136.56	0083-432-070	1	1.00	-	$136.56
0083-410-060	1	1.00	-	$136.56	0083-432-080	1	1.00	-	$136.56
0083-410-070	1	1.00	-	$136.56	0083-432-090	1	1.00	-	$136.56
0083-410-080	1	1.00	-	$136.56	0083-433-010	1	1.00	-	$136.56
0083-410-090	1	1.00	-	$136.56	0083-433-020	1	1.00	-	$136.56
0083-410-100	1	1.00	-	$136.56	0083-433-030	1	1.00	-	$136.56
0083-410-110	1	1.00	-	$136.56	0083-433-040	1	1.00	-	$136.56
0083-410-120	1	1.00	-	$136.56	0083-433-050	1	1.00	-	$136.56
0083-410-130	1	1.00	-	$136.56	0083-433-060	1	1.00	-	$136.56
0083-410-140	1	1.00	-	$136.56	0083-434-010	1	1.00	-	$136.56
0083-410-150	1	1.00	-	$136.56	0083-434-020	1	1.00	-	$136.56
0083-410-160	1	1.00	-	$136.56	0083-434-030	1	1.00	-	$136.56
0083-410-170	1	1.00	-	$136.56	0083-434-040	1	1.00	-	$136.56
0083-410-180	1	1.00	-	$136.56	0083-434-050	1	1.00	-	$136.56
0083-410-200	1	1.00	-	$136.56	0083-434-060	1	1.00	-	$136.56
0083-410-210	1	1.00	-	$136.56	0083-434-070	1	1.00	-	$136.56
0083-410-220	1	1.00	-	$136.56	0083-434-080	1	1.00	-	$136.56
0083-410-230	1	1.00	-	$136.56	0083-434-090	1	1.00	-	$136.56
0083-410-240	1	1.00	-	$136.56	0083-434-100	1	1.00	-	$136.56
0083-410-250	1	1.00	-	$136.56	0083-434-110	1	1.00	-	$136.56
0083-410-260	1	1.00	-	$136.56	0083-434-120	1	1.00	-	$136.56

APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0083-410-270	1	1.00	-	$136.56	0083-434-130	1	1.00	-	$136.56
0083-410-280	1	1.00	-	$136.56	0083-434-140	1	1.00	-	$136.56
0083-410-290	1	1.00	-	$136.56	0083-434-150	1	1.00	-	$136.56
0083-410-300	1	1.00	-	$136.56	0083-434-160	1	1.00	-	$136.56
0083-410-320	1	1.00	-	$136.56	0083-441-010	1	1.00	-	$136.56
0083-410-330	1	1.00	-	$136.56	0083-441-020	1	1.00	-	$136.56
0083-410-340	1	1.00	-	$136.56	0083-441-030	1	1.00	-	$136.56
0083-420-020	1	1.00	-	$136.56	0083-441-040	1	1.00	-	$136.56
0083-420-040	1	1.00	-	$136.56	0083-441-050	1	1.00	-	$136.56
0083-420-050	1	1.00	-	$136.56	0083-441-060	1	1.00	-	$136.56
0083-420-060	1	1.00	-	$136.56	0083-442-010	1	1.00	-	$136.56
0083-420-070	1	1.00	-	$136.56	0083-442-020	1	1.00	-	$136.56
0083-420-080	1	1.00	-	$136.56	0083-442-030	1	1.00	-	$136.56
0083-420-090	1	1.00	-	$136.56	0083-442-040	1	1.00	-	$136.56
0083-420-100	1	1.00	-	$136.56	0083-442-050	1	1.00	-	$136.56
0083-420-110	1	1.00	-	$136.56	0083-442-060	1	1.00	-	$136.56
0083-420-120	1	1.00	-	$136.56	0083-442-070	1	1.00	-	$136.56
0083-420-130	1	1.00	-	$136.56	0083-442-080	1	1.00	-	$136.56
0083-420-140	1	1.00	-	$136.56	0083-442-090	1	1.00	-	$136.56
0083-420-150	1	1.00	-	$136.56	0083-443-010	1	1.00	-	$136.56
0083-420-160	1	1.00	-	$136.56	0083-443-020	1	1.00	-	$136.56
0083-443-030	1	1.00	-	$136.56	0083-462-040	1	1.00	-	$136.56
0083-443-040	1	1.00	-	$136.56	0083-462-050	1	1.00	-	$136.56
0083-443-050	1	1.00	-	$136.56	0083-462-060	1	1.00	-	$136.56
0083-443-060	1	1.00	-	$136.56	0083-462-070	1	1.00	-	$136.56
0083-443-070	1	1.00	-	$136.56	0083-462-080	1	1.00	-	$136.56
0083-443-080	1	1.00	-	$136.56	0083-462-090	1	1.00	-	$136.56
0083-443-090	1	1.00	-	$136.56	0083-463-010	1	1.00	-	$136.56
0083-443-100	1	1.00	-	$136.56	0083-463-020	1	1.00	-	$136.56
0083-443-110	1	1.00	-	$136.56	0083-463-030	1	1.00	-	$136.56
0083-443-120	1	1.00	-	$136.56	0083-463-040	1	1.00	-	$136.56
0083-443-130	1	1.00	-	$136.56	0083-463-050	1	1.00	-	$136.56
0083-443-140	1	1.00	-	$136.56	0083-463-060	1	1.00	-	$136.56
0083-443-150	1	1.00	-	$136.56	0083-463-070	1	1.00	-	$136.56
0083-443-160	1	1.00	-	$136.56	0083-463-080	1	1.00	-	$136.56
0083-443-170	1	1.00	-	$136.56	0083-463-090	1	1.00	-	$136.56
0083-443-180	1	1.00	-	$136.56	0083-463-100	1	1.00	-	$136.56
0083-451-010	1	1.00	-	$136.56	0083-463-110	1	1.00	-	$136.56
0083-451-020	1	1.00	-	$136.56	0083-463-120	1	1.00	-	$136.56
0083-451-030	1	1.00	-	$136.56	0083-463-130	1	1.00	-	$136.56
0083-451-040	1	1.00	-	$136.56	0083-463-140	1	1.00	-	$136.56
0083-451-050	1	1.00	-	$136.56	0083-463-150	1	1.00	-	$136.56
0083-451-060	1	1.00	-	$136.56	0083-463-160	1	1.00	-	$136.56
0083-451-070	1	1.00	-	$136.56	0083-463-170	1	1.00	-	$136.56
0083-453-010	1	1.00	-	$136.56	0083-463-180	1	1.00	-	$136.56
0083-453-020	1	1.00	-	$136.56	0083-463-190	1	1.00	-	$136.56
0083-453-030	1	1.00	-	$136.56	0083-463-200	1	1.00	-	$136.56
0083-453-040	1	1.00	-	$136.56	0083-471-010	1	1.00	-	$136.56

APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0083-453-050	1	1.00	-	$136.56	0083-471-020	1	1.00	-	$136.56
0083-453-060	1	1.00	-	$136.56	0083-471-030	1	1.00	-	$136.56
0083-453-070	1	1.00	-	$136.56	0083-471-040	1	1.00	-	$136.56
0083-461-020	1	1.00	-	$136.56	0083-471-050	1	1.00	-	$136.56
0083-461-030	1	1.00	-	$136.56	0083-471-060	1	1.00	-	$136.56
0083-461-040	1	1.00	-	$136.56	0083-471-070	1	1.00	-	$136.56
0083-461-050	1	1.00	-	$136.56	0083-471-080	1	1.00	-	$136.56
0083-461-060	1	1.00	-	$136.56	0083-471-090	1	1.00	-	$136.56
0083-461-070	1	1.00	-	$136.56	0083-471-100	1	1.00	-	$136.56
0083-461-080	1	1.00	-	$136.56	0083-471-110	1	1.00	-	$136.56
0083-461-090	1	1.00	-	$136.56	0083-471-120	1	1.00	-	$136.56
0083-461-100	1	1.00	-	$136.56	0083-471-130	1	1.00	-	$136.56
0083-461-110	1	1.00	-	$136.56	0083-471-140	1	1.00	-	$136.56
0083-461-120	1	1.00	-	$136.56	0083-471-150	1	1.00	-	$136.56
0083-461-130	1	1.00	-	$136.56	0083-471-160	1	1.00	-	$136.56
0083-461-140	1	1.00	-	$136.56	0083-471-170	1	1.00	-	$136.56
0083-461-150	1	1.00	-	$136.56	0083-471-180	1	1.00	-	$136.56
0083-461-160	1	1.00	-	$136.56	0083-471-190	1	1.00	-	$136.56
0083-461-170	1	1.00	-	$136.56	0083-471-200	1	1.00	-	$136.56
0083-461-180	1	1.00	-	$136.56	0083-471-210	1	1.00	-	$136.56
0083-461-190	1	1.00	-	$136.56	0083-472-010	1	1.00	-	$136.56
0083-461-200	1	1.00	-	$136.56	0083-472-020	1	1.00	-	$136.56
0083-461-210	1	1.00	-	$136.56	0083-472-030	1	1.00	-	$136.56
0083-461-220	1	1.00	-	$136.56	0083-472-040	1	1.00	-	$136.56
0083-461-230	1	1.00	-	$136.56	0083-472-050	1	1.00	-	$136.56
0083-461-240	1	1.00	-	$136.56	0083-472-060	1	1.00	-	$136.56
0083-462-010	1	1.00	-	$136.56	0083-472-070	1	1.00	-	$136.56
0083-462-020	1	1.00	-	$136.56	0083-472-080	1	1.00	-	$136.56
0083-462-030	1	1.00	-	$136.56	0083-472-090	1	1.00	-	$136.56
0083-472-100	1	1.00	-	$136.56	0083-492-010	1	1.00	-	$136.56
0083-472-110	1	1.00	-	$136.56	0083-492-020	1	1.00	-	$136.56
0083-472-120	1	1.00	-	$136.56	0083-492-030	1	1.00	-	$136.56
0083-472-130	1	1.00	-	$136.56	0083-492-040	1	1.00	-	$136.56
0083-472-140	1	1.00	-	$136.56	0083-492-050	1	1.00	-	$136.56
0083-481-010	1	1.00	-	$136.56	0083-492-060	1	1.00	-	$136.56
0083-481-020	1	1.00	-	$136.56	0083-492-070	1	1.00	-	$136.56
0083-481-030	1	1.00	-	$136.56	0083-492-080	1	1.00	-	$136.56
0083-481-040	1	1.00	-	$136.56	0083-492-090	1	1.00	-	$136.56
0083-481-050	1	1.00	-	$136.56	0083-492-100	1	1.00	-	$136.56
0083-481-060	1	1.00	-	$136.56	0083-492-110	1	1.00	-	$136.56
0083-481-070	1	1.00	-	$136.56	0083-492-120	1	1.00	-	$136.56
0083-481-080	1	1.00	-	$136.56	0083-493-020	1	1.00	-	$136.56
0083-481-090	1	1.00	-	$136.56	0083-493-030	1	1.00	-	$136.56
0083-481-100	1	1.00	-	$136.56	0083-493-040	1	1.00	-	$136.56
0083-481-110	1	1.00	-	$136.56	0083-493-050	1	1.00	-	$136.56
0083-481-120	1	1.00	-	$136.56	0083-493-060	1	1.00	-	$136.56
0083-481-130	1	1.00	-	$136.56	0083-493-070	1	1.00	-	$136.56
0083-481-140	1	1.00	-	$136.56	0083-493-080	1	1.00	-	$136.56

APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0083-481-150	1	1.00	-	$136.56	0083-493-090	1	1.00	-	$136.56
0083-482-010	1	1.00	-	$136.56	0083-493-100	1	1.00	-	$136.56
0083-482-020	1	1.00	-	$136.56	0083-493-110	1	1.00	-	$136.56
0083-482-030	1	1.00	-	$136.56	0083-493-120	1	1.00	-	$136.56
0083-482-040	1	1.00	-	$136.56	0083-493-130	1	1.00	-	$136.56
0083-482-050	1	1.00	-	$136.56	0083-493-140	1	1.00	-	$136.56
0083-482-060	1	1.00	-	$136.56	0083-493-150	1	1.00	-	$136.56
0083-482-070	1	1.00	-	$136.56	0083-493-160	1	1.00	-	$136.56
0083-482-080	1	1.00	-	$136.56	0083-493-170	1	1.00	-	$136.56
0083-482-090	1	1.00	-	$136.56	0083-493-180	1	1.00	-	$136.56
0083-482-100	1	1.00	-	$136.56	0083-501-010	1	1.00	-	$136.56
0083-482-110	1	1.00	-	$136.56	0083-501-020	1	1.00	-	$136.56
0083-482-120	1	1.00	-	$136.56	0083-501-030	1	1.00	-	$136.56
0083-482-130	1	1.00	-	$136.56	0083-501-040	1	1.00	-	$136.56
0083-482-140	1	1.00	-	$136.56	0083-501-050	1	1.00	-	$136.56
0083-482-150	1	1.00	-	$136.56	0083-501-060	1	1.00	-	$136.56
0083-482-160	1	1.00	-	$136.56	0083-501-070	1	1.00	-	$136.56
0083-482-170	1	1.00	-	$136.56	0083-501-080	1	1.00	-	$136.56
0083-482-180	1	1.00	-	$136.56	0083-501-090	1	1.00	-	$136.56
0083-482-190	1	1.00	-	$136.56	0083-501-100	1	1.00	-	$136.56
0083-482-200	1	1.00	-	$136.56	0083-501-110	1	1.00	-	$136.56
0083-482-210	1	1.00	-	$136.56	0083-501-120	1	1.00	-	$136.56
0083-482-220	1	1.00	-	$136.56	0083-501-130	1	1.00	-	$136.56
0083-482-230	1	1.00	-	$136.56	0083-501-140	1	1.00	-	$136.56
0083-482-240	1	1.00	-	$136.56	0083-501-150	1	1.00	-	$136.56
0083-482-250	1	1.00	-	$136.56	0083-501-160	1	1.00	-	$136.56
0083-482-260	1	1.00	-	$136.56	0083-501-170	1	1.00	-	$136.56
0083-482-270	1	1.00	-	$136.56	0083-501-180	1	1.00	-	$136.56
0083-491-010	1	1.00	-	$136.56	0083-501-190	1	1.00	-	$136.56
0083-491-020	1	1.00	-	$136.56	0083-501-200	1	1.00	-	$136.56
0083-491-030	1	1.00	-	$136.56	0083-502-010	1	1.00	-	$136.56
0083-491-040	1	1.00	-	$136.56	0083-502-020	1	1.00	-	$136.56
0083-491-050	1	1.00	-	$136.56	0083-502-030	1	1.00	-	$136.56
0083-491-060	1	1.00	-	$136.56	0083-502-040	1	1.00	-	$136.56
0083-491-070	1	1.00	-	$136.56	0083-502-050	1	1.00	-	$136.56
0083-491-080	1	1.00	-	$136.56	0083-502-060	1	1.00	-	$136.56
0083-491-090	1	1.00	-	$136.56	0083-502-070	1	1.00	-	$136.56
0083-502-080	1	1.00	-	$136.56	0083-521-090	1	1.00	-	$136.56
0083-502-090	1	1.00	-	$136.56	0083-521-100	1	1.00	-	$136.56
0083-503-010	1	1.00	-	$136.56	0083-521-110	1	1.00	-	$136.56
0083-503-020	1	1.00	-	$136.56	0083-521-120	1	1.00	-	$136.56
0083-503-030	1	1.00	-	$136.56	0083-521-130	1	1.00	-	$136.56
0083-503-040	1	1.00	-	$136.56	0083-521-140	1	1.00	-	$136.56
0083-503-050	1	1.00	-	$136.56	0083-521-150	1	1.00	-	$136.56
0083-503-060	1	1.00	-	$136.56	0083-522-010	1	1.00	-	$136.56
0083-503-070	1	1.00	-	$136.56	0083-522-020	1	1.00	-	$136.56
0083-503-080	1	1.00	-	$136.56	0083-522-030	1	1.00	-	$136.56
0083-503-090	1	1.00	-	$136.56	0083-522-040	1	1.00	-	$136.56

APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0083-503-100	1	1.00	-	$136.56	0083-522-050	1	1.00	-	$136.56
0083-503-110	1	1.00	-	$136.56	0083-522-060	1	1.00	-	$136.56
0083-503-120	1	1.00	-	$136.56	0083-522-070	1	1.00	-	$136.56
0083-503-130	1	1.00	-	$136.56	0083-531-010	1	1.00	-	$136.56
0083-503-140	1	1.00	-	$136.56	0083-531-020	1	1.00	-	$136.56
0083-503-150	1	1.00	-	$136.56	0083-531-030	1	1.00	-	$136.56
0083-503-160	1	1.00	-	$136.56	0083-531-040	1	1.00	-	$136.56
0083-503-170	1	1.00	-	$136.56	0083-531-050	1	1.00	-	$136.56
0083-503-180	1	1.00	-	$136.56	0083-531-060	1	1.00	-	$136.56
0083-503-190	1	1.00	-	$136.56	0083-531-070	1	1.00	-	$136.56
0083-503-200	1	1.00	-	$136.56	0083-531-080	1	1.00	-	$136.56
0083-511-010	1	1.00	-	$136.56	0083-531-090	1	1.00	-	$136.56
0083-511-020	1	1.00	-	$136.56	0083-531-100	1	1.00	-	$136.56
0083-511-030	1	1.00	-	$136.56	0083-531-110	1	1.00	-	$136.56
0083-511-040	1	1.00	-	$136.56	0083-531-120	1	1.00	-	$136.56
0083-511-050	1	1.00	-	$136.56	0083-531-130	1	1.00	-	$136.56
0083-511-060	1	1.00	-	$136.56	0083-531-140	1	1.00	-	$136.56
0083-511-070	1	1.00	-	$136.56	0083-531-150	1	1.00	-	$136.56
0083-511-080	1	1.00	-	$136.56	0083-531-160	1	1.00	-	$136.56
0083-511-090	1	1.00	-	$136.56	0083-532-010	1	1.00	-	$136.56
0083-511-100	1	1.00	-	$136.56	0083-532-020	1	1.00	-	$136.56
0083-511-110	1	1.00	-	$136.56	0083-532-030	1	1.00	-	$136.56
0083-511-120	1	1.00	-	$136.56	0083-533-010	1	1.00	-	$136.56
0083-511-130	1	1.00	-	$136.56	0083-533-020	1	1.00	-	$136.56
0083-511-140	1	1.00	-	$136.56	0083-533-030	1	1.00	-	$136.56
0083-511-150	1	1.00	-	$136.56	0083-533-040	1	1.00	-	$136.56
0083-511-160	1	1.00	-	$136.56	0083-533-050	1	1.00	-	$136.56
0083-511-170	1	1.00	-	$136.56	0083-533-060	1	1.00	-	$136.56
0083-511-180	1	1.00	-	$136.56	0083-533-070	1	1.00	-	$136.56
0083-511-190	1	1.00	-	$136.56	0083-533-080	1	1.00	-	$136.56
0083-511-200	1	1.00	-	$136.56	0083-533-090	1	1.00	-	$136.56
0083-511-210	1	1.00	-	$136.56	0083-533-100	1	1.00	-	$136.56
0083-512-010	1	1.00	-	$136.56	0083-533-110	1	1.00	-	$136.56
0083-512-020	1	1.00	-	$136.56	0083-533-120	1	1.00	-	$136.56
0083-512-030	1	1.00	-	$136.56	0083-533-130	1	1.00	-	$136.56
0083-512-040	1	1.00	-	$136.56	0083-533-140	1	1.00	-	$136.56
0083-512-050	1	1.00	-	$136.56	0083-533-150	1	1.00	-	$136.56
0083-521-010	1	1.00	-	$136.56	0083-533-160	1	1.00	-	$136.56
0083-521-020	1	1.00	-	$136.56	0083-533-170	1	1.00	-	$136.56
0083-521-030	1	1.00	-	$136.56	0083-534-010	1	1.00	-	$136.56
0083-521-040	1	1.00	-	$136.56	0083-534-020	1	1.00	-	$136.56
0083-521-050	1	1.00	-	$136.56	0083-534-030	1	1.00	-	$136.56
0083-521-060	1	1.00	-	$136.56	0083-534-040	1	1.00	-	$136.56
0083-521-070	1	1.00	-	$136.56	0083-534-050	1	1.00	-	$136.56
0083-521-080	1	1.00	-	$136.56	0083-534-060	1	1.00	-	$136.56
0083-534-070	1	1.00	-	$136.56	0083-542-030	1	1.00	-	$136.56
0083-534-080	1	1.00	-	$136.56	0083-542-040	1	1.00	-	$136.56
0083-534-090	1	1.00	-	$136.56	0083-542-050	1	1.00	-	$136.56

APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0083-534-100	1	1.00	-	$136.56	0083-542-060	1	1.00	-	$136.56
0083-534-110	1	1.00	-	$136.56	0083-542-070	1	1.00	-	$136.56
0083-534-120	1	1.00	-	$136.56	0083-542-080	1	1.00	-	$136.56
0083-534-130	1	1.00	-	$136.56	0083-542-090	1	1.00	-	$136.56
0083-534-140	1	1.00	-	$136.56	0083-542-100	1	1.00	-	$136.56
0083-534-150	1	1.00	-	$136.56	0083-542-110	1	1.00	-	$136.56
0083-534-160	1	1.00	-	$136.56	0083-542-120	1	1.00	-	$136.56
0083-534-170	1	1.00	-	$136.56	0083-543-010	1	1.00	-	$136.56
0083-534-180	1	1.00	-	$136.56	0083-543-020	1	1.00	-	$136.56
0083-535-010	1	1.00	-	$136.56	0083-543-030	1	1.00	-	$136.56
0083-535-020	1	1.00	-	$136.56	0083-551-010	1	1.00	-	$136.56
0083-535-030	1	1.00	-	$136.56	0083-551-020	1	1.00	-	$136.56
0083-535-040	1	1.00	-	$136.56	0083-551-030	1	1.00	-	$136.56
0083-535-050	1	1.00	-	$136.56	0083-551-040	1	1.00	-	$136.56
0083-535-060	1	1.00	-	$136.56	0083-551-050	1	1.00	-	$136.56
0083-535-070	1	1.00	-	$136.56	0083-551-060	1	1.00	-	$136.56
0083-535-080	1	1.00	-	$136.56	0083-551-070	1	1.00	-	$136.56
0083-535-090	1	1.00	-	$136.56	0083-551-080	1	1.00	-	$136.56
0083-535-100	1	1.00	-	$136.56	0083-551-090	1	1.00	-	$136.56
0083-541-020	1	1.00	-	$136.56	0083-551-100	1	1.00	-	$136.56
0083-541-030	1	1.00	-	$136.56	0083-551-110	1	1.00	-	$136.56
0083-541-040	1	1.00	-	$136.56	0083-551-120	1	1.00	-	$136.56
0083-541-050	1	1.00	-	$136.56	0083-551-130	1	1.00	-	$136.56
0083-541-060	1	1.00	-	$136.56	0083-551-140	1	1.00	-	$136.56
0083-541-070	1	1.00	-	$136.56	0083-551-150	1	1.00	-	$136.56
0083-541-080	1	1.00	-	$136.56	0083-552-010	1	1.00	-	$136.56
0083-541-090	1	1.00	-	$136.56	0083-552-020	1	1.00	-	$136.56
0083-541-100	1	1.00	-	$136.56	0083-552-030	1	1.00	-	$136.56
0083-541-110	1	1.00	-	$136.56	0083-552-040	1	1.00	-	$136.56
0083-541-120	1	1.00	-	$136.56	0083-552-050	1	1.00	-	$136.56
0083-541-130	1	1.00	-	$136.56	0083-552-060	1	1.00	-	$136.56
0083-541-140	1	1.00	-	$136.56	0083-553-010	1	1.00	-	$136.56
0083-541-150	1	1.00	-	$136.56	0083-553-020	1	1.00	-	$136.56
0083-541-160	1	1.00	-	$136.56	0083-553-030	1	1.00	-	$136.56
0083-541-170	1	1.00	-	$136.56	0083-553-040	1	1.00	-	$136.56
0083-541-180	1	1.00	-	$136.56	0083-553-050	1	1.00	-	$136.56
0083-541-190	1	1.00	-	$136.56	0083-553-060	1	1.00	-	$136.56
0083-541-200	1	1.00	-	$136.56	0083-553-070	1	1.00	-	$136.56
0083-541-210	1	1.00	-	$136.56	0083-553-080	1	1.00	-	$136.56
0083-541-220	1	1.00	-	$136.56	0083-553-090	1	1.00	-	$136.56
0083-541-230	1	1.00	-	$136.56	0083-553-100	1	1.00	-	$136.56
0083-541-240	1	1.00	-	$136.56	0083-553-110	1	1.00	-	$136.56
0083-541-250	1	1.00	-	$136.56	0083-553-120	1	1.00	-	$136.56
0083-541-260	1	1.00	-	$136.56	0083-553-130	1	1.00	-	$136.56
0083-541-270	1	1.00	-	$136.56	0083-553-140	1	1.00	-	$136.56
0083-541-280	1	1.00	-	$136.56	0083-553-150	1	1.00	-	$136.56
0083-541-290	1	1.00	-	$136.56	0083-553-160	1	1.00	-	$136.56
0083-541-300	1	1.00	-	$136.56	0083-553-170	1	1.00	-	$136.56

APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0083-541-310	1	1.00	-	$136.56	0083-553-180	1	1.00	-	$136.56
0083-541-320	1	1.00	-	$136.56	0083-553-190	1	1.00	-	$136.56
0083-541-330	1	1.00	-	$136.56	0083-561-010	1	1.00	-	$136.56
0083-542-010	1	1.00	-	$136.56	0083-561-020	1	1.00	-	$136.56
0083-542-020	1	1.00	-	$136.56	0083-561-030	1	1.00	-	$136.56
0083-561-040	1	1.00	-	$136.56	0083-571-150	1	1.00	-	$136.56
0083-561-050	1	1.00	-	$136.56	0083-571-160	1	1.00	-	$136.56
0083-561-060	1	1.00	-	$136.56	0083-571-170	1	1.00	-	$136.56
0083-561-070	1	1.00	-	$136.56	0083-571-180	1	1.00	-	$136.56
0083-561-080	1	1.00	-	$136.56	0083-571-190	1	1.00	-	$136.56
0083-561-090	1	1.00	-	$136.56	0083-571-200	1	1.00	-	$136.56
0083-561-100	1	1.00	-	$136.56	0083-571-210	1	1.00	-	$136.56
0083-561-110	1	1.00	-	$136.56	0083-571-220	1	1.00	-	$136.56
0083-561-120	1	1.00	-	$136.56	0083-571-230	1	1.00	-	$136.56
0083-561-130	1	1.00	-	$136.56	0083-572-010	1	1.00	-	$136.56
0083-561-140	1	1.00	-	$136.56	0083-572-020	1	1.00	-	$136.56
0083-561-150	1	1.00	-	$136.56	0083-572-030	1	1.00	-	$136.56
0083-561-160	1	1.00	-	$136.56	0083-572-040	1	1.00	-	$136.56
0083-561-170	1	1.00	-	$136.56	0083-572-050	1	1.00	-	$136.56
0083-561-180	1	1.00	-	$136.56	0083-572-060	1	1.00	-	$136.56
0083-561-190	1	1.00	-	$136.56	0083-572-070	1	1.00	-	$136.56
0083-561-200	1	1.00	-	$136.56	0083-572-080	1	1.00	-	$136.56
0083-561-210	1	1.00	-	$136.56	0083-572-090	1	1.00	-	$136.56
0083-561-220	1	1.00	-	$136.56	0083-572-100	1	1.00	-	$136.56
0083-561-230	1	1.00	-	$136.56	0083-572-110	1	1.00	-	$136.56
0083-561-240	1	1.00	-	$136.56	0083-572-120	1	1.00	-	$136.56
0083-561-250	1	1.00	-	$136.56	0083-572-130	1	1.00	-	$136.56
0083-561-260	1	1.00	-	$136.56	0083-572-140	1	1.00	-	$136.56
0083-561-270	1	1.00	-	$136.56	0083-572-150	1	1.00	-	$136.56
0083-561-280	1	1.00	-	$136.56	0083-572-160	1	1.00	-	$136.56
0083-561-290	1	1.00	-	$136.56	0083-572-170	1	1.00	-	$136.56
0083-561-300	1	1.00	-	$136.56	0083-572-180	1	1.00	-	$136.56
0083-561-310	1	1.00	-	$136.56	0083-572-190	1	1.00	-	$136.56
0083-561-320	1	1.00	-	$136.56	0083-572-200	1	1.00	-	$136.56
0083-561-330	1	1.00	-	$136.56	0083-572-210	1	1.00	-	$136.56
0083-561-340	1	1.00	-	$136.56	0083-572-220	1	1.00	-	$136.56
0083-561-350	1	1.00	-	$136.56	0083-572-230	1	1.00	-	$136.56
0083-561-360	1	1.00	-	$136.56	0083-572-240	1	1.00	-	$136.56
0083-562-010	1	1.00	-	$136.56	0083-581-010	1	1.00	-	$136.56
0083-562-020	1	1.00	-	$136.56	0083-581-020	1	1.00	-	$136.56
0083-562-030	1	1.00	-	$136.56	0083-581-030	1	1.00	-	$136.56
0083-562-040	1	1.00	-	$136.56	0083-581-040	1	1.00	-	$136.56
0083-562-050	1	1.00	-	$136.56	0083-581-050	1	1.00	-	$136.56
0083-562-060	1	1.00	-	$136.56	0083-581-060	1	1.00	-	$136.56
0083-562-070	1	1.00	-	$136.56	0083-581-070	1	1.00	-	$136.56
0083-562-080	1	1.00	-	$136.56	0083-581-080	1	1.00	-	$136.56
0083-562-090	1	1.00	-	$136.56	0083-581-090	1	1.00	-	$136.56
0083-571-010	1	1.00	-	$136.56	0083-581-100	1	1.00	-	$136.56

APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0083-571-020	1	1.00	-	$136.56	0083-581-110	1	1.00	-	$136.56
0083-571-030	1	1.00	-	$136.56	0083-581-120	1	1.00	-	$136.56
0083-571-040	1	1.00	-	$136.56	0083-581-130	1	1.00	-	$136.56
0083-571-050	1	1.00	-	$136.56	0083-581-140	1	1.00	-	$136.56
0083-571-060	1	1.00	-	$136.56	0083-581-150	1	1.00	-	$136.56
0083-571-070	1	1.00	-	$136.56	0083-581-160	1	1.00	-	$136.56
0083-571-080	1	1.00	-	$136.56	0083-581-170	1	1.00	-	$136.56
0083-571-090	1	1.00	-	$136.56	0083-581-180	1	1.00	-	$136.56
0083-571-100	1	1.00	-	$136.56	0083-581-190	1	1.00	-	$136.56
0083-571-110	1	1.00	-	$136.56	0083-581-200	1	1.00	-	$136.56
0083-571-120	1	1.00	-	$136.56	0083-581-210	1	1.00	-	$136.56
0083-571-130	1	1.00	-	$136.56	0083-581-220	1	1.00	-	$136.56
0083-571-140	1	1.00	-	$136.56	0083-581-230	1	1.00	-	$136.56
0083-581-240	1	1.00	-	$136.56	0087-531-200	1	1.00	-	$136.56
0083-581-250	1	1.00	-	$136.56	0087-531-210	1	1.00	-	$136.56
0083-581-260	1	1.00	-	$136.56	0087-531-220	1	1.00	-	$136.56
0083-581-270	1	1.00	-	$136.56	0087-531-230	1	1.00	-	$136.56
0083-582-010	1	1.00	-	$136.56	0087-531-240	1	1.00	-	$136.56
0083-582-020	1	1.00	-	$136.56	0087-531-250	1	1.00	-	$136.56
0083-582-030	1	1.00	-	$136.56	0087-531-260	1	1.00	-	$136.56
0083-582-040	1	1.00	-	$136.56	0087-531-270	1	1.00	-	$136.56
0083-582-050	1	1.00	-	$136.56	0087-531-280	1	1.00	-	$136.56
0083-582-060	1	1.00	-	$136.56	0087-531-290	1	1.00	-	$136.56
0083-582-070	1	1.00	-	$136.56	0087-531-300	1	1.00	-	$136.56
0083-582-080	1	1.00	-	$136.56	0087-531-310	1	1.00	-	$136.56
0083-582-090	1	1.00	-	$136.56	0087-531-320	1	1.00	-	$136.56
0083-582-100	1	1.00	-	$136.56	0087-531-330	1	1.00	-	$136.56
0083-582-110	1	1.00	-	$136.56	0087-531-340	1	1.00	-	$136.56
0083-582-120	1	1.00	-	$136.56	0087-531-350	1	1.00	-	$136.56
0083-582-130	1	1.00	-	$136.56	0087-531-360	1	1.00	-	$136.56
0083-582-140	1	1.00	-	$136.56	0087-531-370	1	1.00	-	$136.56
0083-582-150	1	1.00	-	$136.56	0087-531-380	1	1.00	-	$136.56
0083-582-160	1	1.00	-	$136.56	0087-531-390	1	1.00	-	$136.56
0083-582-170	1	1.00	-	$136.56	0087-531-400	1	1.00	-	$136.56
0083-582-180	1	1.00	-	$136.56	0087-531-410	1	1.00	-	$136.56
0087-521-010	1	1.00	-	$136.56	0087-531-420	1	1.00	-	$136.56
0087-521-020	1	1.00	-	$136.56	0087-531-430	1	1.00	-	$136.56
0087-521-030	1	1.00	-	$136.56	0087-531-440	1	1.00	-	$136.56
0087-521-040	1	1.00	-	$136.56	0087-531-450	1	1.00	-	$136.56
0087-521-050	1	1.00	-	$136.56	0087-531-460	1	1.00	-	$136.56
0087-521-060	1	1.00	-	$136.56	0087-531-470	1	1.00	-	$136.56
0087-521-070	1	1.00	-	$136.56	0087-531-480	1	1.00	-	$136.56
0087-521-080	1	1.00	-	$136.56	0087-531-490	1	1.00	-	$136.56
0087-521-090	1	1.00	-	$136.56	0087-531-500	1	1.00	-	$136.56
0087-521-100	1	1.00	-	$136.56	0087-531-510	1	1.00	-	$136.56
0087-521-110	1	1.00	-	$136.56	0087-531-520	1	1.00	-	$136.56
0087-521-120	1	1.00	-	$136.56	0087-531-530	1	1.00	-	$136.56
0087-521-130	1	1.00	-	$136.56	0087-531-540	1	1.00	-	$136.56

APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0087-521-140	1	1	-	$136.56	0087-531-550	1	1	-	$136.56
0087-521-150	1	1	-	$136.56	0087-531-560	1	1	-	$136.56
0087-531-010	1	1	-	$136.56	0087-540-010	1	1	-	$136.56
0087-531-020	1	1	-	$136.56	0087-540-020	1	1	-	$136.56
0087-531-030	1	1	-	$136.56	0087-540-030	1	1	-	$136.56
0087-531-040	1	1	-	$136.56	0087-540-040	1	1	-	$136.56
0087-531-050	1	1	-	$136.56	0087-540-050	1	1	-	$136.56
0087-531-060	1	1	-	$136.56	0087-540-060	1	1	-	$136.56
0087-531-070	1	1	-	$136.56	0087-540-070	1	1	-	$136.56
0087-531-080	1	1	-	$136.56	0087-540-080	1	1	-	$136.56
0087-531-090	1	1	-	$136.56	0087-540-090	1	1	-	$136.56
0087-531-100	1	1	-	$136.56	0087-540-100	1	1	-	$136.56
0087-531-110	1	1	-	$136.56	0087-551-010	1	1	-	$136.56
0087-531-120	1	1	-	$136.56	0087-551-020	1	1	-	$136.56
0087-531-130	1	1	-	$136.56	0087-551-030	1	1	-	$136.56
0087-531-140	1	1	-	$136.56	0087-551-040	1	1	-	$136.56
0087-531-150	1	1	-	$136.56	0087-551-050	1	1	-	$136.56
0087-531-160	1	1	-	$136.56	0087-551-060	1	1	-	$136.56
0087-531-170	1	1	-	$136.56	0087-551-070	1	1	-	$136.56
0087-531-180	1	1	-	$136.56	0087-551-080	1	1	-	$136.56
0087-531-190	1	1	-	$136.56	0087-551-090	1	1	-	$136.56
0087-552-010	1	1	-	$136.56	0088-230-010	1	1	-	$136.56
0087-552-020	1	1	-	$136.56	0088-230-020	1	1	-	$136.56
0087-552-030	1	1	-	$136.56	0088-230-030	1	1	-	$136.56
0087-552-040	1	1	-	$136.56	0088-230-040	1	1	-	$136.56
0087-552-050	1	1	-	$136.56	0088-230-050	1	1	-	$136.56
0087-552-060	1	1	-	$136.56	0088-230-060	1	1	-	$136.56
0087-552-070	1	1	-	$136.56	0088-230-070	1	1	-	$136.56
0087-552-080	1	1	-	$136.56	0088-230-080	1	1	-	$136.56
0087-552-090	1	1	-	$136.56	0088-230-090	1	1	-	$136.56
0087-552-100	1	1	-	$136.56	0088-230-100	1	1	-	$136.56
0087-552-110	1	1	-	$136.56	0088-230-110	1	1	-	$136.56
0087-552-120	1	1	-	$136.56	0088-230-120	1	1	-	$136.56
0087-552-130	1	1	-	$136.56	0088-230-130	1	1	-	$136.56
0087-552-140	1	1	-	$136.56	0088-230-140	1	1	-	$136.56
0087-552-170	1	1	-	$136.56	0087-553-190	1	1	-	$136.56
0087-552-180	1	1	-	$136.56	0087-553-200	1	1	-	$136.56
0087-552-190	1	1	-	$136.56	0087-553-210	1	1	-	$136.56
0087-553-090	1	1	-	$136.56	0087-553-220	1	1	-	$136.56
0087-553-100	1	1	-	$136.56	0088-070-250	1	1	-	$136.56
0087-553-110	1	1	-	$136.56	0088-070-260	1	1	-	$136.56
0087-553-120	1	1	-	$136.56	0088-070-270	1	1	-	$136.56
0087-553-130	1	1	-	$136.56	0088-070-280	1	1	-	$136.56
0087-553-140	1	1	-	$136.56	0088-070-290	1	1	-	$136.56
0087-553-150	1	1	-	$136.56	0088-070-300	1	1	-	$136.56
0087-553-160	1	1	-	$136.56	0088-070-310	1	1	-	$136.56
0087-553-170	1	1	-	$136.56	0088-070-320	1	1	-	$136.56
0087-553-180	1	1	-	$136.56	0088-070-330	1	1	-	$136.56

APN	Zone	EBU	Acres	Assessment
0088-070-330	1	1	-	$136.56
0088-070-340	1	1	-	$136.56
0088-070-350	1	1	-	$136.56
0088-070-360	1	1	-	$136.56
0088-070-370	1	1	-	$136.56
0088-070-380	1	1	-	$136.56
0088-070-390	1	1	-	$136.56
0088-070-400	1	1	-	$136.56
0088-070-410	1	1	-	$136.56
0088-070-420	1	1	-	$136.56
0088-070-430	1	1	-	$136.56
0088-070-440	1	1	-	$136.56
0088-070-450	1	1	-	$136.56
0088-070-460	1	1	-	$136.56
0088-070-470	1	1	-	$136.56
0088-070-480	1	1	-	$136.56
0088-070-490	1	1	-	$136.56
Sub-Total	**1**	**2196**		**$299,885.76**
0080-291-090	2		1.56	$1,005.84
0080-291-100	2		8.03	$5,177.50
0080-291-110	2		5.17	$3,333.46
0080-291-120	2		12.62	$8,137.00
0080-291-130	2		12.63	$8,143.44
0080-292-110	2		1.5	$967.16
0080-301-160	2		9.33	$6,015.70
0080-301-220	2		9.89	$6,376.76
0080-301-200	2		3.73	$2,404.98
0080-301-210	2		9.6	$6,189.78
0080-302-040	2		4.08	$2,630.66
0080-302-060	2		2.15	$1,386.26
0080-302-080	2		0.79	$509.36
0080-302-090	2		0.95	$612.52
0080-311-060	2		4	$2,579.08
0080-311-090	2		7.58	$4,887.36
0080-311-100	2		3.8	$2,450.12
0080-312-020	2		6	$3,868.62
0080-312-030	2		4.83	$3,114.24
0080-330-010	2		2.7	$1,740.88
0080-330-020	2		2.05	$1,321.78
0080-330-040	2		2.51	$1,618.36
0080-330-050	2		1.4	$902.68
0080-330-060	2		1.11	$715.68
0080-330-070	2		2.28	$1,470.08
0080-330-090	2		1.72	$1,109.00
0080-330-100	2		2.03	$1,308.88
Sub-Total	**2**		**124**	**$79,977.18**

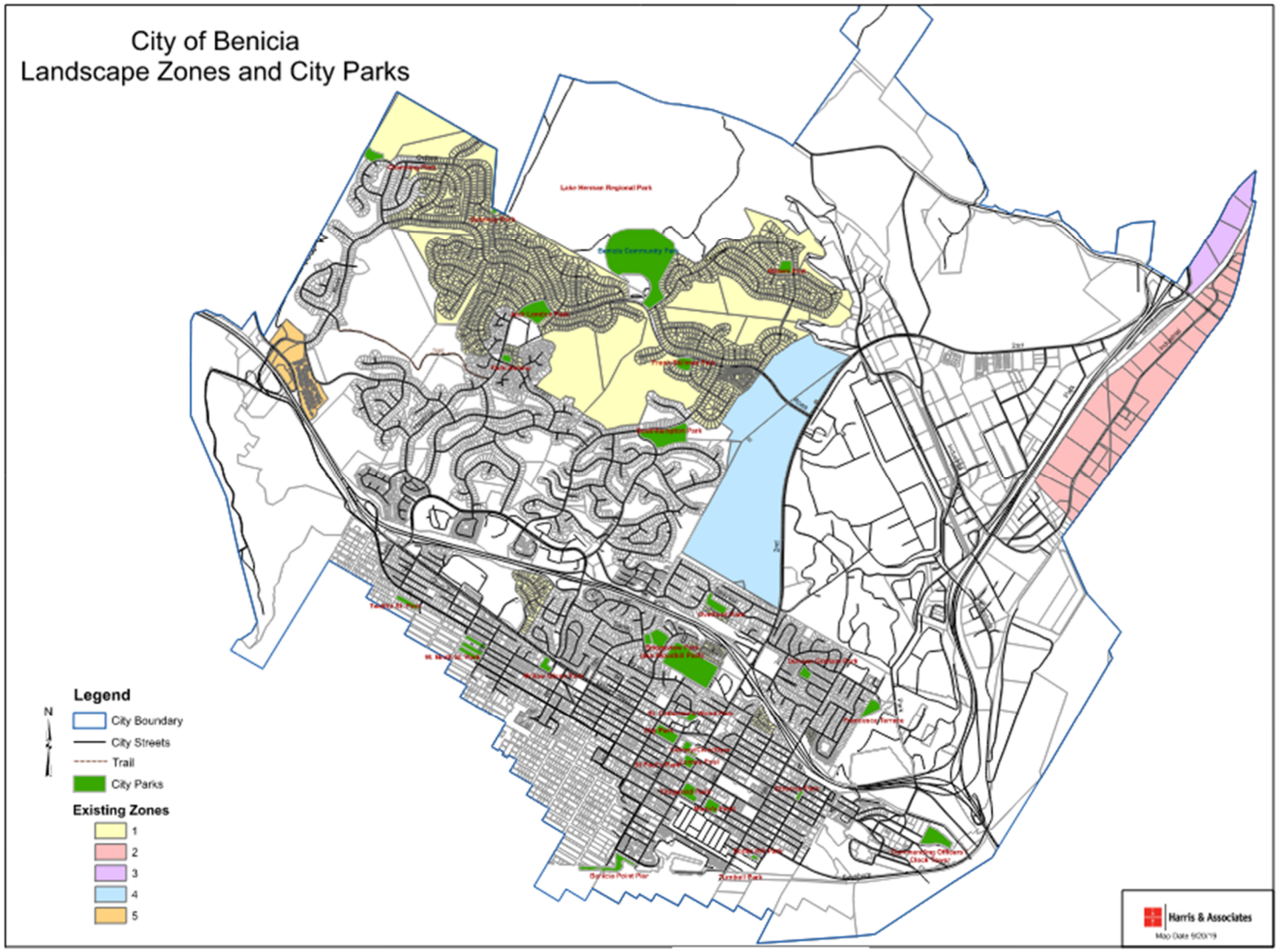
APN	Zone	EBU	Acres	Assessment
0080-320-380	3		5.98	$646.32
0080-320-390	3		8.93	$965.14
0080-320-400	3		11.16	$1,206.16
0080-320-410	3		10.94	$1,182.40
Sub-Total	**3**		**37.01**	**$4,000.02**
0080-110-460	4		183.5	$18,592.22
0080-110-470	4		16.54	$1,675.82
0083-210-220	4		40.04	$4,056.84
0083-210-230	4		32.39	$3,281.74
0087-230-140	4		3.89	$394.12
Sub-Total	**4**		**276.4**	**$28,000.74**
0086-731-140	5	1	-	$40.00
0086-731-150	5	1	-	$40.00
0086-731-160	5	1	-	$40.00
0086-731-170	5	1	-	$40.00
0086-731-180	5	1	-	$40.00
0086-731-190	5	1	-	$40.00
0086-731-200	5	1	-	$40.00
0086-731-210	5	1	-	$40.00
0086-731-220	5	1	-	$40.00
0086-731-230	5	1	-	$40.00
0086-731-240	5	1	-	$40.00
0086-732-010	5	1	-	$40.00
0079-020-400	5	COM	0.63	$457.48
0079-020-580	5	COM	0.61	$386.62
0086-410-200	5	COM	2.13	$1,372.46
0086-410-210	5	APTS	3.72	$2,409.86
0086-410-260	5	COM	2.11	$1,359.58
0086-711-010	5	1	Condo	$40.00
0086-711-020	5	1	Condo	$40.00
0086-711-030	5	1	Condo	$40.00
0086-711-040	5	1	Condo	$40.00
0086-711-050	5	1	Condo	$40.00
0086-711-060	5	1	Condo	$40.00
0086-711-070	5	1	Condo	$40.00
0086-711-080	5	1	Condo	$40.00
0086-711-090	5	1	Condo	$40.00
0086-711-100	5	1	Condo	$40.00
0086-711-110	5	1	Condo	$40.00
0086-711-120	5	1	Condo	$40.00
0086-711-130	5	1	Condo	$40.00
0086-711-140	5	1	Condo	$40.00
0086-711-150	5	1	Condo	$40.00

APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0086-711-160	5	1	Condo	$40.00	0079-020-590	5	COM	1.62	$256.92
0086-711-170	5	1	Condo	$40.00	0079-020-600	5	COM	1.61	$1,805.30
0086-711-180	5	1	Condo	$40.00	0079-020-610	5	COM	0.44	$231.68
0086-711-190	5	1	Condo	$40.00	0086-712-040	5	1	-	$40.00
0086-711-200	5	1	Condo	$40.00	0086-712-050	5	1	-	$40.00
0086-711-210	5	1	Condo	$40.00	0086-712-060	5	1	-	$40.00
0086-711-220	5	1	Condo	$40.00	0086-712-070	5	1	-	$40.00
0086-711-230	5	1	Condo	$40.00	0086-712-080	5	1	-	$40.00
0086-711-240	5	1	Condo	$40.00	0086-712-090	5	1	-	$40.00
0086-711-250	5	1	Condo	$40.00	0086-712-100	5	1	-	$40.00
0086-711-260	5	1	Condo	$40.00	0086-712-110	5	1	-	$40.00
0086-711-300	5	1	Condo	$40.00	0086-712-120	5	1	-	$40.00
0086-711-310	5	1	Condo	$40.00	0086-712-130	5	1	-	$40.00
0086-711-320	5	1	Condo	$40.00	0086-712-140	5	1	-	$40.00
0086-711-330	5	1	Condo	$40.00	0086-712-150	5	1	-	$40.00
0086-711-340	5	1	Condo	$40.00	0086-712-160	5	1	-	$40.00
0086-711-350	5	1	Condo	$40.00	0086-712-170	5	1	-	$40.00
0086-711-360	5	1	Condo	$40.00	0086-712-180	5	1	-	$40.00
0086-711-370	5	1	Condo	$40.00	0086-712-190	5	1	-	$40.00
0086-711-380	5	1	Condo	$40.00	0086-712-200	5	1	-	$40.00
0086-711-390	5	1	Condo	$40.00	0086-712-210	5	1	-	$40.00
0086-711-400	5	1	Condo	$40.00	0086-712-220	5	1	-	$40.00
0086-711-410	5	1	Condo	$40.00	0086-712-230	5	1	-	$40.00
0086-711-420	5	1	Condo	$40.00	0086-712-240	5	1	-	$40.00
0086-711-430	5	1	Condo	$40.00	0086-712-250	5	1	-	$40.00
0086-711-440	5	1	Condo	$40.00	0086-712-260	5	1	-	$40.00
0086-711-450	5	1	Condo	$40.00	0086-712-270	5	1	-	$40.00
0086-711-460	5	1	Condo	$40.00	0086-712-280	5	1	-	$40.00
0086-711-470	5	1	Condo	$40.00	0086-712-290	5	1	-	$40.00
0086-711-480	5	1	Condo	$40.00	0086-712-300	5	1	-	$40.00
0086-711-490	5	1	Condo	$40.00	0086-712-310	5	1	-	$40.00
0086-711-500	5	1	Condo	$40.00	0086-712-320	5	1	-	$40.00
0086-711-510	5	1	Condo	$40.00	0086-712-330	5	1	-	$40.00
0086-711-520	5	1	Condo	$40.00	0086-712-340	5	1	-	$40.00
0086-711-530	5	1	Condo	$40.00	0086-712-350	5	1	-	$40.00
0086-712-010	5	1	-	$40.00	0086-712-360	5	1	-	$40.00
0086-712-020	5	1	-	$40.00	0086-712-370	5	1	-	$40.00
0086-712-030	5	1	-	$40.00	0086-712-380	5	1	-	$40.00
0086-721-100	5	1	-	$40.00	0086-712-390	5	1	-	$40.00
0086-721-110	5	1	-	$40.00	0086-712-400	5	1	-	$40.00
0086-721-120	5	1	-	$40.00	0086-712-410	5	1	-	$40.00
0086-721-130	5	1	-	$40.00	0086-712-420	5	1	-	$40.00
0086-721-140	5	1	-	$40.00	0086-712-430	5	1	-	$40.00
0086-721-150	5	1	-	$40.00	0086-712-440	5	1	-	$40.00
0086-721-160	5	1	-	$40.00	0086-712-450	5	1	-	$40.00
0086-721-170	5	1	-	$40.00	0086-712-460	5	1	-	$40.00
0086-721-180	5	1	-	$40.00	0086-712-470	5	1	-	$40.00
0086-721-190	5	1	-	$40.00	0086-712-480	5	1	-	$40.00

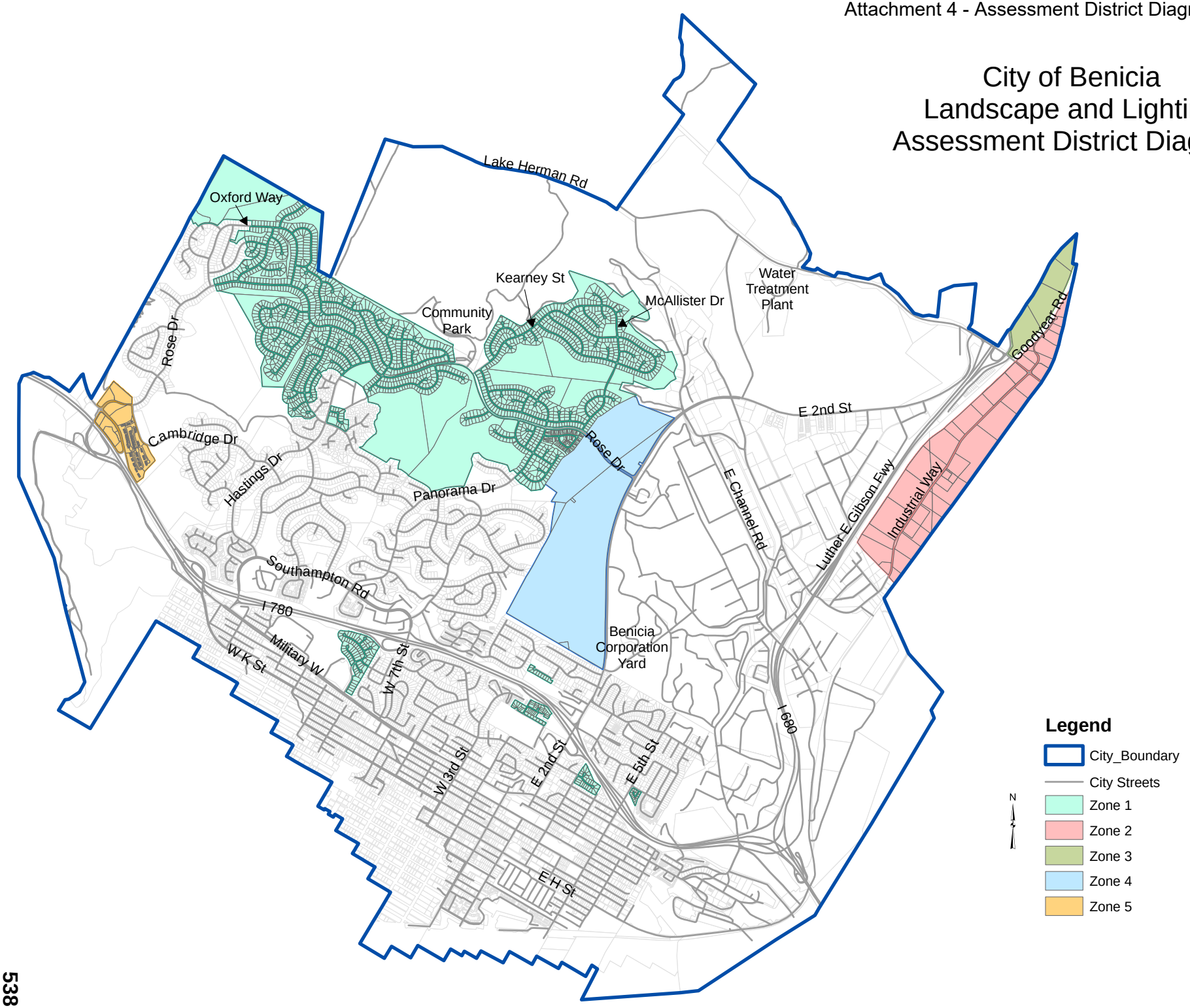
APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0086-721-200	5	1	-	$40.00	0086-712-490	5	1	-	$40.00
0086-722-010	5	1	-	$40.00	0086-712-500	5	1	-	$40.00
0086-722-020	5	1	-	$40.00	0086-721-010	5	1	-	$40.00
0086-722-030	5	1	-	$40.00	0086-721-020	5	1	-	$40.00
0086-722-040	5	1	-	$40.00	0086-721-030	5	1	-	$40.00
0086-722-050	5	1	-	$40.00	0086-721-040	5	1	-	$40.00
0086-722-060	5	1	-	$40.00	0086-721-050	5	1	-	$40.00
0086-722-070	5	1	-	$40.00	0086-721-060	5	1	-	$40.00
0086-722-080	5	1	-	$40.00	0086-721-070	5	1	-	$40.00
0086-722-090	5	1	-	$40.00	0086-721-080	5	1	-	$40.00
0086-722-100	5	1	-	$40.00	0086-721-090	5	1	-	$40.00
0086-722-110	5	1	-	$40.00	0086-732-020	5	1	-	$40.00
0086-722-120	5	1	-	$40.00	0086-732-030	5	1	-	$40.00
0086-722-130	5	1	-	$40.00	0086-732-040	5	1	-	$40.00
0086-722-140	5	1	-	$40.00	0086-732-050	5	1	-	$40.00
0086-722-150	5	1	-	$40.00	0086-732-060	5	1	-	$40.00
0086-722-160	5	1	-	$40.00	0086-732-070	5	1	-	$40.00
0086-722-170	5	1	-	$40.00	0086-732-080	5	1	-	$40.00
0086-722-180	5	1	-	$40.00	0086-732-090	5	1	-	$40.00
0086-722-190	5	1	-	$40.00	0086-732-100	5	1	-	$40.00
0086-722-200	5	1	-	$40.00	0086-732-110	5	1	-	$40.00
0086-731-010	5	1	-	$40.00	0086-732-120	5	1	-	$40.00
0086-731-020	5	1	-	$40.00	0086-732-130	5	1	-	$40.00
0086-731-030	5	1	-	$40.00	0086-732-140	5	1	-	$40.00
0086-731-040	5	1	-	$40.00	0086-732-150	5	1	-	$40.00
0086-731-050	5	1	-	$40.00	0086-732-160	5	1	-	$40.00
0086-731-060	5	1	-	$40.00	0086-732-170	5	1	-	$40.00
0086-731-070	5	1	-	$40.00	0086-732-180	5	1	-	$40.00
0086-731-080	5	1	-	$40.00	0086-732-190	5	1	-	$40.00
0086-731-090	5	1	-	$40.00	0086-732-200	5	1	-	$40.00
0086-731-100	5	1	-	$40.00	0086-732-210	5	1	-	$40.00
0086-731-110	5	1	-	$40.00	0086-732-220	5	1	-	$40.00
0086-731-120	5	1	-	$40.00	0086-732-230	5	1	-	$40.00
0086-731-130	5	1	-	$40.00	0086-732-240	5	1	-	$40.00
					Sub-Total Zone	5	188	12.87	**$15,799.90**
					DISTRICT TOTAL				**$427,663.60**

APPENDIX C – CITY PARK LOCATION MAP

Park Locations



City of Benicia
Landscape and Lighting
Assessment District Diagram



AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 17, 2025
BUSINESS ITEM

TO : City Council

FROM : City Manager

SUBJECT : **ADOPTION OF THE BIENNIAL BUDGET FOR FISCAL YEARS 2025-2026 AND 2026-2027**

EXECUTIVE SUMMARY:

The new fiscal year (FY) for the City of Benicia begins on July 1, 2025. City Council must adopt the budget and authorize the expenditure of funds by that date to facilitate the continuation of city business. The City Council reviewed information related to the Proposed Biennial Budget for Fiscal Years 2025-2026 (FY26) and 2026-2027 (FY27) on June 3, 2025 as well as during the budget study sessions on May 6, 2025 and May 20, 2025. At those meetings, Council reviewed projections of revenues and expenditures for FY26 and FY27.

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) adopting the Biennial Budget for fiscal years 2025-2026 and 2026-2027 (Attachment 2).

BUDGET INFORMATION:

Total proposed expenditures of All Funds, including transfers, are $119.6 million for FY 2025-2026 and $120.2 million in FY 2026-2027. Total proposed General Fund expenditures, including transfers, are $65.9 million for FY 2025-2026 and $67.9 million in FY 2026-2027. The proposed General Fund budget is balanced between revenues and expenditures and does not include the use of reserves to balance the budget.

BACKGROUND:

Benicia Municipal Code section 2.08.070 requires the City Manager to prepare, and submit, the proposed annual budget to Council for its approval. Council adopts a biennial budget, which reflects the planned activities for the next two fiscal years, based on the best information available to Council and staff at the time of adoption. Two budget study sessions were held on May 6, 2025 to review the Community Grant program and recommended grant awards and on May 20, 2025 to review City staffing reductions from 222.75 to less than 218 full time equivalent employees (FTEs), General Fund department highlights, and creation of a Business Grant Program in the Economic Development department. The Proposed Budget was presented to Council on June 3, 2025 including proposed revenues, proposed expenditures, and FTE position listing across all funds. The proposed budget implements the Budget Development Policy

adopted by Council on January 7, 2025 and is highlighted with the General Fund being balance balanced between expenditures and revenues.

During the June 3rd Council meeting there was a discussion on the inconsistency in the budgeting of the Industrial Safety Ordinance (ISO) revenue reflected in the General Fund "Other Revenues" category between FY26 and FY27. In response to that discussion, the anticipated ISO revenue of $320,000 has been budgeted in both FY26 and FY27.

The City's online budget book is available at on the Finance Department webpage of the City website at www.ci.benicia.ca.us/finance. An export of the online version is attached in a Portable Document Format (PDF) in Attachment 2. The online budget book is not formatted for printing, and the PDF version does not include the interactive features of the online version.

NEXT STEPS:
Staff will continue to provide budget updates on a quarterly basis to monitor financial activities and propose budget amendments as needed. This budget is transitional in nature. Staff will begin the implementation of Priority Based Budgeting, which will be used in the development of the next budget cycle and will assist in necessary changes to address the City's long-term liabilities and create path for sustained fiscal health.

ALTERNATIVE ACTIONS:
If Council does not adopt the resolution and proposed budget for FY26 and FY27, the City will not have appropriations to continue operations beyond June 30, 2025.

CEQA Analysis	Administrative activities that will not result in direct or indirect physical changes in the environment do not constitute a project and are not subject to environmental review under CEQA Guidelines section 15378 (b) (5).

ATTACHMENTS:
1. Resolution – Adopting the Proposed Biennial Budget
2. Biennial Budget Book

For more information contact: Mario Giuliani, City Manager
Phone: (707) 746-4200
E-mail: mgiuliani@ci.benicia.ca.us

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA ADOPTING THE BIENNIAL BUDGET FOR FISCAL YEARS 2025-2026 AND 2026-2027

WHEREAS, Benicia Municipal Code section 2.08.070 requires the City Manager to prepare and submit the proposed annual budget to Council for its approval; and

WHEREAS, the City Manager has presented the proposed budget for review by the City Council at public meetings held on May 6, 2025, May 20, 2025, and June 3, 2025; and

WHEREAS, the City Council has reviewed the 217.75 employee positions listed in the budget and is authorizing the City Manager to fill those positions not specifically exempted, provided said positions have sufficient appropriations and can occasionally make recommendations to the City Council on necessary changes in employee positions; and

WHEREAS, the City Manager, and those delegated, have budgeting control to ensure efficiency in managing the operations of the City, including authorization of budget transfers as outlined in the Budget Control Policy.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby adopt the Biennial Budget for the fiscal years 2025-2026 and 2026-2027.

BE IT FURTHER RESOLVED that the City Council hereby directs the City Manager to monitor, and control, the expenditures of each department and approve modifications to each department budget within a specified fund, so long as the total expenditures within the fund shall not be greater than the total approved appropriations.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the Finance Director delegated authority to administratively make amendments to the fiscal year 2025-2026 budget for the carryover of unspent fiscal year 2024-2025 appropriations for capital projects, capital procurements, and contractual obligations entered into before June 30, 2025 where sufficient appropriations are not included in the fiscal year 2025-2026 budget. All such amendments shall be clearly recorded in the City financial records and once finalized, these amendments shall be reported 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 17th day of June 2025 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

CONSOLIDATED BUDGET FISCAL YEARS 2025 - 2026 2026 - 2027

EXPLORE OUR BUDGET

The City of Benicia's Digital Budget Book provides our community with an easy to use, interactive and engaging version of our annual publication. Use this site to browse all the departments, agencies and projects that support our Community. Department summaries represent the combined value of all fund activities managed by each department which may include General Fund, Internal Service Funds, Special Revenue Funds, and Enterprise Funds.

PUBLISHED MAY 28, 2025

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CAPITAL PROJECTS

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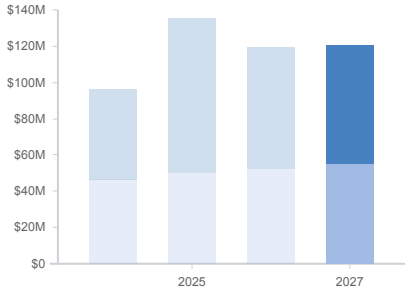
Budget Overview

FY2026 & FY2027

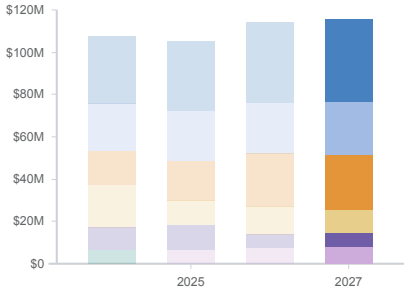
Data Updated Jun 10, 2025, 7:08 AM



$120,220,121.00

Expenses in 2027

Data Updated Jun 10, 2025, 7:08 AM



$115,490,052.00

Revenues in 2027

REVENUES LESS EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Revenues				
Assessments	$1,114,468	$1,103,800	$1,105,662	$1,105,662
Charges for Services	$31,918,163	$33,181,633	$38,181,915	$39,463,129
Donations	$83,170	$90,000	$73,000	$73,000
Fines & Forfeitures	$122,264	$138,500	$139,500	$139,500
Franchise Fee	$2,847,731	$2,385,000	$2,810,000	$2,810,000
Licenses & Permits	$1,137,683	$1,220,415	$1,213,900	$1,234,900
Other Finance Source	$10,506,381	$11,478,961	$6,586,082	$6,301,477
Other Revenues	$951,251	$444,800	$362,500	$362,500
Other Taxes	$1,460,369	$1,670,500	$1,370,000	$1,370,000
Property Taxes	$22,550,831	$23,353,678	$24,091,355	$24,885,935
Revenue from Other	$6,466,954	$3,387,832	$3,520,139	$1,804,989
Sales Tax	$15,614,725	$19,041,833	$24,741,626	$25,350,792
Use of Money & Prop	$6,420,210	$1,336,800	$2,611,800	$2,611,800
Utility Users Tax	$6,337,745	$6,552,988	$7,416,336	$7,976,368
REVENUES TOTAL	**$107,531,946**	**$105,386,740**	**$114,223,815**	**$115,490,052**
Expenses				
Operating				
Capital Outlays	$6,156,548	$20,530,732	$14,052,200	$13,431,700
Cost Allocations	$3,411,466	$3,891,424	$4,511,167	$4,681,416
Other Expenses	$5,101,283	$8,423,278	$4,056,278	$4,328,435
Other Financing Uses	$12,404,989	$17,303,341	$11,186,282	$10,893,377
Prof/Tech Services	$15,152,717	$25,420,922	$23,363,494	$21,610,260
Supplies	$3,926,872	$5,450,618	$5,833,437	$5,835,468
Utilities	$4,039,567	$4,551,513	$4,218,700	$4,289,268
OPERATING TOTAL	**$50,193,443**	**$85,571,828**	**$67,221,558**	**$65,069,924**
Personnel				
Benefits	$15,813,828	$17,844,300	$18,755,109	$20,917,069
Salaries	$30,562,367	$31,940,246	$33,588,951	$34,233,128
PERSONNEL TOTAL	**$46,376,195**	**$49,784,546**	**$52,344,060**	**$55,150,197**
EXPENSES TOTAL	**$96,569,637**	**$135,356,374**	**$119,565,618**	**$120,220,1**

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
REVENUES LESS EXPENSES	$10,962,308	-$29,969,634	-$5,341,803	-$4,730,069

BUDGET HOME

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TRANSMITTAL LETTER

FY2026 & FY2027

June 17, 2025

To the City Council and Community of Benicia,

On behalf of City staff, I am pleased to present the biennial budget for fiscal years (FY) 2025-2026 and 2026-2027. This document includes balanced General Fund budgets for both FY 2025-2026 and FY 2026-2027. These proposed General Fund budgets reflect our continued commitment to responsible fiscal stewardship, sustainable municipal operations, and the long-term prosperity of our community.
What is most important about the General Fund budget is its dramatic departure from previous budgets. This will be the first budget in over six years that will not use one-time monies for ongoing operational expenses. This is truly a balanced budget. For far too long, our City has relied on one-time money, either from our reserves, savings from the prior fiscal year, or Federal grant funds to support ongoing services. This was an unsustainable practice that had to end. Additionally, this budget will, for the first time, have a budgeted contribution to our pension liability trust fund; furthermore, we will be budgeting for capital improvement projects that are years away from being completed, primarily our Marine Debris Removal project. These examples highlight our commitment to invest present resources for our future; a stark reversal from past practice where we sacrificed our future for present-day services.

This new direction is not done without the continued sacrifice of services and greater investment from our residents. This budget will, for the first time in over 40 years, include layoffs. We are reducing the size of our workforce today so we can be in a better position in future years to continue to provide for essential services. A few years ago, our full-time employee count was over 235 employees, but by July 1st it will be less than 218. This budget also reflects new revenue from our community's passage of Measures A, B, and F. We are showing our resiliency as a community, and this budget reflects the years of work our community has invested to right the ship. I am most grateful to my fellow Benicia residents' commitment and belief in Benicia!

Total proposed General Fund expenditures, including transfers, are $65.9 million for FY 2025-2026 and $67.9 million in FY 2026-2027. Total proposed expenditures of All Funds, including transfers, are $119.6 million for FY 2025-2026 and $120.2 million in FY 2026-2027.

Budget Development

On January 7, 2025, the City Council took a critical step toward strengthening Benicia's financial foundation by adopting the Budget Development Policy for FY 2025-2026 and FY 2026-2027. In doing so, the Council also established and created a Budget Sub-Committee, appointing Vice Mayor Macenski and Council Member Largaespada to help guide this effort. This policy serves as both a roadmap and a commitment to fiscal transparency, stability, and long-term planning. The Budget Development Policy outlines both guiding principles for future budget cycles while also providing direction for the current budget cycle. This ensures we can meet today's service needs without losing sight of our long-term fiscal responsibilities. The proposed budgets for FY 2025-2026 and FY 2026- 2027 align with these policy goals.

The passage of Measures A, B, and F contributed to the design of some of the budget policy goals to achieve restorations to maintain service levels. The voters of the City of Benicia approved Measures A and B in March 2024. Measure A increased the Transient Occupancy Tax by 4% from 9% to 13% which went into effect on October 1, 2024 and sunsets in twelve years. Measure B is a 0.75% increase to the sales tax rate for general governmental purposes with citizens' oversight that also went into effect on October 1, 2024 and sunsets in twelve years. Revenue from Measures A and B are included in the budget and are collected in the General Fund and support expenditures for all general governmental functions. Measure F was passed in November 2024 with an effective date of April 1, 2025. Measure F is a 0.5% increase to the sales tax rate for roads-specific

purposes with citizens' oversight and does not sunset unless repealed by the voters. Revenue and Expenditures related to Measure F are included in budget. Revenue from Measure F is included in the proposed budget collected in a separate fund solely dedicated for Measure F revenues. Expenditures are restricted to repairing, maintaining, and enhancing Benicia's streets, potholes, and related sidewalks and storm drains. While Measures A and B assist in balancing the General Fund in the near-term and Measure F assists providing a more sustainable source of revenue for roads projects, these revenue measures alone are not redefining or changing the City's revenue structure. Measures A and B assisted in providing resources to restore budgets that were reduced in the prior biennial budget to maintain current service levels.

As part of the policy adopted by Council, the authorized full time equivalent (FTE) workforce was reduced to 218 FTE positions. The proposed budgets for FY 2025-2026 and FY 2026-2027 go a step further, reducing staffing to 217.75 FTEs through the elimination of five positions. These changes, while necessary, are not made lightly. They require thoughtful reorganization within the affected departments to ensure workload and supervisory responsibilities are realigned effectively and equitably. This staffing reduction also reflects a broader shift in how we deliver services, one that embraces contracting for services when there is a financial benefit to do so, while meeting the community's service level needs.

As positions become vacant, it continues to be important to capture the personnel cost savings rather than redirect those savings to operating budgets. In prior years, the City relied on salary savings from vacant positions to offset overages in expenditure categories such as services, supplies, and equipment. When salary savings were not used to offset current year costs, they contributed to undesignated fund balances, which were applied to offset budget deficits in subsequent years. While this prior practice helped manage short-term budget imbalances, it obscured the actual cost of City operations and limited budget transparency. The Vacancy Factor was first introduced in the FY 2023-2024 and FY 2024-2025 budgets. The vacancy factor was included in the Budget Development Policy and continues in this biennial budget as an effective tool for measuring the true cost of personnel and operating expenses, while also informing decision making around hiring authorizations. The Vacancy Factor functions by reducing total budgeted salary and benefit expenses based on the City's forecasted staffing vacancy rate.

Also included in the Budget Development Policy was the new creation of a General Fund operating contingency to be used for unforeseen operational needs citywide. The proposed budgets include an operating contingency of $0.5 million in both FY 2025-2026 and FY 2026-2027. As a result, contingency amounts throughout operating departments were reduced or eliminated. This new budget tool is intended to bring greater oversight to unplanned budget uses and approval from the Finance Director and City Manager is required.

The proposed budgets for FY 2025-2026 and FY 2026-2027 mark the end of a temporary budget balancing strategy by reinstating contributions to our internal service funds, which had been deferred in the prior two fiscal years. This important course correction resumes our commitment to prudent financial planning, rebuilding reserves for long-term use and strengthening the City's fiscal stability.

The policy includes a directive for General Fund contributions to the capital improvement program, as fiscal resources allow, and identified four categories of contributions. In alignment with this guidance, the FY 2025-2026 and FY 2026-2027 budgets include General Fund contributions in three of the four categories. The exception is the Marina Breakwater project, where contributions are not included due to uncertainties regarding costs and timing of the project. However, design and permitting are moving forward, with associated costs included in the proposed budget utilizing funds from the Marina fund. Construction costs are proposed to be funded from the General Fund Capital/Maintenance reserve at time of award of a construction contract.

As part of our ongoing commitment to transparency and fiscal stewardship, the Council Budget Sub-Committee partnered closely with the City Manager and Finance Department staff to create a process for review and provide input on the proposed budgets. This process included comprehensive departmental budget sessions attended by sub-committee members during the City Manager and Finance Director review of budget requests. The feedback from these meetings resulted in some changes to the requested budgets and recommendations for improvements in budgetary controls and oversight in future budgets. One of the most visible changes is the reallocation of Economic Development funds, which redirects planned service contract expenditures to create a new business grant initiative.

The City Council held two budget study sessions on May 6, 2025, and May 20, 2025, as part of the continued effort to engage thoughtfully with the proposed fiscal year budget. The first study session focused on community investment, featuring grant funding recommendations from the Arts and Culture Commission and the Community Services Commission. Council accepted the grant recommendations without changes. The second study session focused on broader considerations, including reduction to authorized FTE, department budget summaries, and detailed discussions on tourism expenditures and the proposed business grant program. Council made no changes to the information presented and the business grant program

will return to Council for additional direction at a future meeting. The Proposed Budget was presented to City Council on June 3, 2025.

General Fund

The General Fund is the City's largest fund and accounts for the resources and outflows necessary to deliver day-to-day services, excluding water and wastewater. All of the City's discretionary revenues such as property tax, sales tax (including Measures B and C), utility user taxes, cannabis tax, and transient occupancy tax (including Measure A) are recorded in the General Fund. The General Fund budget provides funding for both personnel and operational costs required to deliver city services. This includes appropriations for staff as well as contracted services, materials, equipment, and systems. In addition, the General Fund may provide financial support to other funds as needed, such as the Marina, and some types of debt service.

General Fund budgeted expenditures for FY 2025-2026 include $42.2 million (64%) for personnel and $23.7 million (36%) for operating. FY 2026-2027 includes $44.6 million (66%) for personnel and $23.3 million (34%) for operating.

All Funds

In addition to the General Fund, the City's full budget includes more than 50 "other" funds that are categorized by six fund types: Capital Project, Custodial, Enterprise, Internal Service, Pension Trust, and Special Revenue. While each of these funds plays an important role in shaping the City's overall financial position, they are distinct for specific purposes and are managed separately from the General Fund.

Among these, Enterprise Funds are the most visible of the "other" funds and represent a significant portion of the City's total budget outside the General Fund. Enterprise funds include the Marina, Wastewater, and Water. Both the Wastewater and Water functions are supported by multiple individual funds, which are collectively organized into the Wastewater Enterprise and Water Enterprise budgets. These funds operate more like self-sustaining businesses, with revenues derived from user fees and charges directly tied to the services provided.

Wastewater Enterprise expenditures in FY 2025-2026 consist of $12.7 million (73%) in operating and $4.6 million (27%) in personnel and $16.0 million (77%) in operating and 4.8 million (23%) in FY 2026-2027

Water Enterprise expenditures in FY 2025-2026 consist of $15.3 million (77%) in operating and $4.6 million (23%) in personnel and $11.2 million (56%) in operating and $4.8 million (24%) in FY 2026-2027.

With the passage of Measure F in November of 2024 and an effective date of April 1, 2025, the City now has a dedicated revenue stream to support long-overdue maintenance and improvements of our roads. Measure F funds are allocated to a separate restricted use fund and along with other sources, including a General Fund contribution of $0.5 million, will be used to implement a roads rehabilitation plan designed to improve all streets to a pavement condition index of 70 or higher within 15 years. The proposed budgets include design costs in FY 2025-2026 and construction costs in FY 2026-2027 to begin this much needed work.

Looking Ahead

Transitional Period with Purpose: Continued implementation of the Resiliency Plan is critical to reinforcing our City's financial stability, maintaining services, and equipping Benicia to adapt amid a changing economic landscape.

Modernizing Park Funding: In 2025, we are taking long-overdue action to restructure our Parks, Landscape, and Lighting Assessment District (PLLAD). This update will create a single, citywide district to ensure every property contributes fairly to maintaining and improving our parks, street medians, lighting, and open spaces.

Aligning Our Resources with Priority Based Budgeting: Our budgeting strategy remains rooted in the values and priorities of our community, ensuring that every dollar is directed toward initiatives that deliver the greatest benefit to Benicia's residents.

Preparing for Economic Change: In light of Valero's announcement, we are advancing comprehensive economic analysis and supporting City Council task forces focused on workforce, land use planning, and regional collaboration. This work aims to reimagine economic development and maintain community stability through this significant change.

Significant progress has been made to address the City's structural imbalance. In 2024 alone, we have taken concrete steps to reduce costs, consolidate operations, and establish new revenue sources, such as a hotel tax increase (Measure A), a new sales tax (Measure B) and specific purpose sales tax for roads (Measure F). These efforts have laid an important foundation for Benicia's future. Yet, we still have some work to do.

Gratitude for Teamwork

The progress reflected in this budget would not have been possible without the dedication, collaboration, and thoughtful contributions of our elected officials, staff, and community. I want to express my deep gratitude to the City Council for its leadership and strategic guidance, the Council Budget Sub-Committee for its tireless work and insight, and City staff across all departments for their diligence, adaptability, and unwavering commitment to public service. I am proud to serve alongside such a capable and committed team, and I remain confident in our shared ability to meet the challenges ahead and build a strong, more resilient Benicia.

Sincerely,

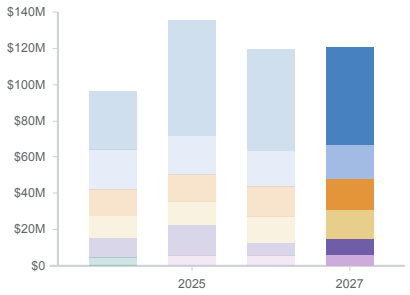
Mario Giuliani
City Manager

DEPARTMENT SUMMARIES

FY2026 & FY2027

EXPENSES

Data Updated Jun 10, 2025, 7:08 AM

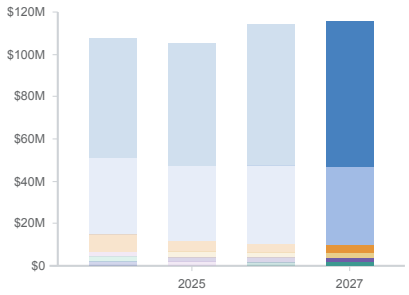


$120,220,121.00

Expenses in 2027

REVENUES

Data Updated Jun 10, 2025, 7:08 AM



$115,490,052.00

Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
ADMINISTRATIVE SERVICES	$3,786,353	$5,011,645	$5,351,210	$5,286,985
CITY ATTORNEY	$757,987	$1,127,500	$1,129,500	$1,131,500
CITY CLERK	$205,401	$319,402	$128,229	$200,988
CITY COUNCIL	$82,037	$87,052	$73,716	$77,116
CITY MANAGER	$3,921,814	$3,034,944	$3,385,827	$3,456,862
CITY TREASURER	$2,498	$3,079	$2,935	$2,935
COMMUNITY SERVICES	$2,831,933	$5,478,100	$5,639,711	$5,726,454
DEVELOPMENT SERVICES	$2,746,832	$5,073,409	$5,021,879	$4,583,324
FINANCE	$3,234,576	$4,241,065	$4,191,795	$4,420,474
FIRE	$12,151,872	$13,372,336	$14,289,355	$15,354,381
GENERAL SERVICES	$10,462,080	$16,616,095	$7,208,310	$9,221,636
HUMAN SERVICES	$242,844	$325,312	$186,584	$186,932
PARKS & COMMUNITY SERVICES	$4,418,737	$0	$0	$0
POLICE	$14,440,193	$15,260,833	$16,395,923	$17,149,085
PUBLIC WORKS	$32,523,777	$63,775,726	$56,560,644	$53,421,449
UNDESIGNATED	$4,760,704	$1,629,876	$0	$0
TOTAL	**$96,569,637**	**$135,356,374**	**$119,565,618**	**$120,220,121**

REVENUES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
ADMINISTRATIVE SERVICES	$748,701	$1,145,247	$893,406	$933,577
CITY ATTORNEY	$123,166	$3,000	$0	$0
CITY CLERK	$462	$0	$3,135	$3,292
CITY MANAGER	$2,323,727	$342,500	$70,838	$71,0

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
COMMUNITY SERVICES	$1,371,049	$2,688,949	$2,399,612	$2,420,742
DEVELOPMENT SERVICES	$1,506,656	$2,197,145	$2,456,454	$1,987,187
FINANCE	$1,947,359	$1,893,335	$1,402,535	$1,438,503
FIRE	$1,205,351	$1,479,500	$1,540,354	$1,574,411
GENERAL SERVICES	$56,616,701	$58,325,503	$67,145,649	$68,734,286
HUMAN SERVICES	$137,300	$209,411	$175,000	$175,000
PARKS & COMMUNITY SERVICES	$1,931,162	$0	$0	$0
POLICE	$1,821,641	$1,586,260	$1,338,408	$1,342,820
PUBLIC WORKS	$35,981,562	$35,315,890	$36,798,424	$36,809,154
UNDESIGNATED	$1,817,109	$200,000	$0	$0
TOTAL	**$107,531,946**	**$105,386,740**	**$114,223,815**	**$115,490,052**

POSITION ALLOCATIONS

Departments Description	FY2026	FY2027
FTE		
ADMINISTRATIVE SERVICES	11.75	11.75
CITY CLERK	0.5	0.5
CITY MANAGER	4.5	4.5
COMMUNITY SERVICES	16	16
DEVELOPMENT SERVICES	12	13
FINANCE	13	13
FIRE	38	37
POLICE	48	48
PUBLIC WORKS	74	74
FTE	**217.75**	**217.75**

SEE DETAILED DEPARTMENT PAGES BELOW

SEE DETAILED DIVISION PAGES BELOW

Central Services
Administrative Services
City Attorney's Office
City Clerk
City Manager's Office
City Treasurer
Finance

Public Safety
Police
Fire

Community Resources & Infrastructure
Community Services
Development Services
Public Works Non-Enterprise
Public Works Wastewater Enterprise
Public Works Water Enterprise

Administrator's Services
Human Resources
Information Technology

City Manager's Office
Economic Development

Community Services
Library
Recreation

Development Services
Building Inspection
Planning

Public Works Non-Enterprise
Administration
Building Maintenance
Fleet Maintenance
Parks
Storm Water Project
Street Maintenance

Public Works Water Enterprise
Water Maintenance
Water Treatment

Public Works Wastewater Enterprise
Wastewater Maintenance
Wastewater Treatment

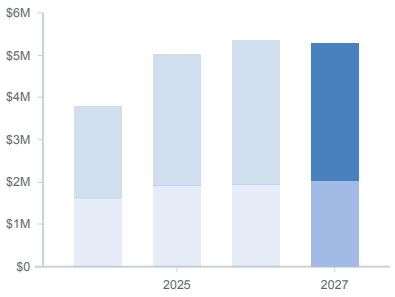
ADMINISTRATIVE SERVICES

FY2026 & FY2027

DEPARTMENT OVERVIEW

EXPENSES

Data Updated Jun 10, 2025, 7:08 AM



$5,286,985.00

Expenses in 2027

REVENUES

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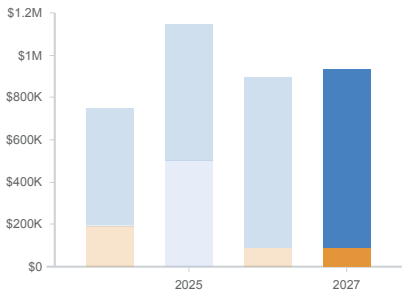

$933,577.00

Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Operating				
Prof/Tech Services	$1,827,610	$2,768,830	$2,834,500	$2,771,825
Supplies	$96,042	$205,630	$409,100	$333,900
Utilities	$86,037	$86,400	$81,800	$83,500
Capital Outlays	$167,389	$4,500	$5,000	$5,000
Other Expenses	$21,325	$27,387	$39,547	$42,274
Cost Allocations	$0	$400	$28,390	$29,810
OPERATING TOTAL	**$2,198,403**	**$3,093,147**	**$3,398,337**	**$3,266,309**
Personnel				
Salaries	$1,107,176	$1,250,991	$1,315,184	$1,352,839
Benefits	$480,774	$667,507	$637,689	$667,837
PERSONNEL TOTAL	**$1,587,950**	**$1,918,498**	**$1,952,873**	**$2,020,676**
TOTAL	**$3,786,353**	**$5,011,645**	**$5,351,210**	**$5,286,985**

REVENUES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Charges for Services	$552,919	$645,247	$803,406	$843,577
Other Finance Source	$5,385	$500,000	$0	$0
Use of Money & Prop	$190,397	$0	$90,000	$90,000
TOTAL	**$748,701**	**$1,145,247**	**$893,406**	**$933,577**

POSITION ALLOCATIONS

Position Name	FY2026	FY2027
FTE		
GIS COORDINATOR	1	1
HUMAN RESOURCES ANALYST I	1	1
HUMAN RESOURCES ANALYST II	0.75	0.75
HUMAN RESOURCES MANAGER	1	1
HUMAN RESOURCES TECHNICIAN	1	1
INFORMATION TECHNOLOGY ASST	3	3
INFORMATION TECHNOLOGY MANAGER	1	1
IT ANALYST II	2	2
SENIOR HUMAN RESOURCES TECH	1	1
FTE	**11.75**	**11.75**

HUMAN RESOURCES

INFORMATION TECHNOLOGY

HUMAN RESOURCES

FY2026 & FY2027

DIVISION OVERVIEW

The Human Resources (HR) Division is responsible for all employee and employment-related services for the City of Benicia. From recruitment and testing of applicants to the end of an employee's career with the City, the division administers a wide array of programs (i.e., benefits, training, etc.), policies, and processes in support of a successful workforce. HR coordinates Citywide employee/employer relations activities, including contract negotiation and administration, as well as working with all departments to implement positive employee relations programs to manage and resolve employment-related concerns. The division coordinates the Citywide Safety Committee.

EXPENSES

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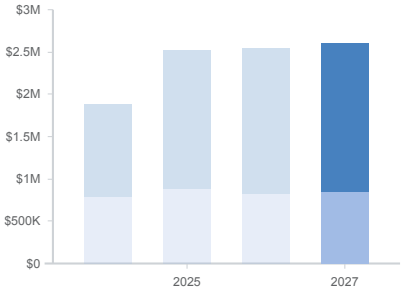

$2,601,823.00
Expenses in 2027

REVENUES

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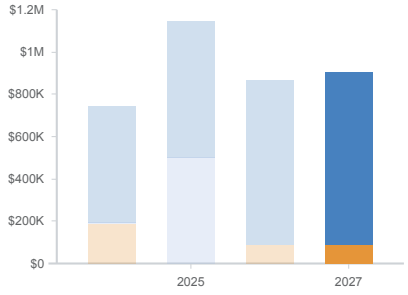

$903,993.00
Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Operating				
Prof/Tech Services	$1,037,574	$1,540,130	$1,631,300	$1,657,825
Supplies	$40,901	$71,430	$69,000	$69,000
Other Expenses	$10,022	$18,014	$20,061	$21,814
Capital Outlays	$1,595	$2,500	$2,000	$2,000
Utilities	$756	$1,000	$1,000	$1,000
Cost Allocations	$0	$400	$215	$226
OPERATING TOTAL	**$1,090,848**	**$1,633,474**	**$1,723,576**	**$1,751,865**
Personnel				
Salaries	$567,721	$598,461	$572,333	$588,613
Benefits	$220,791	$284,555	$250,374	$261,345
PERSONNEL TOTAL	**$788,512**	**$883,016**	**$822,707**	**$849,958**

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
TOTAL	**$1,879,360**	**$2,516,490**	**$2,546,283**	**$2,601,823**

REVENUES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Charges for Services	$552,919	$645,247	$775,231	$813,993
Other Finance Source	$5,321	$500,000	$0	$0
Use of Money & Prop	$185,065	$0	$90,000	$90,000
TOTAL	**$743,305**	**$1,145,247**	**$865,231**	**$903,993**

POSITION ALLOCATIONS

Position Name	FY2026	FY2027
FTE		
HUMAN RESOURCES TECHNICIAN	1	1
HUMAN RESOURCES ANALYST II	0.75	0.75
HUMAN RESOURCES MANAGER	1	1
HUMAN RESOURCES ANALYST I	1	1
SENIOR HUMAN RESOURCES TECH	1	1
FTE	**4.75**	**4.75**

DIVISION OVERVIEW

The Information Technology Division (IT) has the responsibility of supporting and maintaining network connectivity, all IT-related hardware, approved software, and operating systems used by the City. In addition, the division is responsible for supporting and maintaining core applications, integration of new hardware/software enhancements, and ensuring new systems are developed and deployed holistically. Further, this division is also responsible for ensuring the security of the environment by maintaining anti-virus tools and backups for all application servers. The IT Division ensures that all electronic transactions of the City are carried out in the most efficient and secure manner.

EXPENSES

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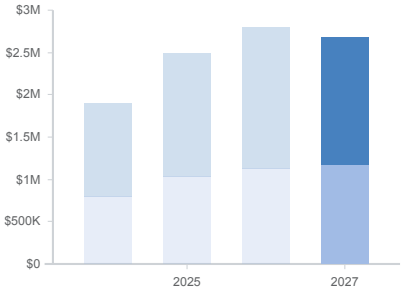

$2,685,162.00
Expenses in 2027

REVENUES

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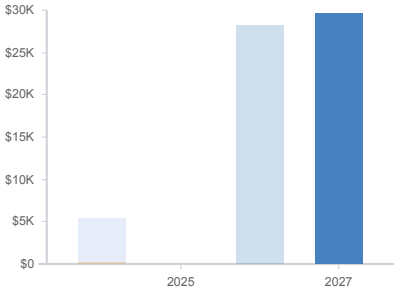

$29,584.00
Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Operating				
Prof/Tech Services	$790,037	$1,228,700	$1,203,200	$1,114,000
Supplies	$55,140	$134,200	$340,100	$264,900
Utilities	$85,282	$85,400	$80,800	$82,500
Capital Outlays	$165,793	$2,000	$3,000	$3,000
Other Expenses	$11,303	$9,373	$19,486	$20,460
Cost Allocations	$0	$0	$28,175	$29,584
OPERATING TOTAL	**$1,107,555**	**$1,459,673**	**$1,674,761**	**$1,514,444**
Personnel				
Salaries	$539,454	$652,530	$742,851	$764,226
Benefits	$259,983	$382,952	$387,315	$406,492
PERSONNEL TOTAL	**$799,438**	**$1,035,482**	**$1,130,166**	**$1,170,718**

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
TOTAL	**$1,906,992**	**$2,495,155**	**$2,804,927**	**$2,685,162**

REVENUES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Charges for Services	$0	$0	$28,175	$29,584
Use of Money & Prop	$5,333	$0	$0	$0
Other Finance Source	$64	$0	$0	$0
TOTAL	**$5,396**	**$0**	**$28,175**	**$29,584**

POSITION ALLOCATIONS

Position Name	FY2026	FY2027
FTE		
IT ANALYST II	2	2
INFORMATION TECHNOLOGY MANAGER	1	1
GIS COORDINATOR	1	1
INFORMATION TECHNOLOGY ASST	3	3
FTE	**7**	**7**

DEPARTMENT OVERVIEW

The City Attorney's Office provides legal services for the City. Legal services include litigation, code enforcement, and legal advice. To support the City Council in its policy-making role, the City Attorney prepares opinions, drafts or reviews agreements and other legal documents, and prepares or reviews ordinances and resolutions as part of the advice services. Since the City is a full-service City providing water, wastewater, police, fire, parks, and community services, the City Attorney provides advice on a wide range of topics. The City Attorney staffs multiple boards and commissions and trains each board and commission on a yearly basis on the City's Open Government principles and provides other training as needed. The City contracts for legal services through Burke, Williams, and Sorensen LLP, and Ben Stock serves as the City Attorney, and is assisted by a team that provides legal representation tailored to the City's needs.
CITY ATTORNEY

EXPENSES

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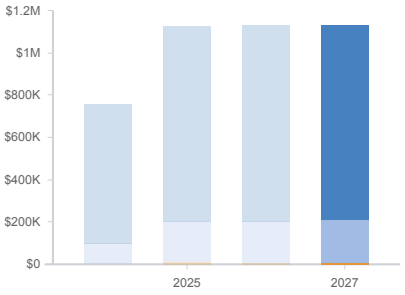

$1,131,500.00
Expenses in 2027

REVENUES

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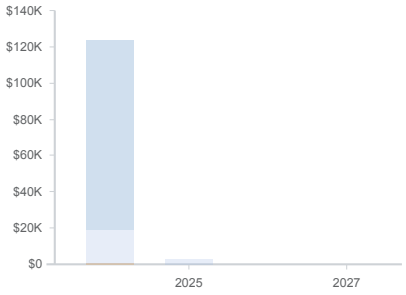

$0.00
Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Operating				
Other Expenses	$96,720	$191,000	$198,000	$200,000
Prof/Tech Services	$659,267	$926,500	$926,500	$926,500
Supplies	$2,000	$10,000	$5,000	$5,000
OPERATING TOTAL	**$757,987**	**$1,127,500**	**$1,129,500**	**$1,131,500**
TOTAL	**$757,987**	**$1,127,500**	**$1,129,500**	**$1,131,500**

REVENUES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Other Revenues	$104,287	$0	$0	$0
Use of Money & Prop	$18,251	$3,000	$0	$0
Other Finance Source	$627	$0	$0	$0
TOTAL	**$123,166**	**$3,000**	**$0**	**$0**

BUDGET HOME

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CITY CLERK

FY2026 & FY2027

DEPARTMENT OVERVIEW

The City Clerk is the official record-keeper for the City and has the responsibility of preparing Council meeting agendas and ensuring that all actions made by the City Council are recorded accurately. The City Clerk is also the City's official election officer and is responsible for processing petitions related to initiatives, referenda, or recall, as well as conducting municipal and special elections.

EXPENSES

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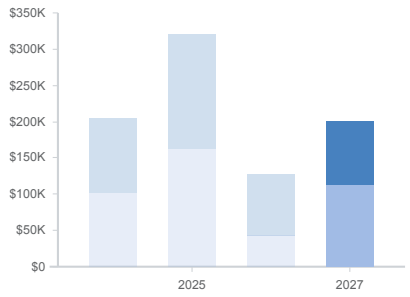

$200,988.00

Expenses in 2027

REVENUES

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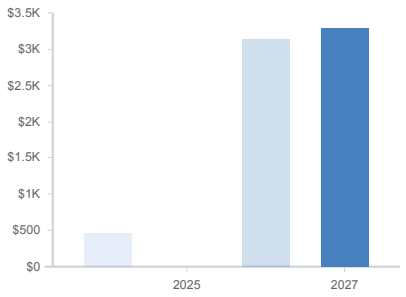

$3,292.00

Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Operating				
Cost Allocations	$0	$0	$3,135	$3,292
Other Expenses	$1,239	$1,394	$1,479	$1,553
Prof/Tech Services	$98,419	$156,000	$29,100	$103,600
Supplies	$1,895	$4,500	$8,800	$3,700
OPERATING TOTAL	**$101,553**	**$161,894**	**$42,514**	**$112,145**
Personnel				
Benefits	$47,445	$67,983	$30,786	$32,288
Salaries	$56,402	$89,525	$54,929	$56,555
PERSONNEL TOTAL	**$103,848**	**$157,508**	**$85,715**	**$88,843**
TOTAL	**$205,401**	**$319,402**	**$128,229**	**$200,988**

REVENUES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Charges for Services	$0	$0	$3,135	$3,292
Use of Money & Prop	$462	$0	$0	$0
TOTAL	**$462**	**$0**	**$3,135**	**$3,292**

POSITION ALLOCATIONS

Position Name	FY2026	FY2027
FTE		
DEPUTY CITY CLERK	0.5	0.5
FTE	**0.5**	**0.5**

BUDGET HOME

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DEPARTMENT OVERVIEW

The City Council is the legislative and policy-making body for the City, responsible for enacting City ordinances, appropriating funds to conduct City business, and providing policy direction to City staff. The Mayor is elected separately from the four Council members. While all have the same duties and responsibilities, the Mayor has the additional responsibility of presiding over City Council meetings. The City Council sets policy that governs the City in a manner which is both financially sound as well as responsive to the needs and concerns of the community. The City Council appoints the City Manager and the City Attorney.

EXPENSES

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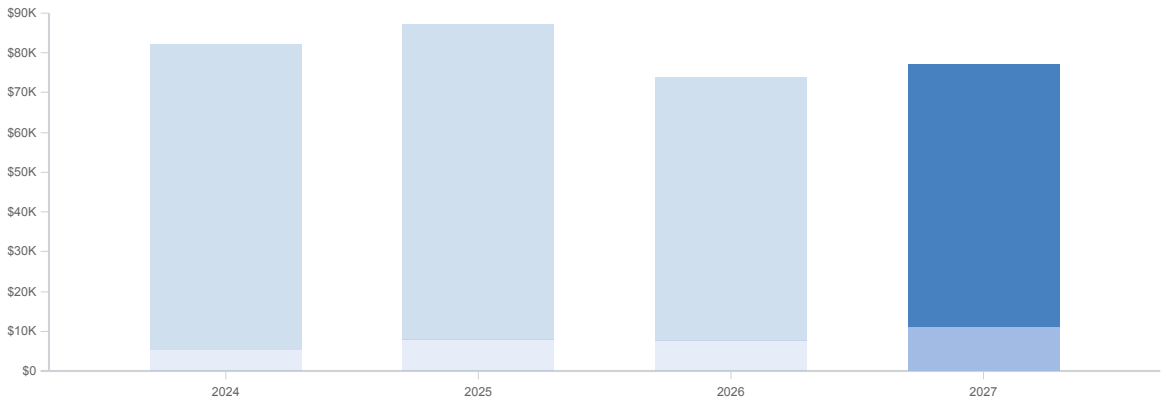

$77,116.00
Expenses in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Operating				
Other Expenses	$484	$544	$0	$0
Prof/Tech Services	$2,707	$2,900	$1,600	$1,600
Supplies	$2,041	$4,275	$6,000	$9,400
OPERATING TOTAL	**$5,232**	**$7,719**	**$7,600**	**$11,000**
Personnel				
Benefits	$52,735	$54,227	$42,046	$42,046
Salaries	$24,070	$25,106	$24,070	$24,070
PERSONNEL TOTAL	**$76,806**	**$79,333**	**$66,116**	**$66,116**
TOTAL	**$82,037**	**$87,052**	**$73,716**	**$77,116**

DEPARTMENT OVERVIEW

The City Manager is appointed by the City Council to provide professional leadership in the administration of all City services, activities, and facilities, including the execution of policies formulated by the City Council, the appointment of all City staff, except the City Attorney, and planning and execution of strategies to meet the current and future needs of the City. The City Manager's Office prepares City Council meeting agendas and reports, produces, and disseminates City information, and promotes the City's best interests. The City Manager's Office includes Economic Development and Human Resources.

EXPENSES

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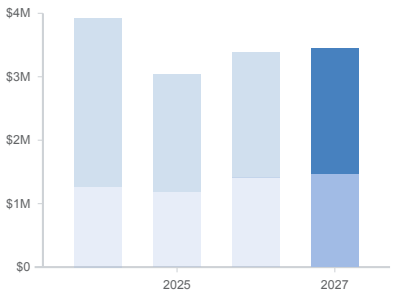

$3,456,862.00
Expenses in 2027

REVENUES

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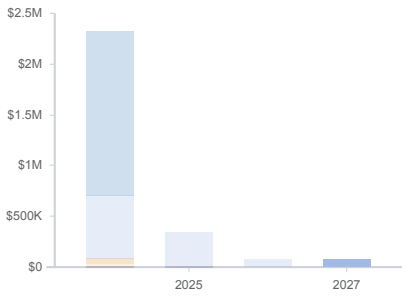

$71,080.00
Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Operating				
Prof/Tech Services	$988,569	$1,317,510	$1,434,120	$1,486,521
Other Expenses	$1,292,509	$30,587	$21,295	$22,360
Other Financing Uses	$50,647	$311,300	$311,400	$278,400
Supplies	$73,826	$94,500	$134,400	$133,800
Cost Allocations	$61,491	$63,336	$69,757	$71,947
Capital Outlays	$187,183	$33,200	$1,500	$1,500
Utilities	$4,996	$5,400	$5,000	$5,000
OPERATING TOTAL	**$2,659,220**	**$1,855,833**	**$1,977,472**	**$1,999,528**
Personnel				
Salaries	$906,866	$791,920	$970,504	$996,907
Benefits	$355,728	$387,191	$437,851	$460,427
PERSONNEL TOTAL	**$1,262,594**	**$1,179,111**	**$1,408,355**	**$1,457,334**

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
TOTAL	**$3,921,814**	**$3,034,944**	**$3,385,827**	**$3,456,862**

REVENUES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Other Finance Source	$1,615,413	$0	$0	$0
Use of Money & Prop	$624,548	$334,500	$66,000	$66,000
Other Revenues	$48,291	$0	$0	$0
Charges for Services	$27,699	$0	$4,838	$5,080
Other Taxes	$7,775	$8,000	$0	$0
TOTAL	**$2,323,727**	**$342,500**	**$70,838**	**$71,080**

POSITION ALLOCATIONS

Position Name	FY2026	FY2027
FTE		
CITY MANAGER	1	1
DEPUTY CITY CLERK	0.5	0.5
DEPUTY CITY MANAGER	1	1
ECONOMIC DEVELOPMENT MGR II	1	1
MANAGEMENT ANALYST II	1	1
FTE	**4.5**	**4.5**

ECONOMIC DEVELOPMENT

BUDGET HOME

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DIVISION OVERVIEW

The Economic Development Division supports the economic prosperity of businesses in the Benicia Industrial Park, commercial centers, and downtown that produce jobs and contribute to the City's fiscal health. The division supports Citywide communications, countywide economic partnerships, and Citywide real estate management. Specifically, staff supports Benicia Art Walk, provides Measure C oversight, and is the City liaison to the Downtown Business Improvement District as well as supports the Economic Development Board. The division remains focused on the retention, expansion, and attraction of businesses that contribute to Benicia's economic vitality.

EXPENSES

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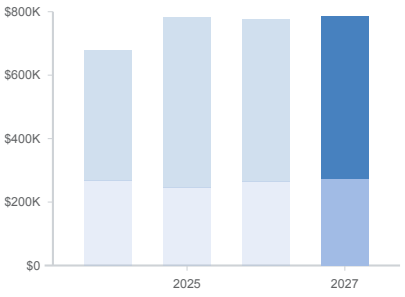
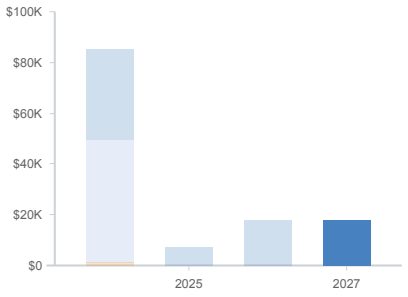


$787,263.00
Expenses in 2027

REVENUES

Data Updated Jun 10, 2025, 7:08 AM



$18,000.00
Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Operating				
Prof/Tech Services	$327,207	$447,000	$429,600	$430,600
Cost Allocations	$42,396	$43,668	$44,759	$46,102
Supplies	$28,353	$35,700	$31,600	$31,600
Other Expenses	$8,178	$9,199	$4,402	$4,622
Utilities	$2,133	$2,000	$1,200	$1,200
Capital Outlays	$692	$0	$0	$0
OPERATING TOTAL	**$408,960**	**$537,567**	**$511,561**	**$514,124**
Personnel				
Salaries	$185,480	$172,356	$180,503	$185,904
Benefits	$83,829	$72,919	$83,478	$87,235
PERSONNEL TOTAL	**$269,309**	**$245,275**	**$263,981**	**$273,139**

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
TOTAL	**$678,269**	**$782,842**	**$775,542**	**$787,263**

REVENUES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Use of Money & Prop	$35,616	$7,500	$18,000	$18,000
Other Revenues	$48,291	$0	$0	$0
Other Finance Source	$1,197	$0	$0	$0
TOTAL	**$85,104**	**$7,500**	**$18,000**	**$18,000**

POSITION ALLOCATIONS

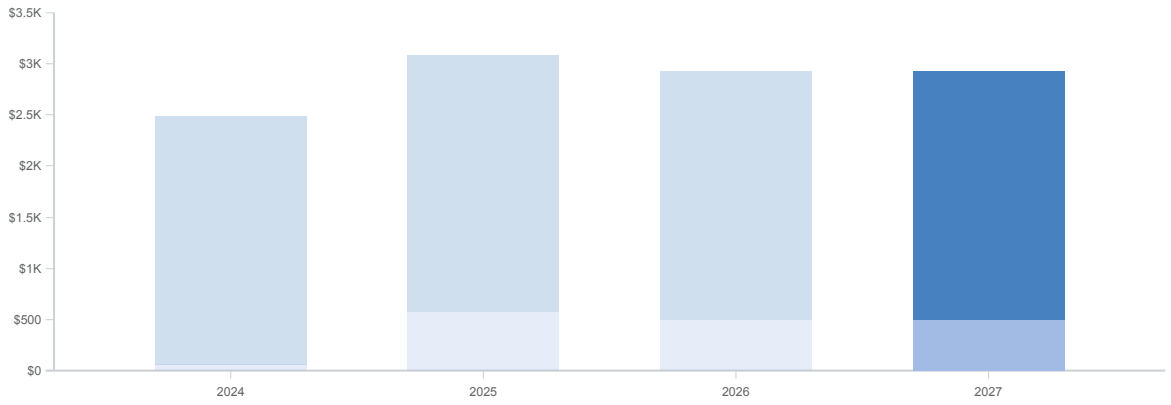
Position Name	FY2026	FY2027
FTE		
ECONOMIC DEVELOPMENT MGR II	1	1
FTE	**1**	**1**

DEPARTMENT OVERVIEW

State of California law requires General Law cities, such as Benicia, to have either an elected or appointed City Treasurer. The primary responsibilities of the Treasurer currently include serving on the Local Tax Oversight Board, which reviews the tax receipts from local revenue measures. The Treasurer also reviews the City's monthly warrant registers and the City's Quarterly Investment Reports to ensure that the investment strategy remains consistent with the City's Investment Policy objectives, current law, and economic trends.

EXPENSES

Data Updated Jun 10, 2025, 7:08 AM



$2,935.00
Expenses in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Operating				
Other Expenses	$63	$71	$0	$0
Prof/Tech Services	$0	$300	$500	$500
Supplies	$0	$200	$0	$0
OPERATING TOTAL	**$63**	**$571**	**$500**	**$500**
Personnel				
Benefits	$35	$36	$35	$35
Salaries	$2,400	$2,472	$2,400	$2,400
PERSONNEL TOTAL	**$2,435**	**$2,508**	**$2,435**	**$2,435**
TOTAL	**$2,498**	**$3,079**	**$2,935**	**$2,935**

COMMUNITY SERVICES

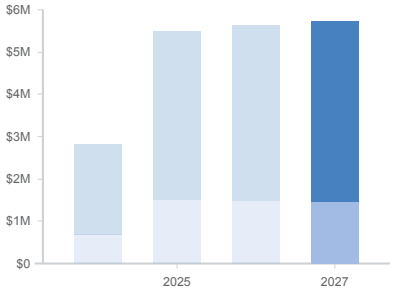
FY2026 & FY2027

DEPARTMENT OVERVIEW

The Community Services Department is comprised of the Library & Cultural Services Division, and the Recreation Services Division, both of which provide programs and services to the Benicia community, Solano County residents, and visitors alike. The Department oversees many valuable facilities, including the Community Center, the Benicia Public Library, the James Lemos Pool, the City Gymnasium, the Benicia Senior Center, and public recreation spaces, that are essential to the Benicia community. The Community Services Department provides staff liaisons and oversight to the Arts and Culture Commission and the Community Services Commission.

EXPENSES

Data Updated Jun 10, 2025, 7:08 AM

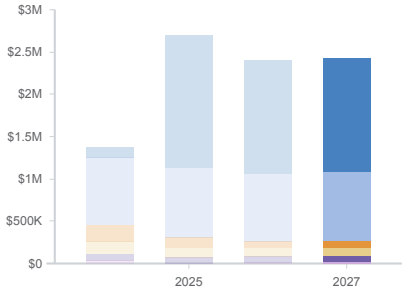


$5,726,454.00

Expenses in 2027

REVENUES

Data Updated Jun 10, 2025, 7:08 AM



$2,420,742.00

Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Personnel				
Salaries	$1,664,989	$3,000,513	$3,151,369	$3,221,098
Benefits	$474,885	$983,670	$1,009,743	$1,058,368
PERSONNEL TOTAL	**$2,139,874**	**$3,984,183**	**$4,161,112**	**$4,279,466**
Operating				
Prof/Tech Services	$215,373	$671,665	$647,753	$656,393
Supplies	$236,980	$367,509	$377,471	$377,496
Other Expenses	$188,005	$374,873	$324,120	$332,514
Capital Outlays	$38,371	$59,000	$87,500	$37,500
Cost Allocations	$6,330	$6,520	$29,295	$30,625
Utilities	$7,000	$14,350	$12,460	$12,460
OPERATING TOTAL	**$692,058**	**$1,493,917**	**$1,478,599**	**$1,446,988**

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
TOTAL	**$2,831,933**	**$5,478,100**	**$5,639,711**	**$5,726,454**

REVENUES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Charges for Services	$121,444	$1,554,000	$1,337,112	$1,338,242
Sales Tax	$797,850	$825,000	$800,000	$820,000
Revenue from Other	$196,444	$122,949	$82,000	$82,000
Other Finance Source	$150,761	$111,000	$100,000	$100,000
Donations	$68,962	$70,000	$72,500	$72,500
Use of Money & Prop	$31,272	$5,000	$6,000	$6,000
Fines & Forfeitures	$2,773	$0	$1,000	$1,000
Other Revenues	$1,543	$1,000	$1,000	$1,000
TOTAL	**$1,371,049**	**$2,688,949**	**$2,399,612**	**$2,420,742**

Community Services

Position Name	FY2026	FY2027
FTE		
ADMIN CLERK II	1	1
ADMIN SECRETARY	1	1
COMMUNITY SERVICES DIRECTOR	1	1
LIBRARIAN II	2	2
LIBRARY SUPERINTENDENT	1	1
LIBRARY TECHNICIAN II	3	3
LITERACY PROGRAM SUPERVISOR	1	1
RECREATION COORDINATOR	1	1
RECREATION MANAGER	3	3
SENIOR LIBRARIAN	2	2
FTE	**16**	**16**

LIBRARY

RECREATION

LIBRARY

FY2026 & FY2027

DIVISION OVERVIEW

The Benicia Public Library provides a wide range of programs and services to educate, inspire, and entertain the community. It connects patrons with valuable resources in multiple formats while also facilitating interlibrary loans. In addition to traditional library, the Library offers support for career development, GED preparation, adult literacy, and English as a Second Language. Patrons have free access to high-speed internet via public computers and Wi-Fi that can be accessed via personal devices. The Library serves as the "Librarian of Record" for the Benicia Unified School District, ensuring professional oversight of collections and services that support students and curriculum needs. Additionally, the Library fosters cultural engagement by hosting concerts, dance demonstrations, and literary events. Finally, the Board of Library Trustees appoints the City's Poet Laureate and oversees artwork displayed in the Marilyn Citron O'Rourke Gallery.

EXPENSES

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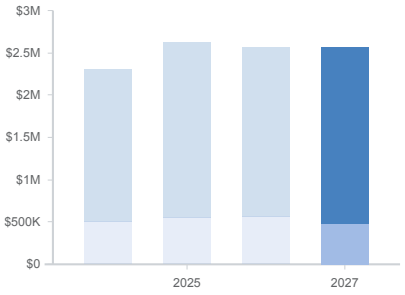

$2,565,510.00

Expenses in 2027

REVENUES

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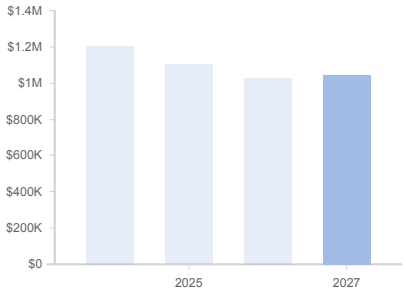

$1,045,389.00

Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Personnel				
Salaries	$1,355,993	$1,484,615	$1,469,972	$1,511,902
Benefits	$440,779	$587,114	$544,896	$569,745
PERSONNEL TOTAL	**$1,796,772**	**$2,071,729**	**$2,014,868**	**$2,081,647**
Operating				
Supplies	$224,563	$238,049	$248,500	$248,500
Prof/Tech Services	$208,358	$220,150	$210,275	$182,475
Other Expenses	$31,038	$62,712	$29,047	$30,499
Capital Outlays	$38,371	$29,000	$55,000	$5,000
Utilities	$7,000	$6,750	$7,000	$7,000
Cost Allocations	$0	$0	$9,895	$10,3

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
OPERATING TOTAL	**$509,330**	**$556,661**	**$559,717**	**$483,863**
TOTAL	**$2,306,101**	**$2,628,390**	**$2,574,585**	**$2,565,510**

REVENUES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Sales Tax	$797,850	$825,000	$800,000	$820,000
Revenue from Other	$196,444	$122,949	$82,000	$82,000
Charges for Services	$118,509	$84,000	$69,895	$70,389
Donations	$68,790	$70,000	$70,000	$70,000
Use of Money & Prop	$16,229	$0	$1,000	$1,000
Fines & Forfeitures	$2,773	$0	$1,000	$1,000
Other Revenues	$1,543	$1,000	$1,000	$1,000
Other Finance Source	$323	$0	$0	$0
TOTAL	**$1,202,461**	**$1,102,949**	**$1,024,895**	**$1,045,389**

POSITION ALLOCATIONS

Position Name	FY2026	FY2027
FTE		
ADMIN SECRETARY	1	1
SENIOR LIBRARIAN	2	2
LIBRARIAN II	2	2
LIBRARY SUPERINTENDENT	1	1
LITERACY PROGRAM SUPERVISOR	1	1
LIBRARY TECHNICIAN II	3	3
FTE	**10**	**10**

DIVISION OVERVIEW

EXPENSES

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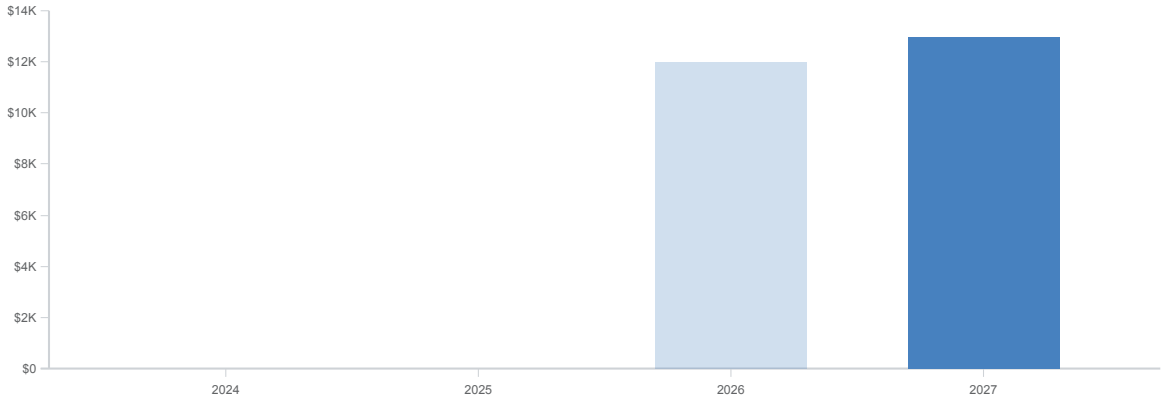

$12,973.00
Expenses in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Personnel				
Benefits	$0	$0	$12,013	$12,973
PERSONNEL TOTAL	**$0**	**$0**	**$12,013**	**$12,973**
TOTAL	**$0**	**$0**	**$12,013**	**$12,973**

RECREATION

FY2026 & FY2027

DIVISION OVERVIEW

The Recreation Services Division is housed at the Benicia Community Center and is responsible for special events, indoor and outdoor facility rentals, aquatics, adult and youth sports, senior programs, afterschool and preschool programs and summer camps. The Department is committed to providing affordable, quality offerings to the Benicia community and beyond. Additionally, this Division oversees the Sports Board which schedules and allocates athletic facilities to local sports organizations. The Community Resource Center, which is also located at the Community Center, connects families and seniors in the Benicia community with valuable resources and information that may be needed to help maintain a stable and healthy home.

EXPENSES

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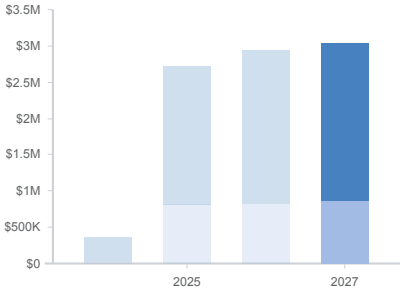

$3,041,088.00

Expenses in 2027

REVENUES

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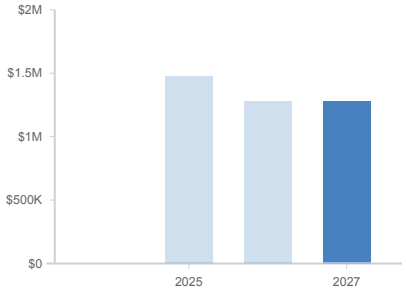

$1,275,353.00

Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Personnel				
Salaries	$308,996	$1,515,898	$1,681,397	$1,709,196
Benefits	$34,106	$396,556	$452,834	$475,650
PERSONNEL TOTAL	**$343,103**	**$1,912,454**	**$2,134,231**	**$2,184,846**
Operating				
Prof/Tech Services	$15	$436,115	$437,478	$473,918
Other Expenses	$0	$214,161	$195,073	$202,015
Supplies	$8,949	$129,460	$128,971	$128,996
Capital Outlays	$0	$30,000	$32,500	$32,500
Cost Allocations	$0	$0	$12,717	$13,353
Utilities	$0	$7,600	$5,460	$5,460
OPERATING TOTAL	**$8,964**	**$817,336**	**$812,199**	**$856,242**

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
TOTAL	**$352,067**	**$2,729,790**	**$2,946,430**	**$3,041,088**

REVENUES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Charges for Services	$2,935	$1,470,000	$1,267,217	$1,267,853
Use of Money & Prop	$0	$5,000	$5,000	$5,000
Donations	$0	$0	$2,500	$2,500
TOTAL	**$2,935**	**$1,475,000**	**$1,274,717**	**$1,275,353**

POSITION ALLOCATIONS

Position Name	FY2026	FY2027
FTE		
RECREATION COORDINATOR	1	1
RECREATION MANAGER	3	3
ADMIN CLERK II	1	1
COMMUNITY SERVICES DIRECTOR	1	1
FTE	**6**	**6**

DEPARTMENT OVERVIEW

The Development Services Department is committed to enhancing the quality of life for all who work, live, and own property in Benicia. The department provides services to the community through land use, construction permit and inspection services and cross-department coordination. The department focuses on both current and long-term planning, including housing, commercial development, historic preservation, policy analysis, zoning, and permit compliance. The Department staffs several boards, commissions, and committees. The Development Services Department also collaborates with other government agencies for housing and transportation planning.

EXPENSES

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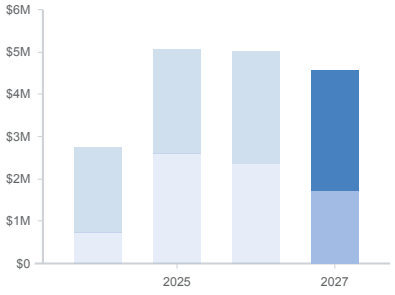

$4,583,324.00
Expenses in 2027

REVENUES

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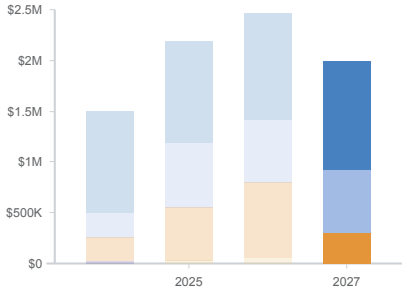

$1,987,187.00
Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Personnel				
Salaries	$1,388,096	$1,637,733	$1,815,808	$1,775,544
Benefits	$627,582	$819,720	$837,213	$1,074,832
PERSONNEL TOTAL	**$2,015,679**	**$2,457,453**	**$2,653,021**	**$2,850,376**
Operating				
Prof/Tech Services	$487,599	$1,653,168	$2,263,208	$1,624,589
Other Expenses	$111,062	$592,732	$44,143	$46,351
Capital Outlays	$107,370	$292,899	$7,000	$7,000
Supplies	$16,025	$32,784	$37,600	$37,600
Cost Allocations	$3,266	$33,010	$10,007	$10,508
Utilities	$5,830	$11,363	$6,900	$6,900
OPERATING TOTAL	**$731,154**	**$2,615,956**	**$2,368,858**	**$1,732,948**

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
TOTAL	**$2,746,832**	**$5,073,409**	**$5,021,879**	**$4,583,324**

REVENUES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Licenses & Permits	$1,005,670	$1,005,415	$1,043,900	$1,064,900
Charges for Services	$245,463	$639,300	$617,374	$630,098
Revenue from Other	$235,850	$517,430	$747,430	$292,189
Other Finance Source	$643	$30,000	$47,750	$0
Use of Money & Prop	$15,676	$0	$0	$0
Other Revenues	$0	$5,000	$0	$0
Fines & Forfeitures	$3,354	$0	$0	$0
TOTAL	**$1,506,656**	**$2,197,145**	**$2,456,454**	**$1,987,187**

POSITION ALLOCATIONS

Position Name	FY2026	FY2027
FTE		
ASSISTANT PLANNER	1	1
ASSOCIATE PLANNER	1	1
ASST CITY MGR/COMM DEV DIR	1	1
BUILDING INSPECTION SUPERVISOR	1	1
BUILDING INSPECTOR I	1	1
COMMUNITY DEV COORDINATOR	1	1
COMMUNITY PRESERVATION OFFICER	0	1
DEPUTY CDD DIR/BLDG OFFICIAL	1	1
DEVELOPMENT SERVICES TECH I	1	1
DEVELOPMENT SERVICES TECH II	1	1
PERMIT SERVICES SPECIALIST	1	1
PLANNING MANAGER	1	1
SENIOR MGMNT ANALYST	1	1
FTE	**12**	**13**

Building Safety

Planning

BUILDING INSPECTION

FY2026 & FY2027

DIVISION OVERVIEW

The Building Safety Division is responsible for enforcing building codes, standards, ordinances and laws as they relate to the "built environment". Building Safety coordinates the review of building projects, oversees inspection services, and issues building, mechanical, electrical and plumbing permits. The Division also facilitates development engineering review and inspection services on private property, such as for erosion and sediment control and grading permits. The Building Division also staffs the Building Code Board of Appeals.

EXPENSES

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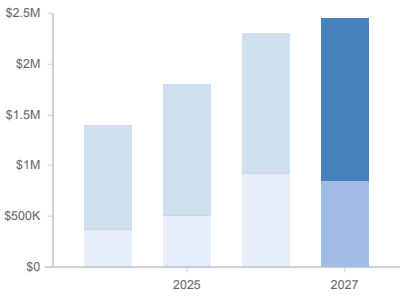

$2,449,102.00

Expenses in 2027

REVENUES

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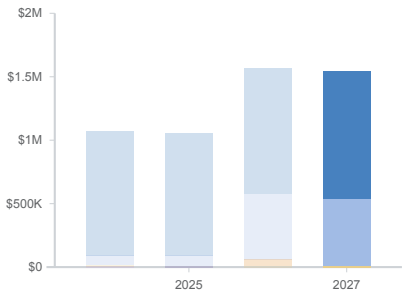

$1,549,724.00

Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Personnel				
Salaries	$703,308	$879,350	$945,279	$1,028,850
Benefits	$316,494	$413,204	$438,664	$584,787
PERSONNEL TOTAL	**$1,019,802**	**$1,292,554**	**$1,383,943**	**$1,613,637**
Operating				
Prof/Tech Services	$305,815	$444,647	$859,750	$775,600
Other Expenses	$13,514	$15,201	$24,463	$25,687
Capital Outlays	$36,469	$27,300	$3,500	$3,500
Supplies	$7,923	$13,229	$20,800	$20,800
Utilities	$4,324	$7,906	$5,100	$5,100
Cost Allocations	$1,544	$1,590	$4,550	$4,778
OPERATING TOTAL	**$369,589**	**$509,873**	**$918,163**	**$835,465**

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
TOTAL	**$1,389,391**	**$1,802,427**	**$2,302,106**	**$2,449,102**

REVENUES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Licenses & Permits	$986,816	$970,000	$997,000	$1,017,000
Charges for Services	$74,507	$80,059	$510,380	$520,724
Other Finance Source	$0	$0	$47,750	$0
Revenue from Other	$10,974	$2,000	$12,000	$12,000
Other Revenues	$0	$5,000	$0	$0
Fines & Forfeitures	$3,354	$0	$0	$0
Use of Money & Prop	$1,296	$0	$0	$0
TOTAL	**$1,076,947**	**$1,057,059**	**$1,567,130**	**$1,549,724**

POSITION ALLOCATIONS

Position Name	FY2026	FY2027
FTE		
BUILDING INSPECTION SUPERVISOR	1	1
COMMUNITY PRESERVATION OFFICER	0	1
DEPUTY CDD DIR/BLDG OFFICIAL	1	1
SENIOR MGMNT ANALYST	0.5	0.5
DEVELOPMENT SERVICES TECH II	1	1
ASST CITY MGR/COMM DEV DIR	0.5	0.5
COMMUNITY DEV COORDINATOR	0.5	0.5
PERMIT SERVICES SPECIALIST	0.5	0.5
BUILDING INSPECTOR I	1	1
DEVELOPMENT SERVICES TECH I	1	1
FTE	**7**	**8**

PLANNING

FY2026 & FY2027

DIVISION OVERVIEW

The Planning Division is responsible for maintaining and ensuring compliance with the City's General Plan, Subdivision, Zoning and Sign Ordinances. Daily operations focus on customer service, development review and compliance, long-range planning, housing, and historic preservation. The Planning Division provides staff support to the Zoning Administrator, Historic Preservation Review Commission and Planning Commission. The Planning Division reviews and coordinates comments on pertinent County and regional plans and environmental documents that have implications for Benicia.

EXPENSES

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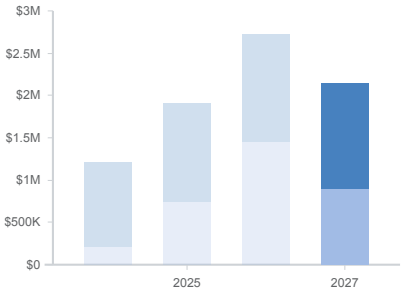
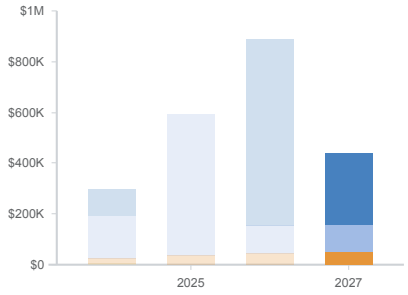


$2,134,222.00

Expenses in 2027

REVENUES

Data Updated Jun 10, 2025, 7:08 AM



$437,463.00

Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Personnel				
Salaries	$684,789	$758,383	$870,529	$746,694
Benefits	$311,088	$406,516	$398,549	$490,045
PERSONNEL TOTAL	**$995,877**	**$1,164,899**	**$1,269,078**	**$1,236,739**
Operating				
Prof/Tech Services	$181,784	$693,091	$1,403,458	$848,989
Other Expenses	$12,673	$14,255	$19,680	$20,664
Supplies	$8,103	$19,555	$16,800	$16,800
Cost Allocations	$1,722	$1,774	$5,457	$5,730
Capital Outlays	$0	$6,500	$3,500	$3,500
Utilities	$1,506	$3,457	$1,800	$1,800
OPERATING TOTAL	**$205,788**	**$738,632**	**$1,450,695**	**$897,483**
TOTAL	**$1,201,665**	**$1,903,531**	**$2,719,773**	**$2,134,222**

REVENUES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Revenue from Other	$100,000	$0	$735,430	$280,189
Charges for Services	$170,956	$559,241	$106,994	$109,374
Licenses & Permits	$18,854	$35,415	$46,900	$47,900
Use of Money & Prop	$3,643	$0	$0	$0
Other Finance Source	$542	$0	$0	$0
TOTAL	**$293,994**	**$594,656**	**$889,324**	**$437,463**

POSITION ALLOCATIONS

Position Name	FY2026	FY2027
FTE		
PLANNING MANAGER	1	1
SENIOR MGMNT ANALYST	0.5	0.5
ASST CITY MGR/COMM DEV DIR	0.5	0.5
COMMUNITY DEV COORDINATOR	0.5	0.5
PERMIT SERVICES SPECIALIST	0.5	0.5
ASSISTANT PLANNER	1	1
ASSOCIATE PLANNER	1	1
FTE	**5**	**5**

FINANCE

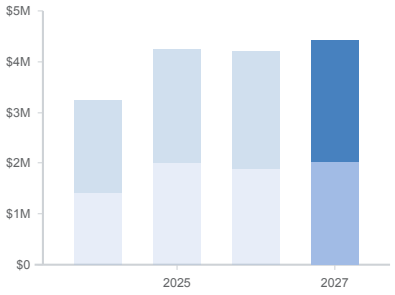
FY2026 & FY2027

DEPARTMENT OVERVIEW

The Finance Department provides financial accounting and reporting for the City's citizens, other agencies, and internal departments. The Finance Department is also responsible for budget preparation, processing of payments, completion of annual independent audit, payroll, water and sewer billing, coordination of business license compliance, billing for City services, general customer service, and the Finance Director directs the Information Technology division.

EXPENSES

Data Updated Jun 10, 2025, 7:08 AM



$4,420,474.00

Expenses in 2027

REVENUES

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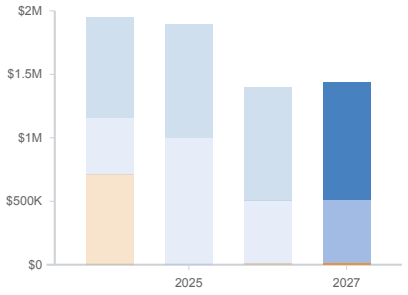

$1,438,503.00

Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Personnel				
Salaries	$1,272,236	$1,478,464	$1,538,391	$1,584,126
Benefits	$556,473	$749,280	$770,988	$809,882
PERSONNEL TOTAL	**$1,828,709**	**$2,227,744**	**$2,309,379**	**$2,394,008**
Operating				
Prof/Tech Services	$793,368	$1,245,600	$1,048,320	$1,157,600
Other Financing Uses	$533,145	$672,631	$692,700	$717,700
Supplies	$45,925	$60,000	$59,300	$64,200
Other Expenses	$25,506	$28,690	$43,514	$45,690
Cost Allocations	$0	$0	$31,882	$33,476
Utilities	$3,769	$3,400	$3,700	$4,300
Capital Outlays	$4,154	$3,000	$3,000	$3,500
OPERATING TOTAL	**$1,405,868**	**$2,013,321**	**$1,882,416**	**$2,026,466**

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
TOTAL	**$3,234,576**	**$4,241,065**	**$4,191,795**	**$4,420,474**

REVENUES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Charges for Services	$788,574	$893,335	$894,535	$931,503
Other Finance Source	$448,819	$1,000,000	$500,000	$500,000
Use of Money & Prop	$708,675	$0	$8,000	$7,000
Other Revenues	$1,292	$0	$0	$0
TOTAL	**$1,947,359**	**$1,893,335**	**$1,402,535**	**$1,438,503**

POSITION ALLOCATIONS

Position Name	FY2026	FY2027
FTE		
ACCOUNT CLERK II	1	1
ACCOUNTANT I	1	1
ACCOUNTING MANAGER	1	1
ACCOUNTING TECHNICIAN	2	2
BUDGET MANAGER	1	1
FINANCE DIRECTOR	1	1
PAYROLL ANALYST II	1	1
SENIOR ACCOUNT CLERK	2	2
SENIOR ACCOUNTANT	2	2
SENIOR FINANCIAL ANALYST	1	1
FTE	**13**	**13**

DEPARTMENT OVERVIEW

The Benicia Fire Department is dedicated to delivering exceptional community-focused service by upholding the highest standards of professionalism, integrity, and expertise. Guided by our vision to set the standard for public safety excellence, we continuously assess and adapt our service delivery to meet the evolving needs of our community. Our highly trained personnel are equipped and prepared to respond swiftly and effectively to a wide range of emergencies, including fires, paramedic-level emergency medical services (EMS), vehicle accidents, technical and water rescues, hazardous materials incidents, and natural disasters such as floods and earthquakes. In addition to emergency response, we provide essential non-emergency public services to support the well-being of our community. Operating 24 hours a day, seven days a week, the Benicia Fire Department remains in a constant state of operational readiness. We take great pride in the trust and respect we have earned from the community and are committed to maintaining that trust through integrity, compassion, and professionalism in everything we do.

EXPENSES

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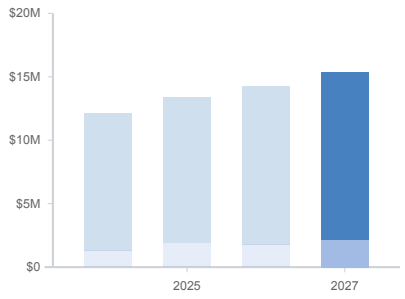
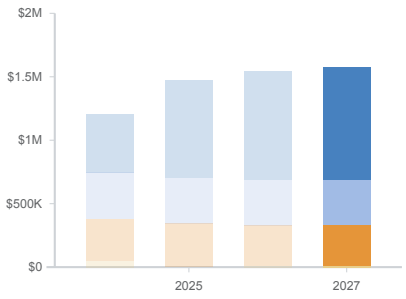


$15,354,381.00
Expenses in 2027

REVENUES

Data Updated Jun 10, 2025, 7:08 AM



$1,574,411.00
Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Personnel				
Salaries	$6,697,236	$7,032,864	$7,657,891	$7,684,604
Benefits	$4,149,920	$4,488,481	$4,800,803	$5,506,294
PERSONNEL TOTAL	**$10,847,156**	**$11,521,345**	**$12,458,694**	**$13,190,898**
Operating				
Prof/Tech Services	$672,658	$701,004	$769,600	$746,400
Capital Outlays	$76,438	$578,500	$146,000	$566,000
Supplies	$220,603	$222,800	$253,900	$264,800
Other Financing Uses	$196,616	$196,625	$196,700	$97,9

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Cost Allocations	$0	$0	$281,154	$295,211
Other Expenses	$113,672	$127,862	$157,307	$165,172
Utilities	$24,729	$24,200	$26,000	$28,000
OPERATING TOTAL	**$1,304,716**	**$1,850,991**	**$1,830,661**	**$2,163,483**
TOTAL	**$12,151,872**	**$13,372,336**	**$14,289,355**	**$15,354,381**

REVENUES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Charges for Services	$459,418	$773,000	$849,954	$884,011
Revenue from Other	$366,931	$364,700	$364,800	$364,800
Other Revenues	$330,989	$341,800	$321,500	$321,500
Use of Money & Prop	$48,014	$0	$3,600	$3,600
Donations	$0	$0	$500	$500
TOTAL	**$1,205,351**	**$1,479,500**	**$1,540,354**	**$1,574,411**

POSITION ALLOCATIONS

Position Name	FY2026	FY2027
FTE		
FIRE LIEUTENANT	3	3
ADMIN SECRETARY	1	1
COMMUNITY PRESERVATION OFFICER	1	0
SENIOR MGMNT ANALYST	1	1
PARAMEDIC FIREFIGHTER	12	12
DIVISION FIRE CHIEF	3	3
FIRE PREVENTION INSPECTOR II	1	1
FIRE ENGINEER	9	9
FIRE CAPTAIN	6	6
FIRE CHIEF	1	1
FTE	**38**	**37**

OVERVIEW

EXPENSES

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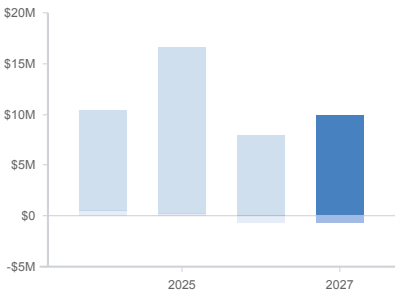
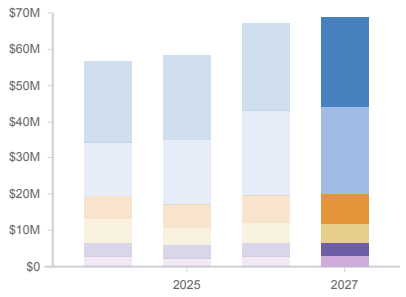


$9,221,636.00
Expenses in 2027

REVENUES

Data Updated Jun 10, 2025, 7:08 AM



$68,734,286.00
Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Operating				
Other Financing Uses	$6,031,934	$7,786,488	$4,164,550	$6,044,877
Other Expenses	$1,644,779	$5,615,865	$1,735,417	$1,897,569
Utilities	$1,246,103	$1,528,000	$1,158,010	$1,147,950
Prof/Tech Services	$585,168	$1,148,671	$585,035	$593,565
Capital Outlays	$343,511	$0	$200,000	$200,000
Cost Allocations	$27,578	$240,323	$25,027	$26,278
Supplies	$67,030	$64,999	$54,565	$56,120
OPERATING TOTAL	**$9,946,102**	**$16,384,345**	**$7,922,604**	**$9,966,359**
Personnel				
Benefits	$25,562	$0	$0	$0
Salaries	$490,416	$231,750	-$714,294	-$744,723
PERSONNEL TOTAL	**$515,977**	**$231,750**	**-$714,294**	**-$744,723**
TOTAL	**$10,462,080**	**$16,616,095**	**$7,208,310**	**$9,221,636**

REVENUES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Property Taxes	$22,550,831	$23,353,678	$24,091,355	$24,885,935
Sales Tax	$14,434,109	$17,841,833	$23,566,626	$24,155,792
Utility Users Tax	$6,337,745	$6,552,988	$7,416,336	$7,976,368
Charges for Services	$3,636,920	$3,746,604	$3,923,700	$3,805,314
Franchise Fee	$2,847,731	$2,385,000	$2,810,000	$2,810,000
Other Finance Source	$2,779,336	$1,795,900	$2,537,632	$2,300,877
Use of Money & Prop	$2,322,331	$925,000	$1,355,000	$1,355,000
Other Taxes	$1,452,594	$1,662,500	$1,370,000	$1,370,000
Revenue from Other	$237,394	$25,000	$50,000	$50,000
Other Revenues	-$11,863	$37,000	$25,000	$25,000
TOTAL	**$56,587,129**	**$58,325,503**	**$67,145,649**	**$68,734,286**

DEPARTMENT OVERVIEW

The members of the Benicia Police Department work in partnership with the community and local businesses to improve the quality of life of all Benicia citizens and visitors. The department's core values are Safety, Community, Leadership, Integrity, and Professionalism. The department is committed to community engagement, a rapid and effective response to crimes in progress, and relentless follow-up. The Benicia Police Department balances the ability to provide top-level service to our community with the need to be fiscally responsible. Efforts to enter long-term contracts for public safety equipment and services, to support operations and personnel, exemplify a responsible approach to financial stability.

EXPENSES

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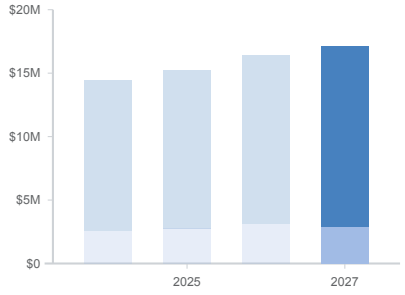
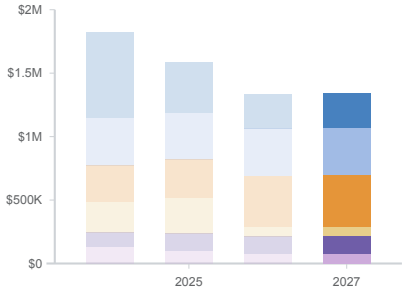


$17,149,085.00
Expenses in 2027

REVENUES

Data Updated Jun 10, 2025, 7:08 AM



$1,342,820.00
Revenues in 2027

JR EXP 50

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Personnel				
Salaries	$7,306,569	$7,627,111	$8,112,661	$8,339,824
Benefits	$4,565,943	$4,841,355	$5,194,154	$5,915,337
PERSONNEL TOTAL	**$11,872,512**	**$12,468,466**	**$13,306,815**	**$14,255,161**
Operating				
Prof/Tech Services	$1,204,980	$1,207,940	$1,368,889	$1,396,024
Supplies	$444,404	$563,041	$679,642	$650,792
Capital Outlays	$114,080	$432,500	$502,000	$286,000
Other Expenses	$478,620	$327,081	$179,777	$188,766
Cost Allocations	$168,840	$173,905	$270,840	$284,382
Utilities	$86,869	$87,900	$87,960	$87,960
Other Financing Uses	$69,889	$0	$0	$0
OPERATING TOTAL	**$2,567,681**	**$2,792,367**	**$3,089,108**	**$2,893,9**

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
TOTAL	**$14,440,193**	**$15,260,833**	**$16,395,923**	**$17,149,085**

REVENUES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Revenue from Other	$670,546	$394,760	$274,000	$274,000
Sales Tax	$382,767	$375,000	$375,000	$375,000
Charges for Services	$288,449	$301,000	$404,908	$409,320
Other Finance Source	$230,137	$275,000	$71,000	$71,000
Fines & Forfeitures	$116,137	$138,500	$138,500	$138,500
Licenses & Permits	$29,661	$50,000	$50,000	$50,000
Use of Money & Prop	$91,383	$12,000	$10,000	$10,000
Other Revenues	$11,037	$40,000	$15,000	$15,000
Donations	$1,525	$0	$0	$0
TOTAL	**$1,821,641**	**$1,586,260**	**$1,338,408**	**$1,342,820**

POSITION ALLOCATIONS

Position Name	FY2026	FY2027
FTE		
COMMUNITY SERVICE OFFICER I	1	1
COMMUNITY SERVICE OFFICER II	3	3
DEPUTY POLICE CHIEF	1	1
EXECUTIVE ASST TO POLICE CHIEF	1	1
POLICE CHIEF	1	1
POLICE LIEUTENANT	1	1
POLICE OFFICER	22	22
POLICE RECORDS SUPERVISOR	1	1
POLICE SERGEANT	6	6
PUBLIC SAFETY DISPATCH I	2	2
PUBLIC SAFETY DISPATCH II	7	7
PUBLIC SAFETY DISPATCH SUP	1	1
SENIOR MGMNT ANALYST	1	1
FTE	**48**	**48**

PUBLIC WORKS NON-ENTERPRISE

FY2026 & FY2027

DEPARTMENT OVERVIEW

The non-enterprise segment of the Public Works Department is comprised of Administration, Engineering, Streets, Fleet, Parks, and Building Maintenance. The enterprise segments are detailed separately in this budget book.

EXPENSES

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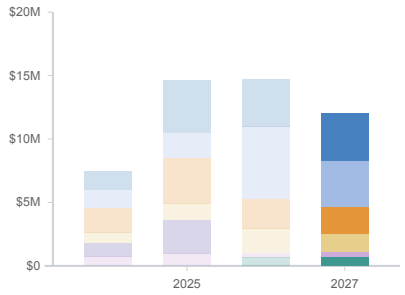

$12,063,471.00

Expenses in 2027

REVENUES

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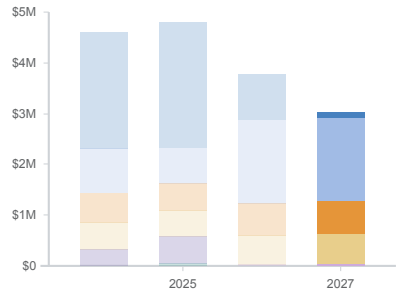

$3,031,055.00

Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
BUILDING MAINTENANCE	$808,298	$1,315,103	$1,926,316	$1,485,954
FLEET MAINTENANCE	$410,247	$609,130	$638,727	$666,335
PARKS	$1,466,718	$4,127,746	$3,694,971	$3,780,049
PUBLIC WORKS ADMIN	$1,403,442	$1,968,845	$5,808,509	$3,730,028
PUBLIC WORKS/ENGINEERING	$1,101,028	$2,605,750	$0	$0
PUBLIC WORKS/PROJECT MANAGEMEN	$60,329	$59,992	$0	$0
STORM DRAIN	$247,452	$351,360	$371,700	$393,200
STREET MAINTENANCE	$1,943,400	$3,547,143	$2,279,117	$2,007,905
TOTAL	**$7,440,915**	**$14,585,069**	**$14,719,340**	**$12,063,471**

REVENUES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
BUILDING MAINTENANCE	$78	$2,500	$26,630	$27,811

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
FLEET MAINTENANCE	$562,911	$549,847	$639,603	$671,335
PARKS	$525,952	$509,800	$572,472	$578,263
PUBLIC WORKS ADMIN	$894,775	$690,000	$1,626,308	$1,635,743
PUBLIC WORKS/ENGINEERING	$330,325	$521,800	$0	$0
STORM DRAIN	$7,500	$43,000	$0	$0
STREET MAINTENANCE	$2,288,655	$2,474,643	$902,543	$117,903
TOTAL	**$4,610,196**	**$4,791,590**	**$3,767,556**	**$3,031,055**

POSITION ALLOCATIONS

Position Name	FY2026	FY2027
FTE		
ADMIN SECRETARY	1	1
ASSOCIATE CIVIL ENGINEER	0.75	0.75
DEPUTY PW DIR CITY ENG	0.75	0.75
DEPUTY PW DIR OPERATIONS	0.75	0.75
ENGINEERING TECHNICIAN I	1	1
FIELD UTILITIES STREETS APPR	1	1
FIELD UTILITIES STREETS JRNY	2	2
FIELD UTILITIES STREETS SUP	0.5	0.5
IRRIGATION SPECIALIST	1	1
MAINTENANCE WORKER III PCS	3	3
MAINTENANCE WORKER III PW	1	1
MECHANIC	1	1
PARKS BLDG MAINT SUPERVISOR	1	1
PLBM JOURNEYMAN	6	6
PLBM WORKER	1	1
PROJECT MANAGER	0.25	0.25
PUBLIC WORKS DIRECTOR	1	1
PUBLIC WORKS INSPECTOR	0.5	0.5
PUBLIC WORKS MAINT SUPT	0.34	0.34
SENIOR ADMINISTRATIVE CLERK	1.5	1.5
SENIOR CIVIL ENGINEER	0.85	0.85
SENIOR MECHANIC	1	1
SENIOR MGMNT ANALYST	1	1
FTE	**28.19**	**28.19**

ADMINISTRATION

BUILDING MAINTENANCE

FLEET MAINTENANCE

PARKS

STORM WATER PROGRAM

STREET MAINTENANCE

BUDGET HOME

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PUBLIC WORKS ADMINISTRATION

FY2026 & FY2027

DIVISION OVERVIEW

EXPENSES

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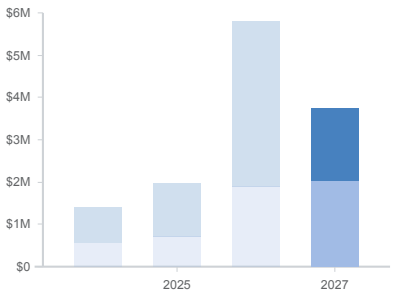

$3,730,028.00

Expenses in 2027

REVENUES

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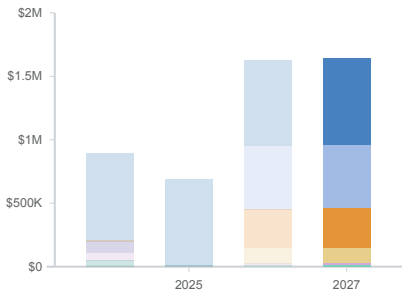


$1,635,743.00

Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Operating				
Other Financing Uses	$671,345	$674,754	$2,713,832	$675,600
Prof/Tech Services	$153,245	$419,381	$426,700	$259,200
Capital Outlays	$37	$95,000	$510,000	$510,000
Cost Allocations	$0	$0	$190,071	$199,574
Other Expenses	$8,557	$40,225	$31,689	$33,274
Supplies	$8,202	$17,900	$34,500	$35,000
Utilities	$483	$480	$8,500	$8,500
OPERATING TOTAL	**$841,869**	**$1,247,740**	**$3,915,292**	**$1,721,148**
Personnel				
Salaries	$395,808	$500,814	$1,310,334	$1,346,319
Benefits	$165,765	$220,291	$582,883	$662,561
PERSONNEL TOTAL	**$561,573**	**$721,105**	**$1,893,217**	**$2,008,880**
TOTAL	**$1,403,442**	**$1,968,845**	**$5,808,509**	**$3,730,028**

REVENUES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Assessments	$686,804	$678,000	$678,000	$678,000
Other Finance Source	$2,084	$0	$500,000	$500,000
Charges for Services	$9,883	$0	$303,708	$313,143
Licenses & Permits	$0	$0	$120,000	$120,000
Other Revenues	$90,592	$0	$0	$0
Revenue from Other	$48,971	$12,000	$12,000	$12,000
Use of Money & Prop	$56,441	$0	$12,600	$12,600
TOTAL	**$894,775**	**$690,000**	**$1,626,308**	**$1,635,743**

POSITION ALLOCATIONS

Position Name	FY2026	FY2027
FTE		
DEPUTY PW DIR CITY ENG	0.75	0.75
PUBLIC WORKS DIRECTOR	1	1
PUBLIC WORKS INSPECTOR	0.5	0.5
DEPUTY PW DIR OPERATIONS	0.75	0.75
PROJECT MANAGER	0.25	0.25
ADMIN SECRETARY	1	1
SENIOR MGMNT ANALYST	1	1
SENIOR CIVIL ENGINEER	0.85	0.85
ENGINEERING TECHNICIAN I	1	1
ASSOCIATE CIVIL ENGINEER	0.625	0.625
FTE	**7.725**	**7.725**

BUILDING MAINTENANCE

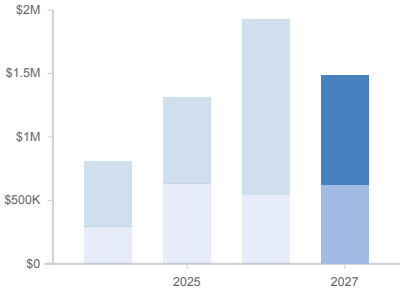
FY2026 & FY2027

DIVISION OVERVIEW

The Building Maintenance Division services and maintains 35 City-owned facilities, including the James Lemos Swim Center, Senior Center, City Gymnasium, Library, City Hall, Benicia Community Center, Police Department, Fire Stations, Clock Tower, Commandant's Quarters, Camel Barn, athletic field canteens, Corporation Yard, IT building, Water Treatment Plant, and Wastewater Treatment Plant. Their services include, but are not limited to electrical, construction, preventative maintenance, and repairs.

EXPENSES

Data Updated Jun 10, 2025, 7:08 AM

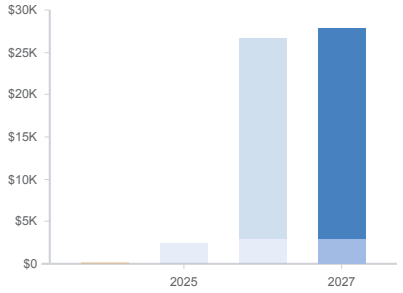


$1,485,954.00

Expenses in 2027

REVENUES

Data Updated Jun 10, 2025, 7:08 AM



$27,811.00

Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Operating				
Prof/Tech Services	$331,436	$454,220	$1,125,300	$610,500
Supplies	$135,725	$194,600	$195,000	$195,000
Cost Allocations	$19,320	$19,900	$44,525	$46,751
Other Expenses	$8,268	$9,301	$10,998	$11,548
Capital Outlays	$19,412	$0	$0	$0
Utilities	$1,101	$5,600	$6,000	$6,000
OPERATING TOTAL	**$515,262**	**$683,621**	**$1,381,823**	**$869,799**
Personnel				
Salaries	$199,582	$376,462	$343,683	$351,195
Benefits	$93,454	$255,020	$200,810	$264,960
PERSONNEL TOTAL	**$293,036**	**$631,482**	**$544,493**	**$616,155**
TOTAL	**$808,298**	**$1,315,103**	**$1,926,316**	**$1,485,954**

REVENUES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Charges for Services	$0	$0	$23,630	$24,811
Use of Money & Prop	$0	$2,500	$3,000	$3,000
Other Revenues	$78	$0	$0	$0
TOTAL	**$78**	**$2,500**	**$26,630**	**$27,811**

POSITION ALLOCATIONS

Position Name	FY2026	FY2027
FTE		
MAINTENANCE WORKER III PCS	2	2
SENIOR ADMINISTRATIVE CLERK	0.5	0.5
PARKS BLDG MAINT SUPERVISOR	0.25	0.25
FTE	**2.75**	**2.75**

BUDGET HOME

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FLEET MAINTENANCE

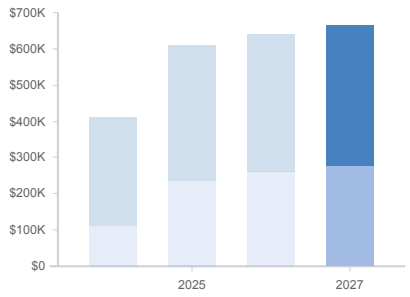
FY2026 & FY2027

DIVISION OVERVIEW

The Fleet and Equipment Services section of the Maintenance Division provides vehicle and equipment maintenance and repair services for all City departments, including the Parks, Police, and Fire Departments. Their work includes preventative maintenance, corrective maintenance, safety checks, fuel dispensing and monitoring, and fleet maintenance.

EXPENSES

Data Updated Jun 10, 2025, 7:08 AM



$666,335.00

Expenses in 2027

REVENUES

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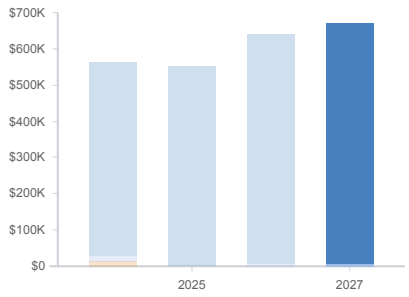

$671,335.00

Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Personnel				
Salaries	$212,900	$237,110	$254,644	$262,683
Benefits	$84,499	$136,829	$123,500	$129,345
PERSONNEL TOTAL	**$297,400**	**$373,939**	**$378,144**	**$392,028**
Operating				
Prof/Tech Services	$61,135	$57,100	$150,880	$161,363
Supplies	$35,931	$40,171	$35,700	$35,700
Cost Allocations	$0	$0	$57,263	$60,127
Capital Outlays	$8,170	$105,200	$0	$0
Utilities	$4,126	$28,800	$9,200	$9,200
Other Expenses	$3,485	$3,920	$7,540	$7,917
OPERATING TOTAL	**$112,847**	**$235,191**	**$260,583**	**$274,307**
TOTAL	**$410,247**	**$609,130**	**$638,727**	**$666,335**

REVENUES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Charges for Services	$533,831	$549,847	$634,603	$666,335
Use of Money & Prop	$13,561	$0	$5,000	$5,000
Other Finance Source	$15,300	$0	$0	$0
Other Revenues	$219	$0	$0	$0
TOTAL	**$562,911**	**$549,847**	**$639,603**	**$671,335**

POSITION ALLOCATIONS

Position Name	FY2026	FY2027
FTE		
SENIOR ADMINISTRATIVE CLERK	0.25	0.25
SENIOR MECHANIC	1	1
PUBLIC WORKS MAINT SUPT	0.17	0.17
MECHANIC	1	1
FTE	**2.42**	**2.42**

DIVISION OVERVIEW

The Parks Division maintains 211 developed park and landscaped areas (to include 28 parks), one 577-acre regional park, 68 open space access areas, miles of trails, tennis courts, outdoor basketball courts, bocce courts, the City Cemetery, and a lighting and landscape district consisting of 5 zones. The Parks division also preps and maintains the athletic fields, maintains City trees, and performs burials at the City Cemetery.

EXPENSES

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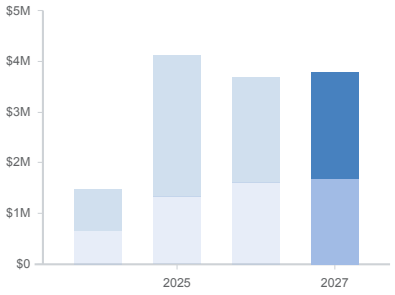

$3,780,049.00
Expenses in 2027

REVENUES

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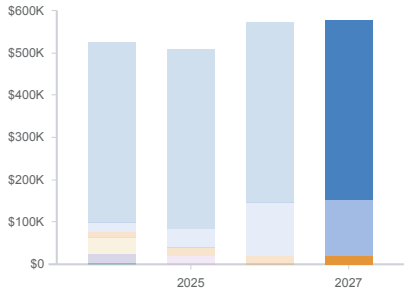

$578,263.00
Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Operating				
Prof/Tech Services	$146,504	$1,694,742	$924,980	$886,480
Utilities	$231,232	$480,800	$487,600	$555,898
Cost Allocations	$246,161	$253,545	$360,225	$376,754
Supplies	$143,907	$215,460	$186,060	$186,060
Capital Outlays	$21,373	$119,700	$104,700	$84,700
Other Expenses	$20,182	$22,664	$19,107	$20,061
OPERATING TOTAL	**$809,359**	**$2,786,911**	**$2,082,672**	**$2,109,953**
Personnel				
Salaries	$465,170	$796,823	$1,039,580	$1,068,520
Benefits	$192,190	$544,012	$572,719	$601,576
PERSONNEL TOTAL	**$657,360**	**$1,340,835**	**$1,612,299**	**$1,670,096**
TOTAL	**$1,466,718**	**$4,127,746**	**$3,694,971**	**$3,780,049**

REVENUES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Assessments	$427,664	$425,800	$427,662	$427,662
Charges for Services	$23,011	$45,000	$125,810	$130,601
Use of Money & Prop	$10,341	$19,000	$19,000	$20,000
Revenue from Other	$40,726	$0	$0	$0
Other Revenues	$3,400	$20,000	$0	$0
Other Finance Source	$20,810	$0	$0	$0
TOTAL	**$525,952**	**$509,800**	**$572,472**	**$578,263**

POSITION ALLOCATIONS

Position Name	FY2026	FY2027
FTE		
IRRIGATION SPECIALIST	1	1
PARKS BLDG MAINT SUPERVISOR	0.75	0.75
PLBM JOURNEYMAN	6	6
SENIOR ADMINISTRATIVE CLERK	0.5	0.5
MAINTENANCE WORKER III PCS	1	1
PLBM WORKER	1	1
FTE	**10.25**	**10.25**

STREET MAINTENANCE

FY2026 & FY2027

DIVISION OVERVIEW

The Streets function of the Maintenance Division is responsible for providing safe, clean, and accessible streets and alleys for the public. Staff is tasked with the following activities: sign repair and replacement, patch paving, pot hole repairs, crack sealing streets, weed abatement/ mowing, alley maintenance, pavement striping and marking maintenance, sidewalk survey, garbage removal on roadways, banner installation, holiday decoration placement, special events traffic control, miscellaneous street maintenance (downed trees and fences), spill cleanups, and catch basin and storm drain cleaning. Other activities include maintenance and operation of traffic signals and streetlights.

EXPENSES

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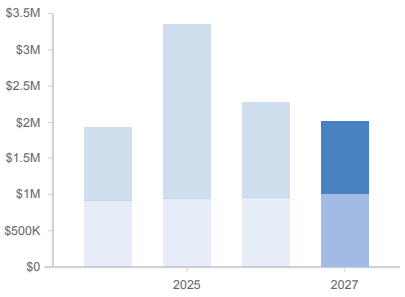

$2,007,905.00

Expenses in 2027

REVENUES

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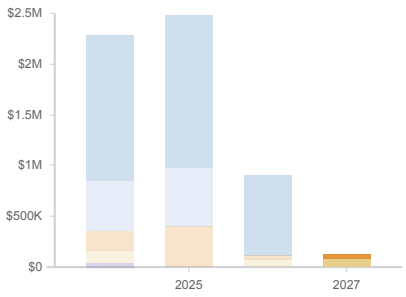

$117,903.00

Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Operating				
Prof/Tech Services	$321,455	$803,125	$610,900	$517,600
Capital Outlays	$121,344	$1,198,061	$318,500	$103,500
Cost Allocations	$124,262	$181,290	$179,646	$187,625
Supplies	$124,154	$154,521	$166,500	$166,500
Utilities	$208,286	$188,400	$9,000	$9,000
Other Financing Uses	$117,790	$13,786	$13,900	$7,400
Other Expenses	$10,347	$16,538	$16,552	$17,380
OPERATING TOTAL	**$1,027,639**	**$2,555,721**	**$1,314,998**	**$1,009,005**
Personnel				
Salaries	$621,664	$635,227	$600,695	$616,305
Benefits	$294,097	$356,195	$363,424	$382,595
PERSONNEL TOTAL	**$915,762**	**$991,422**	**$964,119**	**$998,900**

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
TOTAL	**$1,943,400**	**$3,547,143**	**$2,279,117**	**$2,007,905**

REVENUES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Revenue from Other	$1,433,379	$1,501,993	$786,964	$0
Other Finance Source	$492,370	$572,650	$0	$0
Charges for Services	$202,994	$400,000	$46,479	$48,803
Use of Money & Prop	$117,665	$0	$69,100	$69,100
Other Revenues	$42,247	$0	$0	$0
TOTAL	**$2,288,655**	**$2,474,643**	**$902,543**	**$117,903**

POSITION ALLOCATIONS

Position Name	FY2026	FY2027
FTE		
PUBLIC WORKS MAINT SUPT	0.17	0.17
FIELD UTILITIES STREETS SUP	0.5	0.5
SENIOR ADMINISTRATIVE CLERK	0.25	0.25
MAINTENANCE WORKER III PW	1	1
FIELD UTILITIES STREETS APPR	1	1
ASSOCIATE CIVIL ENGINEER	0.125	0.125
FIELD UTILITIES STREETS JRNY	2	2
FTE	**5.045**	**5.045**

DIVISION OVERVIEW

EXPENSES

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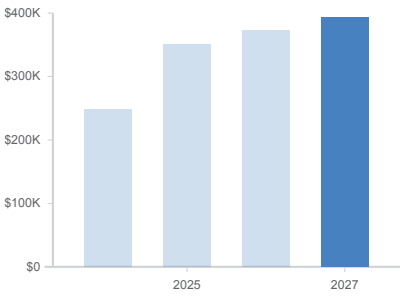

$393,200.00
Expenses in 2027

REVENUES

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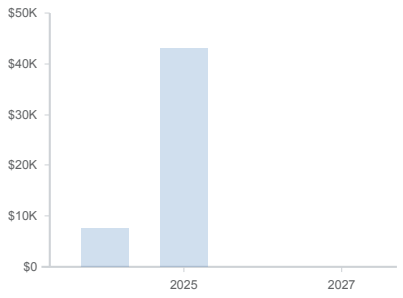

$0.00
Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Operating				
Prof/Tech Services	$243,393	$345,160	$365,500	$387,000
Supplies	$4,060	$6,200	$6,200	$6,200
OPERATING TOTAL	**$247,452**	**$351,360**	**$371,700**	**$393,200**
TOTAL	**$247,452**	**$351,360**	**$371,700**	**$393,200**

REVENUES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Charges for Services	$7,500	$43,000	$0	$0
TOTAL	**$7,500**	**$43,000**	**$0**	**$0**

PUBLIC WORKS WASTEWATER ENTERPRISE

FY2026 & FY2027

DEPARTMENT OVERVIEW

The Wastewater Enterprise is committed to protecting the health and safety of the community and environment by safely and responsibly treating the City's wastewater to meet all federal and state standards before releasing it into the environment. The Wastewater Enterprise is responsible for the operation, maintenance, repair, and capital improvements of the Wastewater Treatment Plant (WWTP) and sewer collection system. The wastewater system operates under a National Pollutant Discharge Elimination System (NPDES) Wastewater Permit issued by the San Francisco Regional Water Quality Control Board. Final wastewater effluent is discharged to the Carquinez Strait through a 1,150-foot long outfall pipeline.

EXPENSES

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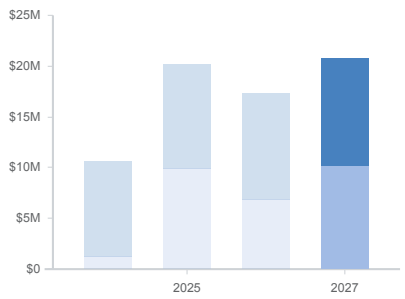

$20,796,594.00

Expenses in 2027

REVENUES

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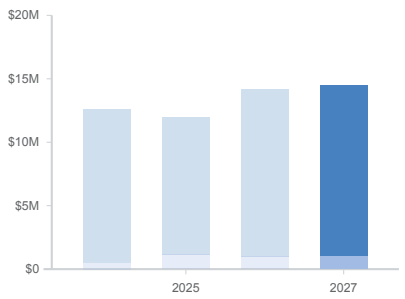

$14,523,499.00

Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
WASTEWATER MAINTENANCE	$1,212,874	$9,913,133	$6,855,452	$10,156,391
WASTEWATER TREATMENT	$9,411,998	$10,297,578	$10,440,982	$10,640,203
TOTAL	**$10,624,873**	**$20,210,711**	**$17,296,434**	**$20,796,594**

REVENUES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
WASTEWATER MAINTENANCE	$530,784	$1,145,000	$1,004,000	$1,004,000
WASTEWATER TREATMENT	$12,072,368	$10,797,300	$13,138,600	$13,519,499
TOTAL	**$12,603,152**	**$11,942,300**	**$14,142,600**	**$14,523,499**

POSITION ALLOCATIONS

Position Name	FY2026	FY2027
FTE		
ASSOCIATE CIVIL ENGINEER	0.125	0.125
DEPUTY PW DIR CITY ENG	0.125	0.125
DEPUTY PW DIR OPERATIONS	0.125	0.125
DEPUTY PW DIR UTILITIES	0.5	0.5
FIELD UTILITIES STREETS APPR	2	2
FIELD UTILITIES STREETS JRNY	3	3
FIELD UTILITIES STREETS SUP	1	1
LABORATORY ANALYST	0.5	0.5
MAINTENANCE TECHNOLOGIST I	2	2
MAINTENANCE TECHNOLOGIST II	2	2
MAINTENANCE WORKER III PW	1	1
PROJECT MANAGER	0.375	0.375
PUBLIC WORKS INSPECTOR	0.25	0.25
PUBLIC WORKS MAINT SUPT	0.33	0.33
SENIOR ADMINISTRATIVE CLERK	1.25	1.25
SENIOR CIVIL ENGINEER	0.075	0.075
SENIOR MGMNT ANALYST	0.5	0.5
WASTEWATER OPERATOR II	1	1
WASTEWATER OPERATOR III	3	3
WASTEWATER PLANT SUPERVISOR	1	1
WASTEWATER PLANT SUPT	1	1
WATER QUALITY SUPERVISOR	0.5	0.5
WQ TECHNICIAN I	0.5	0.5
WQ TECHNICIAN II	0.5	0.5
FTE	**22.655**	**22.655**

WASTEWATER MAINTENANCE

WASTEWATER TREATMENT

WASTEWATER MAINTENANCE

FY2026 & FY2027

DIVISION OVERVIEW

EXPENSES

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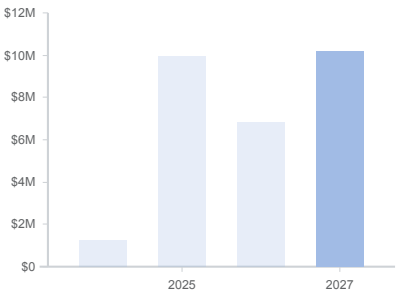

$10,156,391.00

Expenses in 2027

REVENUES

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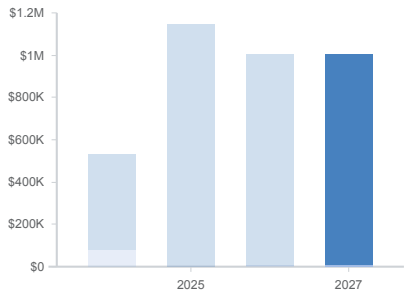


$1,004,000.00

Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Operating				
Capital Outlays	$14,320	$7,049,937	$3,653,500	$7,053,500
Prof/Tech Services	$132,583	$1,490,457	$1,645,550	$1,488,400
Other Expenses	$70,954	$75,172	$104,734	$114,066
Supplies	$47,846	$104,893	$77,600	$78,900
Cost Allocations	$31,926	$32,885	$34,499	$36,200
Utilities	$11,951	$12,000	$9,000	$9,000
Other Financing Uses	-$5,488	$0	$0	$0
OPERATING TOTAL	**$304,092**	**$8,765,344**	**$5,524,883**	**$8,780,066**
Personnel				
Salaries	$638,563	$780,912	$880,764	$904,327
Benefits	$270,219	$366,877	$449,805	$471,998
PERSONNEL TOTAL	**$908,782**	**$1,147,789**	**$1,330,569**	**$1,376,325**
TOTAL	**$1,212,874**	**$9,913,133**	**$6,855,452**	**$10,156,391**

REVENUES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Other Finance Source	$449,805	$1,145,000	$1,000,000	$1,000,000
Use of Money & Prop	$80,979	$0	$4,000	$4,000
TOTAL	**$530,784**	**$1,145,000**	**$1,004,000**	**$1,004,000**

POSITION ALLOCATIONS

Position Name	FY2026	FY2027
FTE		
PUBLIC WORKS MAINT SUPT	0.33	0.33
FIELD UTILITIES STREETS SUP	1	1
SENIOR ADMINISTRATIVE CLERK	0.25	0.25
MAINTENANCE WORKER III PW	1	1
FIELD UTILITIES STREETS APPR	2	2
FIELD UTILITIES STREETS JRNY	3	3
FTE	**7.58**	**7.58**

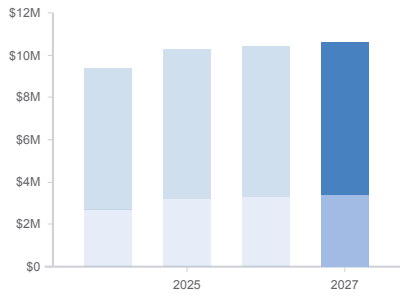
WASTEWATER TREATMENT

FY2026 & FY2027

DIVISION OVERVIEW

EXPENSES

Data Updated Jun 10, 2025, 7:08 AM

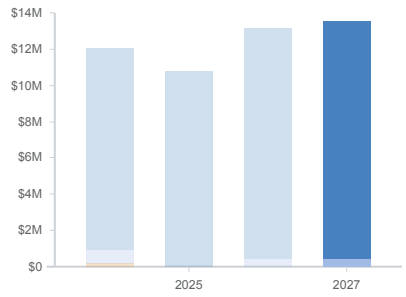


$10,640,203.00

Expenses in 2027

REVENUES

Data Updated Jun 10, 2025, 7:08 AM



$13,519,499.00

Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Operating				
Prof/Tech Services	$1,911,806	$2,676,100	$2,620,109	$2,495,600
Cost Allocations	$1,295,846	$1,374,445	$1,378,706	$1,422,714
Other Financing Uses	$465,223	$1,179,085	$1,034,100	$1,017,100
Utilities	$768,164	$739,600	$1,001,370	$1,139,100
Supplies	$580,554	$784,700	$722,499	$752,700
Capital Outlays	$1,424,136	$54,000	$29,000	$4,000
Other Expenses	$241,058	$277,593	$372,482	$406,956
OPERATING TOTAL	**$6,686,786**	**$7,085,523**	**$7,158,266**	**$7,238,170**
Personnel				
Salaries	$1,888,868	$2,115,616	$2,156,558	$2,218,058
Benefits	$836,345	$1,096,439	$1,126,158	$1,183,975
PERSONNEL TOTAL	**$2,725,212**	**$3,212,055**	**$3,282,716**	**$3,402,033**
TOTAL	**$9,411,998**	**$10,297,578**	**$10,440,982**	**$10,640,203**

REVENUES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Charges for Services	$11,177,196	$10,797,300	$12,713,600	$13,094,499
Use of Money & Prop	$738,105	$0	$425,000	$425,000
Revenue from Other	$143,318	$0	$0	$0
Other Finance Source	$13,462	$0	$0	$0
Other Revenues	$286	$0	$0	$0
TOTAL	**$12,072,368**	**$10,797,300**	**$13,138,600**	**$13,519,499**

POSITION ALLOCATIONS

Position Name	FY2026	FY2027
FTE		
DEPUTY PW DIR CITY ENG	0.125	0.125
WASTEWATER PLANT SUPERVISOR	1	1
PUBLIC WORKS INSPECTOR	0.25	0.25
DEPUTY PW DIR OPERATIONS	0.125	0.125
PROJECT MANAGER	0.375	0.375
SENIOR MGMNT ANALYST	0.5	0.5
SENIOR CIVIL ENGINEER	0.075	0.075
WASTEWATER OPERATOR III	3	3
WATER QUALITY SUPERVISOR	0.5	0.5
WQ TECHNICIAN I	0.5	0.5
DEPUTY PW DIR UTILITIES	0.5	0.5
MAINTENANCE TECHNOLOGIST I	2	2
SENIOR ADMINISTRATIVE CLERK	1	1
LABORATORY ANALYST	0.5	0.5
MAINTENANCE TECHNOLOGIST II	2	2
WQ TECHNICIAN II	0.5	0.5
WASTEWATER OPERATOR II	1	1
WASTEWATER PLANT SUPT	1	1
ASSOCIATE CIVIL ENGINEER	0.125	0.125
FTE	**15.075**	**15.075**

PUBLIC WORKS WATER ENTERPRISE

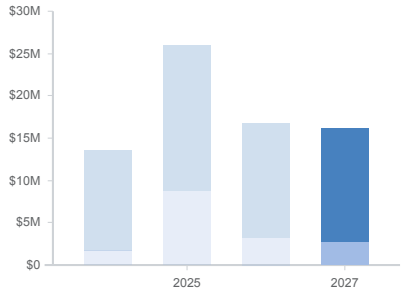
FY2026 & FY2027

DEPARTMENT OVERVIEW

The Water Enterprise is committed to protecting the health and safety of the City by providing an adequate, reliable supply of clean, potable water that meets all federal and state standards. The Water Enterprise is responsible for the operation, maintenance, repair, and capital improvements of the raw (untreated) water transmission system, the Water Treatment Plant (WTP), the water distribution system, and the storage system. The Water Enterprise is also responsible for the purchase, treatment, and distribution of drinking water, which includes negotiation and management of the City's water supply contracts and the agreement to supply untreated water to the Valero Benicia Refinery. The City's water supply sources include the State Water Project (North Bay Aqueduct - Delta water), Solano Project (Lake Berryessa), and Sulphur Springs Creek (Lake Herman). The Water Enterprise is regulated by the California State Water Resources Control Board – Division of Drinking Water.

EXPENSES

Data Updated Jun 10, 2025, 7:08 AM

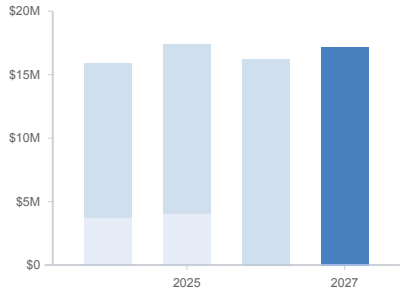


$16,058,075.00

Expenses in 2027

REVENUES

Data Updated Jun 10, 2025, 7:08 AM



$17,094,600.00

Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
WATER MAINTENANCE	$1,690,863	$8,692,504	$3,176,457	$2,762,694
WATER TREATMENT	$11,940,813	$17,188,672	$13,525,200	$13,295,381
TOTAL	**$13,631,675**	**$25,881,176**	**$16,701,657**	**$16,058,075**

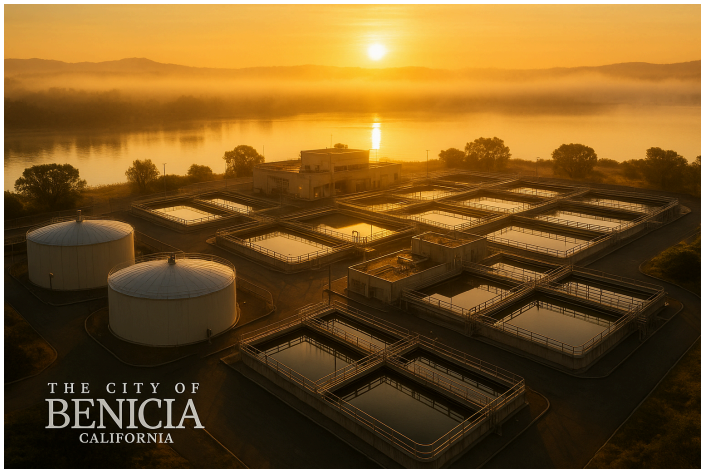
REVENUES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
WATER MAINTENANCE	$3,695,566	$4,035,000	$102,000	$102,000
WATER TREATMENT	$12,244,609	$13,326,000	$16,153,900	$16,992,600
TOTAL	**$15,940,175**	**$17,361,000**	**$16,255,900**	**$17,094,600**

POSITION ALLOCATIONS

Position Name	FY2026	FY2027
FTE		
ASSOCIATE CIVIL ENGINEER	0.125	0.125
DEPUTY PW DIR CITY ENG	0.125	0.125
DEPUTY PW DIR OPERATIONS	0.125	0.125
DEPUTY PW DIR UTILITIES	0.5	0.5
FIELD UTILITIES STREETS APPR	3	3
FIELD UTILITIES STREETS JRNY	2	2
FIELD UTILITIES STREETS SUP	0.5	0.5
LABORATORY ANALYST	0.5	0.5
MAINTENANCE TECHNOLOGIST I	3	3
MAINTENANCE WORKER III PW	1	1
PROJECT MANAGER	0.375	0.375
PUBLIC WORKS INSPECTOR	0.25	0.25
PUBLIC WORKS MAINT SUPT	0.33	0.33
SENIOR ADMINISTRATIVE CLERK	1.25	1.25
SENIOR CIVIL ENGINEER	0.075	0.075
SENIOR MGMNT ANALYST	0.5	0.5
WATER OPERATOR III	2	2
WATER OPERATOR IV	4	4
WATER PLANT SUPERVISOR	1	1
WATER PLANT SUPT	1	1
WATER QUALITY SUPERVISOR	0.5	0.5
WQ TECHNICIAN I	0.5	0.5
WQ TECHNICIAN II	0.5	0.5
FTE	**23.155**	**23.155**

WATER MAINTENANCE



WATER TREATMENT

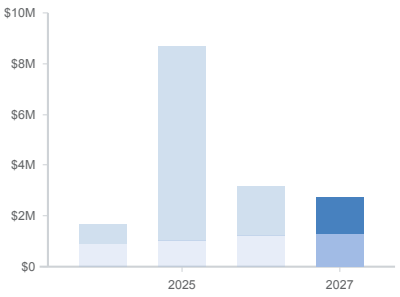
WATER MAINTENANCE

FY2026 & FY2027

DIVISION OVERVIEW

EXPENSES

Data Updated Jun 10, 2025, 7:08 AM

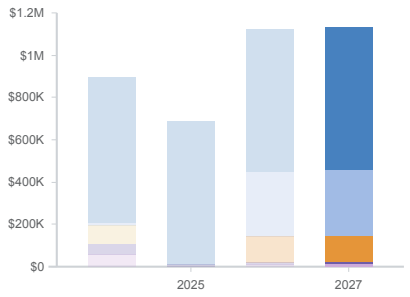


$2,762,694.00

Expenses in 2027

REVENUES

Data Updated Jun 10, 2025, 7:08 AM



$1,133,143.00

Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Operating				
Capital Outlays	-$174,309	$5,881,331	$403,500	$3,500
Prof/Tech Services	$584,938	$1,386,331	$1,123,650	$1,056,400
Supplies	$233,920	$286,875	$278,400	$279,800
Other Expenses	$69,873	$73,956	$104,213	$113,518
Cost Allocations	$44,257	$44,022	$47,764	$50,069
Utilities	$10,559	$15,560	$9,000	$9,000
Other Financing Uses	$7,669	$0	$0	$0
OPERATING TOTAL	**$776,906**	**$7,688,075**	**$1,966,527**	**$1,512,287**
Personnel				
Salaries	$636,406	$637,948	$804,795	$825,943
Benefits	$277,550	$366,481	$405,135	$424,464
PERSONNEL TOTAL	**$913,956**	**$1,004,429**	**$1,209,930**	**$1,250,407**
TOTAL	**$1,690,863**	**$8,692,504**	**$3,176,457**	**$2,762,694**

REVENUES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Other Finance Source	$1,983,710	$4,000,000	$0	$0
Revenue from Other	$1,503,433	$0	$0	$0
Use of Money & Prop	$204,360	$35,000	$102,000	$102,000
Other Revenues	$8,027	$0	$0	$0
Charges for Services	-$3,964	$0	$0	$0
TOTAL	**$3,695,566**	**$4,035,000**	**$102,000**	**$102,000**

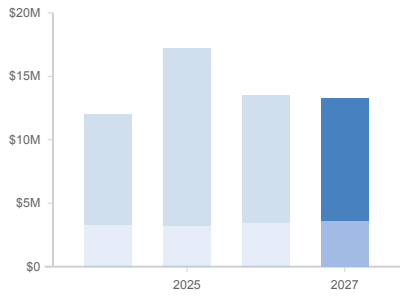
POSITION ALLOCATIONS

Position Name	FY2026	FY2027
FTE		
PUBLIC WORKS MAINT SUPT	0.33	0.33
FIELD UTILITIES STREETS SUP	0.5	0.5
SENIOR ADMINISTRATIVE CLERK	0.25	0.25
MAINTENANCE WORKER III PW	1	1
FIELD UTILITIES STREETS APPR	3	3
FIELD UTILITIES STREETS JRNY	2	2
FTE	**7.08**	**7.08**

DIVISION OVERVIEW

EXPENSES

Data Updated Jun 10, 2025, 7:08 AM



$13,295,381.00

Expenses in 2027

REVENUES

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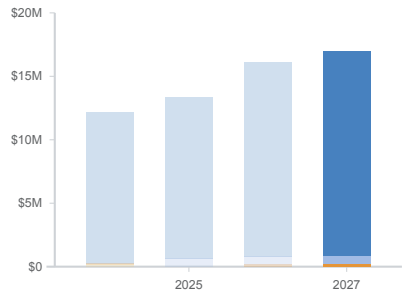

$16,992,600.00

Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Operating				
Other Financing Uses	$2,170,239	$6,061,111	$2,059,100	$2,054,400
Prof/Tech Services	$1,200,251	$2,510,700	$2,460,800	$2,282,600
Supplies	$1,214,029	$2,002,160	$2,105,200	$2,162,800
Cost Allocations	$1,366,915	$1,449,210	$1,454,184	$1,500,832
Utilities	$1,116,989	$1,311,260	$1,297,200	$1,167,500
Capital Outlays	$1,249,518	$302,000	$241,000	$66,000
Other Expenses	$307,555	$367,540	$469,364	$486,466
OPERATING TOTAL	**$8,625,496**	**$14,003,981**	**$10,086,848**	**$9,720,598**
Personnel				
Salaries	$2,051,374	$2,077,840	$2,268,985	$2,346,534
Benefits	$1,263,942	$1,106,851	$1,169,367	$1,228,249
PERSONNEL TOTAL	**$3,315,316**	**$3,184,691**	**$3,438,352**	**$3,574,783**
TOTAL	**$11,940,813**	**$17,188,672**	**$13,525,200**	**$13,295,381**

REVENUES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Charges for Services	$11,967,850	$12,666,000	$15,295,700	$16,134,500
Other Finance Source	$5,650	$660,000	$654,700	$654,600
Use of Money & Prop	$136,682	$0	$203,500	$203,500
Revenue from Other	$126,015	$0	$0	$0
Other Revenues	$8,413	$0	$0	$0
TOTAL	**$12,244,609**	**$13,326,000**	**$16,153,900**	**$16,992,600**

POSITION ALLOCATIONS

Position Name	FY2026	FY2027
FTE		
WATER OPERATOR IV	4	4
DEPUTY PW DIR CITY ENG	0.125	0.125
PUBLIC WORKS INSPECTOR	0.25	0.25
DEPUTY PW DIR OPERATIONS	0.125	0.125
WATER PLANT SUPT	1	1
WATER PLANT SUPERVISOR	1	1
PROJECT MANAGER	0.375	0.375
SENIOR MGMNT ANALYST	0.5	0.5
SENIOR CIVIL ENGINEER	0.075	0.075
WATER QUALITY SUPERVISOR	0.5	0.5
WQ TECHNICIAN I	0.5	0.5
DEPUTY PW DIR UTILITIES	0.5	0.5
MAINTENANCE TECHNOLOGIST I	3	3
SENIOR ADMINISTRATIVE CLERK	1	1
LABORATORY ANALYST	0.5	0.5
WATER OPERATOR III	2	2
WQ TECHNICIAN II	0.5	0.5
ASSOCIATE CIVIL ENGINEER	0.125	0.125
FTE	**16.075**	**16.075**

FUND SUMMARIES

FY2026 & FY2027

EXPENSES

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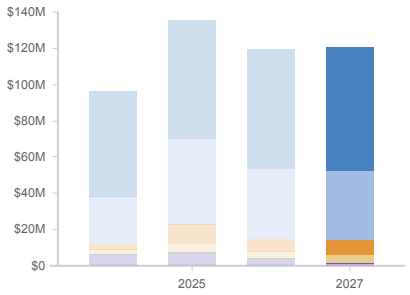

$120,220,121.00

Expenses in 2027

REVENUES

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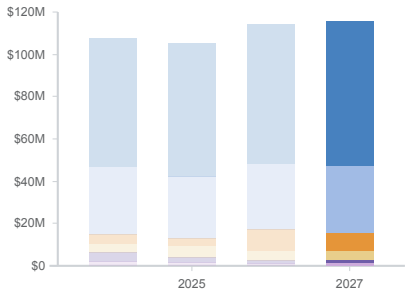


$115,490,052.00

Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
General fund				
GENERAL FUND	$57,585,547	$65,115,189	$65,859,686	$67,869,825
COMUNITY SERVICES	$193,047	$200,901	$186,584	$186,932
ARTS CULTURE	$173,765	$119,920	$106,683	$106,883
ECONOMIC DEVELOP ACTIVITIES	$42,396	$43,668	$44,759	$46,102
PAYROLL	-$114	$0	$0	$0
GENERAL FUND TOTAL	**$57,994,641**	**$65,479,678**	**$66,197,712**	**$68,209,742**
Enterprise funds				
WATER OPERATIONS	$13,655,947	$19,343,753	$15,642,800	$15,399,193
WASTEWATER OPERATIONS	$10,620,316	$13,162,077	$13,645,207	$13,745,330
WASTEWATER MAJOR CAPITAL	$15,593	$7,048,634	$3,651,227	$7,051,264
WATER MAJOR CAPITAL	-$172,294	$5,881,323	$402,554	$2,631
MARINA FUND	$1,884,935	$800,968	$1,031,560	$975,665
WATER CONNECTION	$124,076	$0	$3,200,000	$0
ADVANCED METERING	$130,218	$656,100	$656,303	$656,251
WASTEWATER CONNECTION	$520,119	$3,134	$3,213	$3,309
ENTERPRISE FUNDS TOTAL	**$26,778,910**	**$46,895,989**	**$38,232,864**	**$37,833,643**
Special revenue funds				
ROAD MAINT REHAB ACCT (RMRA)	$0	$720,000	$4,140,000	$4,300,000
GRANT FUND	$231,513	$4,873,887	$0	$0
GAS TAX	$731,292	$1,324,155	$767,411	$619,225
CDD MISC GRANTS	$84,875	$1,108,352	$735,430	$280,189
L&L-RESIDENTIAL	$251,721	$898,848	$333,023	$322,318
MEASURE F	$0	$0	$0	$1,800,877
COPS SLEF	$88,242	$157,758	$510,000	$390,000
FAMILY RESOURCE CENTER	$451,541	$205,272	$35,736	$35,736
LIBRARY GRANTS	$173,401	$174,627	$107,475	$95,4

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
L&L-FLEETSIDE	$49,882	$321,630	$75,535	$71,182
COMMUNITY SERVICES PROGRAMS	$53,890	$100,000	$100,000	$100,000
LIBRARY DONATIONS	$74,772	$90,590	$72,990	$73,203
YOUTH ACTION COALITION	$56,365	$71,000	$71,000	$71,000
L&L-EAST 2ND STREET	$29,648	$132,764	$46,321	$40,768
L&L-COLUMBUS PKWY	$13,487	$185,765	$25,485	$23,738
POLICE GRANTS	$112,523	$116,721	$10,350	$0
HUMAN SERVICES	$49,797	$124,411	$0	$0
RECYCLING GRANTS	$45,769	$91,858	$12,000	$12,000
L&L-GOODYEAR ROAD	$9,242	$32,961	$16,548	$14,462
AB2164 CASP	$0	$3,001	$28,000	$28,000
TOURTELOT MITIGATION	$9,089	$15,000	$15,000	$15,000
SP DEPOT	$3,932	$10,000	$10,000	$10,000
COUNTY LIBRARY SALES TAX	$215	$0	$0	$0
SPECIAL REVENUE FUNDS TOTAL	**$2,521,196**	**$10,758,600**	**$7,112,304**	**$8,303,196**
Internal service funds				
ISF-WC INSURANCE	$798,387	$1,264,960	$1,344,500	$1,369,000
ISF-SOLAR UTILITIES	$858,640	$1,028,945	$841,800	$649,000
ISF-VEH & EQUIP REPLACEMENT	$209,964	$899,000	$646,200	$940,000
ISF-PERS STABILIZATION FUND	$414,600	$676,531	$692,700	$717,700
ISF-EQUIPMENT SERVICE	$402,077	$519,130	$581,464	$606,208
ISF-ADMIN UB	$145,850	$199,809	$166,242	$177,032
ISF-EQUIPMENT REPLACEMENT	$208,640	$319,000	$0	$0
ISF-FACILITIES MAINTENANCE	$291,579	$0	$0	$0
INTERNAL SERVICE FUNDS TOTAL	**$3,329,737**	**$4,907,375**	**$4,272,906**	**$4,458,940**
Capital projects funds				
2023 STREET RESURFACING	$1,629,609	$1,147,654	$2,037,632	$0
PARK RD	$1,940,687	$0	$0	$0
COLUMBUS PARKWAY CIP	$28,857	$1,552,452	$0	$0
STREETS CAPITAL PROJECT	$76,919	$1,407,231	$0	$0
PEDESTRIAN BRIDGE	$123,756	$1,277,690	$0	$0
CAPITAL PROJECTS	$0	$0	$500,000	$500,000
GUARDRAIL VARIOUS	$810,090	$130,687	$0	$0
E 5TH ST	$29,506	$265,494	$400,000	$0
PEDESTRIAN IMPROVEMENT PROJECT	$378,014	$0	$0	$0
CDD PW TENANT IMPROVEMENTS	$70,901	$259,099	$0	$0
MARINE DEBRIS REMOVAL	$0	$0	$100,000	$200,000
ERP	$93,495	$141,035	$0	$0
MEASURE C CAPITAL PROJECTS	$0	$200,000	$0	$0
TRANSPORTATION IMPACT FEE	$8,944	$189,136	$0	$0
LIBRARY BASEMENT PROJECT	$0	$10,500	$0	$0
CAPITAL PROJECTS FUNDS TOTAL	**$5,190,779**	**$6,580,978**	**$3,037,632**	**$700,000**
Custodial funds				
AD-MCALLISTER	$683,941	$698,754	$676,200	$675,600
CUSTODIAL FUNDS TOTAL	**$683,941**	**$698,754**	**$676,200**	**$675,600**
Pension trust funds				
SECTION 115 TRUST	$154,743	$35,000	$36,000	$39,000
PENSION TRUST FUNDS TOTAL	**$154,743**	**$35,000**	**$36,000**	**$39,000**
TOTAL	**$96,653,947**	**$135,356,374**	**$119,565,618**	**$120,220,121**

REVENUES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
General fund				
GENERAL FUND	$60,507,751	$62,595,918	$65,859,686	$67,869,825
COMUNITY SERVICES	$132,265	$209,411	$175,000	$175,0

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
ARTS CULTURE	$151,912	$111,000	$100,000	$100,000
ECONOMIC DEVELOP ACTIVITIES	$39,050	$7,500	$18,000	$18,000
CAPITAL LICENSE	$15,466	$0	$2,000	$2,000
CABLE	$1,645	$0	$0	$0
LIBRARY DEVELOPMENT IMPACT FEE	$322	$0	$0	$0
GENERAL FUND TOTAL	**$60,848,412**	**$62,923,829**	**$66,154,686**	**$68,164,825**
Enterprise funds				
WATER OPERATIONS	$14,077,174	$12,666,000	$15,495,700	$16,334,500
WASTEWATER OPERATIONS	$12,069,820	$10,797,300	$13,138,600	$13,519,499
WATER MAJOR CAPITAL	$1,253,103	$4,035,000	$102,000	$102,000
WASTEWATER MAJOR CAPITAL	$542,543	$1,145,000	$1,004,000	$1,004,000
ADVANCED METERING	$1,009,023	$660,000	$658,200	$658,100
MARINA FUND	$2,215,498	$335,000	$48,000	$48,000
WASTEWATER CONNECTION	$376,394	$0	$162,000	$162,000
WATER CONNECTION	$164,010	$0	$63,000	$63,000
ENTERPRISE FUNDS TOTAL	**$31,707,565**	**$29,638,300**	**$30,671,500**	**$31,891,099**
Special revenue funds				
ROAD MAINT REHAB ACCT (RMRA)	$1,208,138	$2,001,993	$3,982,000	$3,272,877
MEASURE F	$0	$0	$3,758,462	$3,852,424
GAS TAX	$826,270	$0	$813,964	$27,000
CDD MISC GRANTS	$135,802	$515,430	$735,430	$280,189
L&L-RESIDENTIAL	$438,551	$300,000	$299,885	$299,885
FAMILY RESOURCE CENTER	$479,879	$213,760	$2,500	$2,500
COPS SLEF	$211,562	$102,000	$185,000	$185,000
GRANT FUND	$406,626	$0	$80,000	$80,000
LIBRARY GRANTS	$197,233	$122,949	$82,000	$82,000
L&L-FLEETSIDE	$91,475	$78,000	$79,977	$79,977
YOUTH ACTION COALITION	$87,344	$71,000	$71,000	$71,000
LIBRARY DONATIONS	$75,808	$70,000	$70,000	$70,000
COMMUNITY SERVICES PROGRAMS	$54,777	$30,000	$30,000	$30,000
POLICE GRANTS	$74,452	$55,000	$0	$0
L&L-EAST 2ND STREET	$32,966	$28,000	$28,000	$28,000
RECYCLING GRANTS	$51,159	$12,000	$14,000	$14,000
AB2164 CASP	$10,988	$2,000	$59,750	$12,000
L&L-COLUMBUS PKWY	$23,837	$15,800	$15,800	$15,800
DEVELOPER DEPOSITS	$35,981	$0	$15,000	$15,000
VALERO GNSC	$19,598	$0	$5,000	$5,000
TOURTELOT MITIGATION	$19,854	$3,000	$0	$0
SP DEPOT	$10,757	$2,500	$3,000	$3,000
L&L-GOODYEAR ROAD	$5,455	$4,000	$4,000	$4,000
ALCOHOL TOBACCO OTHER DRUGS	$9,213	$0	$0	$0
HUMAN SERVICES	$6,945	$0	$0	$0
ASSET FORFEITURE	$5,194	$0	$0	$0
COUNTY LIBRARY SALES TAX	$5,037	$0	$0	$0
FEMA	$2,794	$0	$1,000	$1,000
CDBG	$2,557	$0	$0	$0
SPECIAL REVENUE FUNDS TOTAL	**$4,530,251**	**$3,627,432**	**$10,335,768**	**$8,430,652**
Internal service funds				
ISF-SOLAR UTILITIES	$1,753,671	$952,300	$1,059,510	$853,950
ISF-VEH & EQUIP REPLACEMENT	$168,708	$1,826,000	$993,642	$1,038,824
ISF-WC INSURANCE	$741,867	$1,145,247	$865,016	$903,767
ISF-PERS STABILIZATION FUND	$702,679	$672,631	$696,631	$721,731
ISF-EQUIPMENT SERVICE	$555,544	$549,847	$582,340	$611,208
ISF-ADMIN UB	$148,483	$220,704	$174,022	$183,296
ISF-EQUIPMENT REPLACEMENT	$71,731	$0	$0	$0
ISF-FACILITIES MAINTENANCE	$17,758	$0	$0	$0
INTERNAL SERVICE FUNDS TOTAL	**$4,160,442**	**$5,366,729**	**$4,371,161**	**$4,312,776**
Capital projects funds				

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
MARINE DEBRIS REMOVAL	$1,940,700	$1,000,000	$1,000,000	$1,000,000
CAPITAL PROJECTS	$0	$0	$502,500	$502,500
STREETS CAPITAL PROJECT	$236,008	$608,800	$0	$0
GUARDRAIL VARIOUS	$750,872	$0	$0	$0
2023 STREET RESURFACING	$261,930	$200,000	$0	$0
PEDESTRIAN IMPROVEMENT PROJECT	$320,940	$0	$0	$0
2017 STORM PROJECT WEST 7TH ST	$308,671	$0	$0	$0
PEDESTRIAN BRIDGE	$272,400	$0	$0	$0
E 5TH ST	$34,150	$221,000	$0	$0
TRANSPORTATION IMPACT FEE	$5,048	$92,650	$100	$100
PARK RD	$75,834	$0	$0	$0
COLUMBUS PARKWAY CIP	$62,381	$0	$5,000	$5,000
CDD PW TENANT IMPROVEMENTS	$8,460	$30,000	$0	$0
SP DEPOT CAPITAL PROJECT	$29,572	$0	$0	$0
MEASURE C CAPITAL PROJECTS	$22,232	$0	$0	$0
ERP	$19,639	$0	$0	$0
2017 FEMA STORM PROJ LK HERMAN	$15,561	$0	$0	$0
PARKLAND IMPACT FEE	$15,495	$0	$0	$0
LIBRARY BASEMENT PROJECT	$13,966	$0	$0	$0
MICRO SURFACING PROJECT	$3,780	$0	$0	$0
EAST E STREET PARKING LOT	$3,016	$0	$0	$0
FITZGERALD	$2,993	$0	$0	$0
2017 FEMA STORM DAMAGE E 2ND S	$759	$0	$0	$0
MCALLISTER CAPITAL PROJECT	$436	$0	$100	$100
PARKLAND IN-LIEU QUIMBY FEE	$221	$0	$0	$0
CAPITAL PROJECTS FUNDS TOTAL	**$4,405,065**	**$2,152,450**	**$1,507,700**	**$1,507,700**
Pension trust funds				
SECTION 115 TRUST	$1,132,334	$1,000,000	$500,000	$500,000
PENSION TRUST FUNDS TOTAL	**$1,132,334**	**$1,000,000**	**$500,000**	**$500,000**
Custodial funds				
AD-MCALLISTER	$737,236	$678,000	$683,000	$683,000
AFFORDABLE HOUSING	$984	$0	$0	$0
AD-FLEETSIDE	$121	$0	$0	$0
CUSTODIAL FUNDS TOTAL	**$738,341**	**$678,000**	**$683,000**	**$683,000**
Debt service funds	$9,537	$0	$0	$0
TOTAL	**$107,531,946**	**$105,386,740**	**$114,223,815**	**$115,490,052**

SEE DETAILED FUND PAGES BELOW

ARTS CULTURE

COMMUNITY SERVICES FUND

COMMUNITY SERVICES PROGRAMS

GAS TAX

GENERAL FUND

ISF-EQUIPMENT SERVICE

ISF-PERS STABILIZATION FUND

ISF-SOLAR UTILITIES

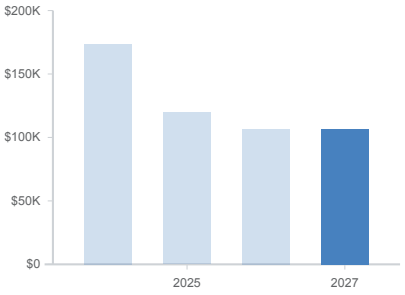
ISF-VEHICLE & EQUIPMENT REPLACEMENT
ISF-WC INSURANCE
LIBRARY DONATIONS
LIBRARY GRANTS
MARINA ENTERPRISE
OTHER FUNDS
POLICE GRANTS
RECYCLING GRANTS
ROAD MAINT REHAB ACCT (RMRA)
SECTION 115 TRUST
TOURTELOT MITIGATION
WASTEWATER ENTERPRISE
WATER ENTERPRISE

FUND OVERVIEW

This fund accounts for donations and City-funded programs of the Arts & Cultural Commission. Activity includes donations received and restricted to the program and general City subsidies.

EXPENSES

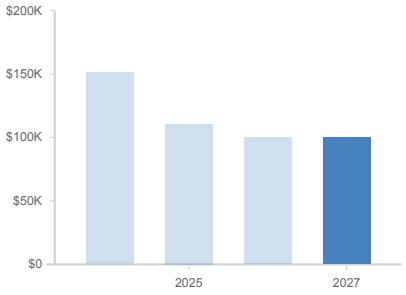
Data Updated Jun 10, 2025, 7:08 AM



$106,883.00
Expenses in 2027

REVENUES

Data Updated Jun 10, 2025, 7:08 AM



$100,000.00
Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Operating				
Other Expenses	$156,967	$98,000	$100,000	$100,000
Cost Allocations	$6,330	$6,520	$6,683	$6,883
Prof/Tech Services	$7,000	$15,400	$0	$0
Supplies	$3,468	$0	$0	$0
OPERATING TOTAL	**$173,765**	**$119,920**	**$106,683**	**$106,883**
TOTAL	**$173,765**	**$119,920**	**$106,683**	**$106,883**

REVENUES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Other Finance Source	$150,014	$111,000	$100,000	$100,000
Use of Money & Prop	$1,726	$0	$0	$0
Donations	$172	$0	$0	$0
TOTAL	**$151,912**	**$111,000**	**$100,000**	**$100,000**

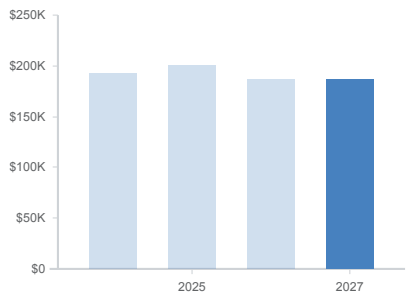
COMMUNITY SERVICES

FY2026 & FY2027

FUND OVERVIEW

EXPENSES

Data Updated Jun 10, 2025, 7:08 AM

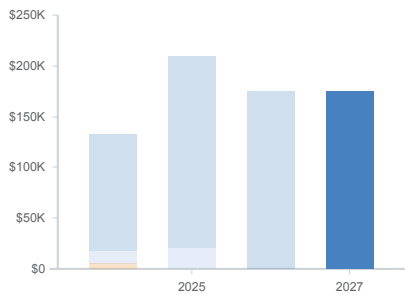


$186,932.00

Expenses in 2027

REVENUES

Data Updated Jun 10, 2025, 7:08 AM



$175,000.00

Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Operating				
Other Expenses	$182,075	$189,600	$175,000	$175,000
Cost Allocations	$10,972	$11,301	$11,584	$11,932
OPERATING TOTAL	**$193,047**	**$200,901**	**$186,584**	**$186,932**
TOTAL	**$193,047**	**$200,901**	**$186,584**	**$186,932**

REVENUES

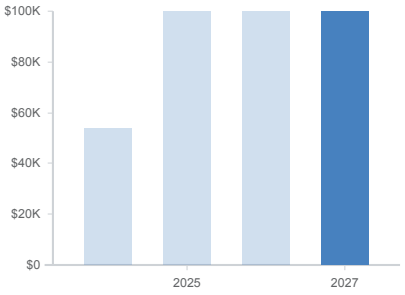
	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Other Finance Source	$115,090	$189,411	$175,000	$175,000
Donations	$12,384	$20,000	$0	$0
Use of Money & Prop	$4,791	$0	$0	$0
TOTAL	**$132,265**	**$209,411**	**$175,000**	**$175,000**

FUND OVERVIEW

The Community Services Programs Fund accounts for monies received from developers, grants, and cemetery fees for expenditures to maintain the City Cemetery and local grant funds provided for a Citywide tree maintenance program.

EXPENSES

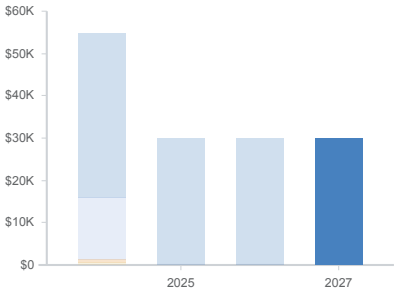
Data Updated Jun 10, 2025, 7:08 AM



$100,000.00
Expenses in 2027

REVENUES

Data Updated Jun 10, 2025, 7:08 AM



$30,000.00
Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Operating				
Prof/Tech Services	$45,000	$51,300	$51,300	$51,300
Capital Outlays	$8,890	$48,700	$48,700	$48,700
OPERATING TOTAL	**$53,890**	**$100,000**	**$100,000**	**$100,000**
TOTAL	**$53,890**	**$100,000**	**$100,000**	**$100,000**

REVENUES

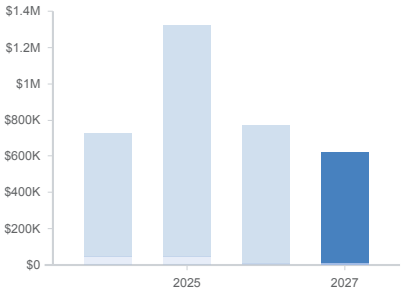
	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Charges for Services	$38,754	$30,000	$30,000	$30,000
Use of Money & Prop	$14,913	$0	$0	$0
Other Finance Source	$561	$0	$0	$0
Other Revenues	$550	$0	$0	$0
TOTAL	**$54,777**	**$30,000**	**$30,000**	**$30,000**

FUND OVERVIEW

The Gas Tax Fund is required by State law to account for California state gasoline taxes. This tax is primarily distributed to cities based on population and proportion of registered vehicles. Gas Tax funds must be spent on public street-related maintenance and capital expenditures.

EXPENSES

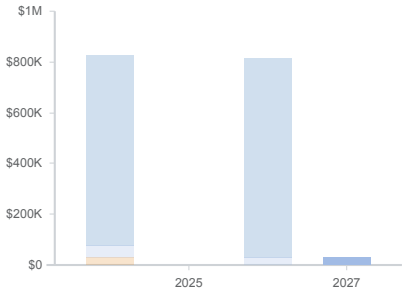
Data Updated Jun 10, 2025, 7:08 AM



$619,225.00
Expenses in 2027

REVENUES

Data Updated Jun 10, 2025, 7:08 AM



$27,000.00
Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Operating				
Prof/Tech Services	$260,454	$534,200	$429,200	$429,200
Capital Outlays	$48,439	$475,561	$250,000	$100,000
Utilities	$205,286	$185,400	$0	$0
Cost Allocations	$38,563	$39,720	$40,713	$41,934
Supplies	$28,260	$40,000	$40,000	$40,000
Other Financing Uses	$104,000	$0	$0	$0
Other Expenses	$676	$3,060	$955	$1,003
OPERATING TOTAL	**$685,678**	**$1,277,941**	**$760,868**	**$612,137**
Personnel				
Salaries	$34,034	$29,025	-$1,200	-$1,236
Benefits	$11,580	$17,189	$7,743	$8,324
PERSONNEL TOTAL	**$45,614**	**$46,214**	**$6,543**	**$7,088**
TOTAL	**$731,292**	**$1,324,155**	**$767,411**	**$619,225**

REVENUES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Revenue from Other	$748,132	$0	$786,964	$0
Use of Money & Prop	$50,450	$0	$27,000	$27,000
Other Revenues	$25,952	$0	$0	$0
Other Finance Source	$1,736	$0	$0	$0
TOTAL	**$826,270**	**$0**	**$813,964**	**$27,000**

BUDGET HOME

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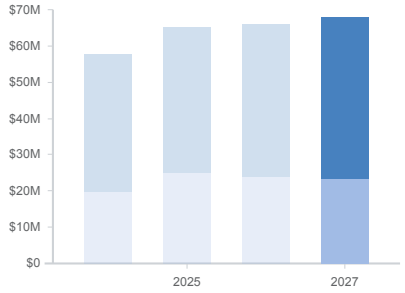
FUND OVERVIEW

The General Fund is the primary operating fund of the City and is used for all general revenues not specifically levied or collected for other City funds and the related expenditures.

EXPENSES

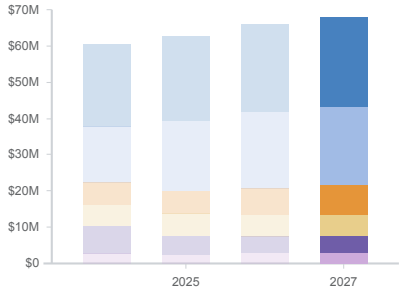
Data Updated Jun 10, 2025, 7:08 AM



$67,869,825.00
Expenses in 2027

REVENUES

Data Updated Jun 10, 2025, 7:08 AM



$67,869,825.00
Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Personnel				
Salaries	$24,824,771	$25,591,936	$26,904,514	$27,348,648
Benefits	$12,920,915	$14,494,816	$15,284,307	$17,272,548
PERSONNEL TOTAL	**$37,745,686**	**$40,086,752**	**$42,188,821**	**$44,621,196**
Operating				
Prof/Tech Services	$7,495,882	$10,638,502	$11,855,995	$11,106,528
Other Financing Uses	$6,071,363	$7,089,354	$3,533,350	$3,700,300
Other Expenses	$2,203,952	$2,403,715	$2,713,803	$2,914,914
Utilities	$1,793,173	$2,161,093	$1,851,930	$1,913,068
Supplies	$1,495,226	$1,751,889	$2,088,478	$2,021,458
Cost Allocations	$445,421	$515,384	$1,394,809	$1,464,361
Capital Outlays	$334,843	$468,500	$232,500	$128,000
OPERATING TOTAL	**$19,839,861**	**$25,028,437**	**$23,670,865**	**$23,248,629**
TOTAL	**$57,585,547**	**$65,115,189**	**$65,859,686**	**$67,869,825**

REVENUES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Property Taxes				
SECURED TAXES	$18,233,729	$18,831,962	$19,446,117	$20,078,116
PROPERTY TAX IN LIEU	$2,772,402	$2,846,716	$2,942,371	$3,045,354
UNSECURED TAXES	$760,765	$795,000	$823,491	$852,313
UNITARY TAX	$385,906	$420,000	$437,601	$452,917
SUPPLEMENTAL TAX	$281,208	$290,000	$302,017	$312,587
HOMEOWNER EXEMPTIONS	$106,531	$110,000	$103,620	$107,246
IN LIEU PROPERTY TAX	$41,030	$35,000	$36,138	$37,402
PRIOR YEARS	-$30,741	$25,000	$0	$0
PROPERTY TAXES TOTAL	**$22,550,831**	**$23,353,678**	**$24,091,355**	**$24,885,935**
Sales Tax				
SALES TAX	$8,044,825	$7,625,000	$7,828,549	$8,014,888
MEASURE C SALES TAX	$7,569,901	$7,263,800	$7,516,923	$7,704,846
MEASURE B SALES TAX	$0	$4,153,033	$5,637,692	$5,778,634
SALES TAX TOTAL	**$15,614,725**	**$19,041,833**	**$20,983,164**	**$21,498,368**
Utility Users Tax				
UTILITY USERS TAX VALERO	$3,490,223	$4,100,000	$4,621,987	$4,991,746
UTILITY USERS TAX GAS-ELECT	$2,317,623	$1,900,000	$2,317,240	$2,533,696
UTILITY USERS TAX TELEPHONE	$291,518	$288,548	$235,534	$223,123
UTILITY USERS TAX CATV	$238,380	$264,440	$241,575	$227,803
UTILITY USERS TAX TOTAL	**$6,337,745**	**$6,552,988**	**$7,416,336**	**$7,976,368**
Charges for Services				
CHARGES FOR SERVICE GEN FUND	$2,830,843	$2,878,304	$2,924,163	$3,010,086
RECREATION PROGRAMS	$677,130	$575,000	$480,000	$480,000
REIMBURSABLE OVERTIME	$192,554	$616,000	$330,000	$330,000
SPECIAL POLICE SERVICES	$236,666	$243,000	$250,000	$250,000
SPORTS	$263,098	$245,000	$230,000	$230,000
AQUATICS PROGRAM	$237,421	$210,000	$200,000	$200,000
PLAN CHECK FEES	$0	$245,000	$249,900	$254,900
SPECIAL FIRE SERVICES	$193,852	$115,000	$200,000	$220,000
INDOOR FACILITIES FEE	$187,518	$200,000	$150,000	$150,000
TECHNOLOGY FEE	$119,514	$185,659	$175,500	$178,700
SPECIALTY CLASSES	$155,484	$130,500	$103,800	$103,800
PLAN PROCESSING FEE	$146,241	$148,941	$67,100	$67,900
OUTDOOR FACILITIES	$115,043	$105,000	$90,000	$90,000
ENGINEERING & INSPECTION	$72,622	$80,000	$65,000	$65,000
FIRST RESPONDER	$67,092	$55,000	$65,000	$65,000
PLAN REVIEW-CONSULTANT	$0	$66,700	$68,100	$69,500
GENERAL PLAN MAINT	$39,165	$40,000	$58,400	$59,600
CANNABIS LICENSE	$35,080	$30,000	$24,668	$24,668
PLAN REVIEW- DEV ENG	$0	$0	$25,500	$26,100
STORMWATER INSPECTION FEE	$7,500	$43,000	$0	$0
TOWING FEES	$10,488	$12,000	$12,000	$12,000
ELECTRIC VEHICLE CHG ST FEES	$13,669	$0	$15,000	$15,000
SERVICE CHARGE SPECIAL REVENUE	$27,578	$0	$0	$0
SENIOR CENTER PROGRAM	$11,275	$4,500	$4,500	$4,500
INVESTIGATION FEES	-$3,000	$4,000	$10,000	$10,000
PARKS TREE FEE	$2,945	$12,000	$0	$0
PLAN REV- CONSULTANT- DEV ENG	$0	$0	$6,400	$6,600
CHARGES FOR SERVICES	$6,541	$3,000	$0	$0
OTHER FEES	$6,250	$0	$0	$0
CHARGES FOR SERVICES TOTAL	**$5,652,567**	**$6,247,604**	**$5,805,031**	**$5,923,354**
Franchise Fee				
FRANCHISE FEE GAS-ELECT	$1,420,119	$925,000	$1,400,000	$1,400,000
FRANCHISE FEE WASTE DISPOSAL	$953,512	$1,000,000	$950,000	$950,000
FRANCHISE FEE CATV	$458,748	$450,000	$450,000	$450,000
FRANCHISE FEE PIPELINE	$15,351	$10,000	$10,000	$10,000

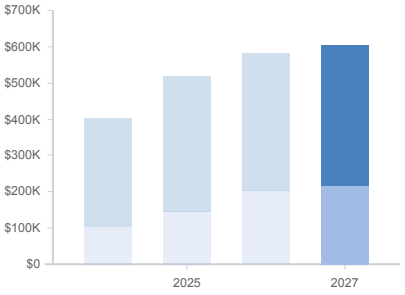
	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
FRANCHISE FEE TOTAL	**$2,847,731**	**$2,385,000**	**$2,810,000**	**$2,810,000**
Other Taxes				
BUSINESS LICENSE TAX	$716,108	$600,000	$540,000	$540,000
TRANSIENT OCCUPANCY TAX	$442,470	$662,500	$500,000	$500,000
CANNABIS TAX	$173,086	$250,000	$200,000	$200,000
PROPERTY TRANSFER TAX	$120,929	$150,000	$130,000	$130,000
OTHER TAXES TOTAL	**$1,452,594**	**$1,662,500**	**$1,370,000**	**$1,370,000**
Use of Money & Prop				
RENTS & CONCESSIONS	$581,814	$759,000	$763,600	$764,600
INVESTMENT EARNINGS	$776,583	$200,000	$400,000	$400,000
LOAN INTEREST REVENUE	$249,275	$0	$0	$0
FAIR MARKET VALUE ADJUSTMENTS	-$10,836	$0	$0	$0
USE OF MONEY & PROP TOTAL	**$1,596,837**	**$959,000**	**$1,163,600**	**$1,164,600**
Licenses & Permits				
CONSTRUCTION PERMIT	$1,005,670	$1,005,415	$1,043,900	$1,064,900
ENCROACHMENT PERMIT	$102,352	$165,000	$120,000	$120,000
DOG LICENSES	$29,661	$50,000	$50,000	$50,000
LICENSES & PERMITS TOTAL	**$1,137,683**	**$1,220,415**	**$1,213,900**	**$1,234,900**
Other Finance Source				
TRANSFER IN	$2,051,971	$115,900	$0	$0
SALE OF CITY PROPERTY	$22,510	$0	$0	$0
OTHER FINANCE SOURCE TOTAL	**$2,074,481**	**$115,900**	**$0**	**$0**
Revenue from Other				
PARAMEDIC-PPP	$364,758	$364,700	$364,800	$364,800
MANDATED COST REIMBURSEMENT	$0	$75,000	$50,000	$50,000
STATE MOTOR VEHICLE FEE	$33,458	$15,000	$50,000	$50,000
POST REIMBURSEMENT	$18,474	$19,000	$39,000	$39,000
STATE GRANTS	$40,726	$0	$0	$0
LOCAL GRANTS	$31,000	$0	$0	$0
FEDERAL GRANTS	$2,172	$0	$0	$0
REVENUE FROM OTHER TOTAL	**$490,589**	**$473,700**	**$503,800**	**$503,800**
Other Revenues				
REIMBURSEMENT TO CITY	$587,645	$339,300	$320,000	$320,000
REFUNDS & REBATES	$48,973	$40,500	$15,500	$15,500
ADMIN FEES	$53,679	$30,000	$15,000	$15,000
LOST & PAID	$1,543	$1,000	$1,000	$1,000
MISCELLANEOUS OTHER INCOME	-$62,936	$34,000	$11,000	$11,000
OTHER REVENUES TOTAL	**$628,903**	**$444,800**	**$362,500**	**$362,500**
Fines & Forfeitures				
ALARM CHARGES	$78,066	$98,000	$98,000	$98,000
VEHICLE CODE FINES	$33,725	$35,000	$35,000	$35,000
TRAFFIC FINES	$3,954	$5,000	$5,000	$5,000
CITATION FINES	$3,746	$500	$500	$500
LIBRARY FINES	$2,773	$0	$1,000	$1,000
FINES & FORFEITURES TOTAL	**$122,264**	**$138,500**	**$139,500**	**$139,500**
Donations				
DONATIONS-GENERAL	$800	$0	$500	$500
DONATIONS TOTAL	**$800**	**$0**	**$500**	**$500**
TOTAL	**$60,507,751**	**$62,595,918**	**$65,859,686**	**$67,869,825**

FUND OVERVIEW

This fund accounts for the maintenance and remodeling of City-owned buildings and facilities.

EXPENSES

Data Updated Jun 10, 2025, 7:08 AM

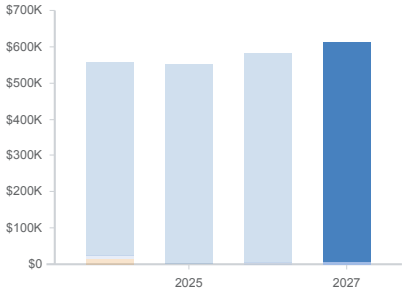


$606,208.00

Expenses in 2027

REVENUES

Data Updated Jun 10, 2025, 7:08 AM



$611,208.00

Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Personnel				
Salaries	$212,900	$237,110	$254,644	$262,683
Benefits	$84,499	$136,829	$123,500	$129,345
PERSONNEL TOTAL	**$297,400**	**$373,939**	**$378,144**	**$392,028**
Operating				
Prof/Tech Services	$61,135	$57,100	$150,880	$161,363
Supplies	$35,931	$40,171	$35,700	$35,700
Utilities	$4,126	$28,800	$9,200	$9,200
Other Expenses	$3,485	$3,920	$7,540	$7,917
Capital Outlays	$0	$15,200	$0	$0
OPERATING TOTAL	**$104,677**	**$145,191**	**$203,320**	**$214,180**
TOTAL	**$402,077**	**$519,130**	**$581,464**	**$606,208**

REVENUES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Charges for Services	$533,831	$549,847	$577,340	$606,208
Use of Money & Prop	$6,195	$0	$5,000	$5,000
Other Finance Source	$15,300	$0	$0	$0
Other Revenues	$219	$0	$0	$0
TOTAL	**$555,544**	**$549,847**	**$582,340**	**$611,2**

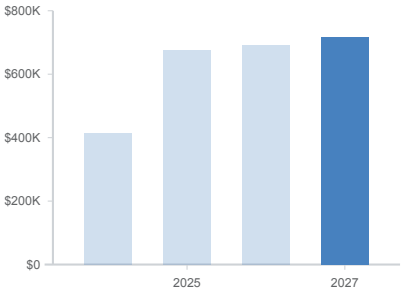
ISF-PERS STABILIZATION

FY2026 & FY2027

FUND OVERVIEW

EXPENSES

Data Updated Jun 10, 2025, 7:08 AM

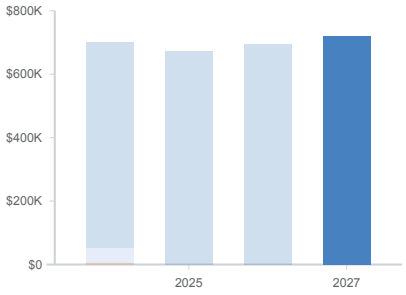


$717,700.00

Expenses in 2027

REVENUES

Data Updated Jun 10, 2025, 7:08 AM



$721,731.00

Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Operating				
Other Financing Uses	$411,004	$672,631	$692,700	$717,700
Prof/Tech Services	$3,596	$3,900	$0	$0
OPERATING TOTAL	**$414,600**	**$676,531**	**$692,700**	**$717,700**
TOTAL	**$414,600**	**$676,531**	**$692,700**	**$717,700**

REVENUES

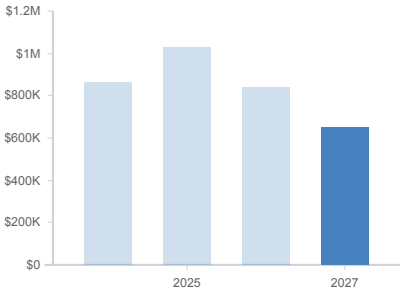
	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Charges for Services	$651,432	$672,631	$696,631	$721,731
Use of Money & Prop	$49,547	$0	$0	$0
Other Finance Source	$1,700	$0	$0	$0
TOTAL	**$702,679**	**$672,631**	**$696,631**	**$721,731**

FUND OVERVIEW

The Energy Fund accounts for the accumulation and allocation of costs for certain energy conservation projects throughout the City; primarily solar panels. The fund operates as an internal electricity provider to various sites within the City where solar arrays were constructed. Sources of revenue include service charges to departments and energy rebates.

EXPENSES

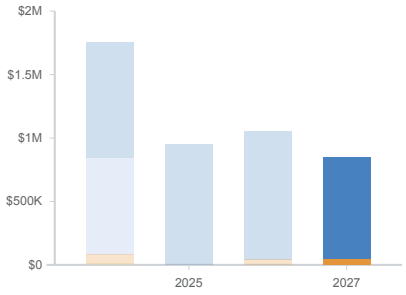
Data Updated Jun 10, 2025, 7:08 AM



$649,000.00
Expenses in 2027

REVENUES

Data Updated Jun 10, 2025, 7:08 AM



$853,950.00
Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Operating				
Other Financing Uses	$283,241	$802,145	$841,800	$649,000
Capital Outlays	$349,747	$0	$0	$0
Prof/Tech Services	$139,015	$150,000	$0	$0
Utilities	$86,637	$76,800	$0	$0
OPERATING TOTAL	**$858,640**	**$1,028,945**	**$841,800**	**$649,000**
TOTAL	**$858,640**	**$1,028,945**	**$841,800**	**$649,000**

REVENUES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Charges for Services	$910,300	$952,300	$1,019,510	$813,950
Other Finance Source	$762,991	$0	$0	$0
Use of Money & Prop	$75,920	$0	$40,000	$40,000
Other Revenues	$4,460	$0	$0	$0
TOTAL	**$1,753,671**	**$952,300**	**$1,059,510**	**$853,950**

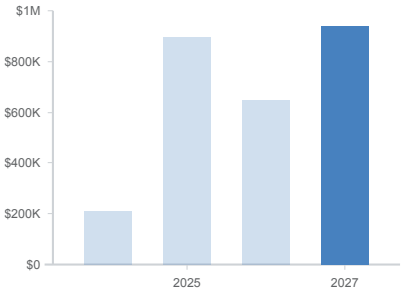
ISF-VEHICLE & EQUIPMENT REPLACEMENT

FY2026 & FY2027

FUND OVERVIEW

EXPENSES

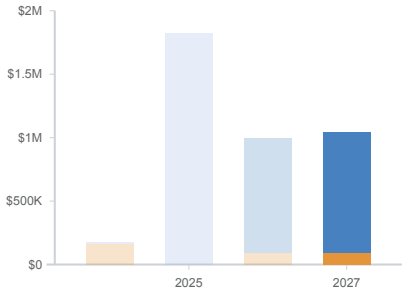
Data Updated Jun 10, 2025, 7:08 AM



$940,000.00
Expenses in 2027

REVENUES

Data Updated Jun 10, 2025, 7:08 AM



$1,038,824.00
Revenues in 2027

EXPESNES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Operating				
Capital Outlays	$209,964	$899,000	$519,000	$828,000
Supplies	$0	$0	$85,800	$71,000
Prof/Tech Services	$0	$0	$41,400	$41,000
OPERATING TOTAL	**$209,964**	**$899,000**	**$646,200**	**$940,000**
TOTAL	**$209,964**	**$899,000**	**$646,200**	**$940,000**

REVENUES

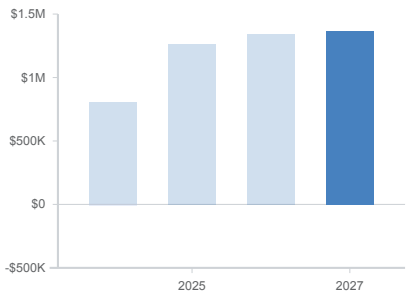
	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Charges for Services	$0	$0	$903,642	$948,824
Other Finance Source	$5,314	$1,826,000	$0	$0
Use of Money & Prop	$163,394	$0	$90,000	$90,000
TOTAL	**$168,708**	**$1,826,000**	**$993,642**	**$1,038,824**

FUND OVERVIEW

This fund accounts for the accumulation and allocation of costs associated with the administration of medical coverage, temporary disability payments, safety training to all employees, and maintaining excess insurance coverage for Workers' Compensation.

EXPENSES

Data Updated Jun 10, 2025, 7:08 AM



$1,369,000.00
Expenses in 2027

MK Fund 610 REV New

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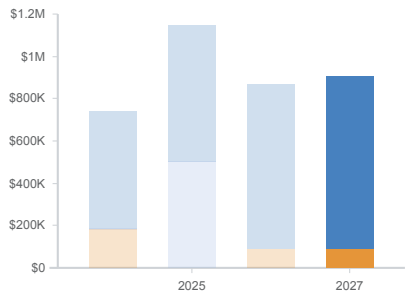


$903,767.00
Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Operating				
Prof/Tech Services	$802,976	$1,263,130	$1,344,500	$1,369,000
Other Expenses	$0	$1,300	$0	$0
Supplies	$0	$530	$0	$0
OPERATING TOTAL	**$802,976**	**$1,264,960**	**$1,344,500**	**$1,369,000**
Personnel	-$4,589	$0	$0	$0
TOTAL	**$798,387**	**$1,264,960**	**$1,344,500**	**$1,369,000**

REVENUES

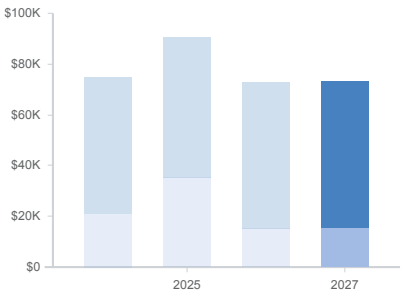
	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Charges for Services	$552,919	$645,247	$775,016	$813,767
Other Finance Source	$5,321	$500,000	$0	$0
Use of Money & Prop	$183,627	$0	$90,000	$90,000
TOTAL	**$741,867**	**$1,145,247**	**$865,016**	**$903,767**

FUND OVERVIEW

The Library Programs Funds account for programs funded through the Friends of the Benicia Public Library.

EXPENSES

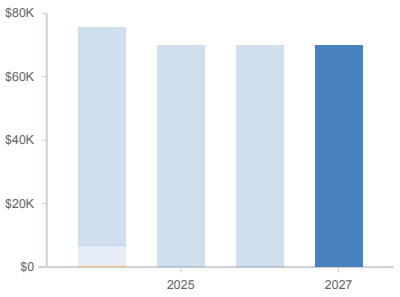
Data Updated Jun 10, 2025, 7:08 AM



$73,203.00
Expenses in 2027

REVENUES

Data Updated Jun 10, 2025, 7:08 AM



$70,000.00
Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Operating				
Supplies	$40,299	$41,600	$44,000	$44,000
Prof/Tech Services	$13,138	$13,400	$14,000	$14,000
Other Expenses	$419	$471	$0	$0
OPERATING TOTAL	**$53,856**	**$55,471**	**$58,000**	**$58,000**
Personnel				
Salaries	$17,908	$26,246	$12,000	$12,000
Benefits	$3,008	$8,873	$2,990	$3,203
PERSONNEL TOTAL	**$20,916**	**$35,119**	**$14,990**	**$15,203**
TOTAL	**$74,772**	**$90,590**	**$72,990**	**$73,203**

REVENUES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Donations	$68,790	$70,000	$70,000	$70,000
Use of Money & Prop	$6,433	$0	$0	$0

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Charges for Services	$420	$0	$0	$0
Other Finance Source	$165	$0	$0	$0
TOTAL	**$75,808**	**$70,000**	**$70,000**	**$70,000**

BUDGET HOME

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FUND OVERVIEW

EXPENSES

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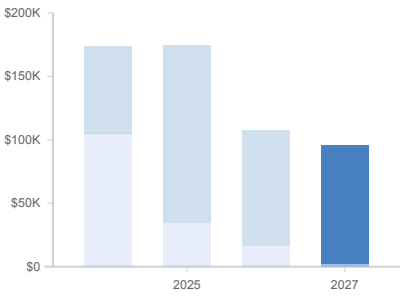

$95,498.00
Expenses in 2027

REVENUES

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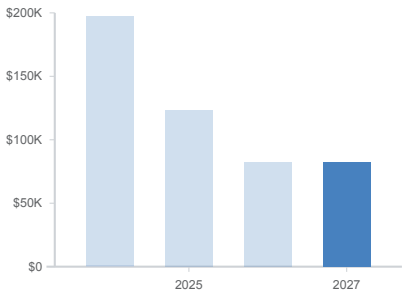

$82,000.00
Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Personnel				
Salaries	$55,175	$100,154	$61,786	$63,633
Benefits	$13,433	$40,068	$29,084	$30,180
PERSONNEL TOTAL	**$68,607**	**$140,222**	**$90,870**	**$93,813**
Operating				
Prof/Tech Services	$52,710	$6,500	$0	$0
Capital Outlays	$32,359	$0	$15,000	$0
Supplies	$18,875	$26,949	$0	$0
Other Expenses	$850	$956	$1,605	$1,685
OPERATING TOTAL	**$104,794**	**$34,405**	**$16,605**	**$1,685**
TOTAL	**$173,401**	**$174,627**	**$107,475**	**$95,498**

REVENUES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Revenue from Other	$196,444	$122,949	$82,000	$82,000
Use of Money & Prop	$785	$0	$0	$0

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Other Finance Source	$5	$0	$0	$0
TOTAL	**$197,233**	**$122,949**	**$82,000**	**$82,000**

BUDGET HOME

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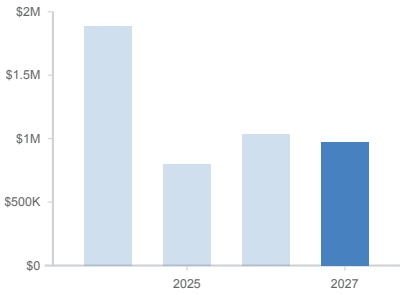
FUND OVERVIEW

Enterprise Funds account for City operations financed and operated in a manner similar to a private business enterprise. Government-run enterprises often charge user's fees to support the service or product provided. These activities are typically self-supporting; as in the case of the City's two utilities, or it may rely on general government subsidies to fully fund operations, such as the Marina Enterprise Fund (Marina Fund). The Marina Fund accounts for the operation and management of the City Marina, which is ultimately supported by the City's General Fund. The Marina property was obtained by the City in 1975 via a land swap for property in the Arsenal, including the port. The balance of the land acquired by the City at that time included the current residential properties south of East E Street between East Second and East Fifth Streets, as well as the First Street Green and Peninsula Pier. To develop the property, in 1976, Benicia entered into a loan agreement with what is now the Division of Boating and Waterways (Cal Boating) of the California Department of Parks and Recreation. This agreement was amended four times between 1977 and 1979, increasing the total size of the loan to $5.2 million, through 2027. Since 1990, the City has had lease agreements with Benicia Harbor Corporation and Marina condominiums (Butterfield and Portside). The lease payments are used to pay the debt service payments and City costs related to maintenance and dredging of the Marina. In FY 2000-2001, the City's dredging costs had more than doubled without any supporting increase in revenues. As a result, the City's Marina Fund reserves were depleted. By FY 2003-2004, the City had begun covering the Marina Fund's cash shortfall with General Fund transfers beginning at $184,000. The General Fund provides an annual subsidy to the support the Marina.

EXPENSES

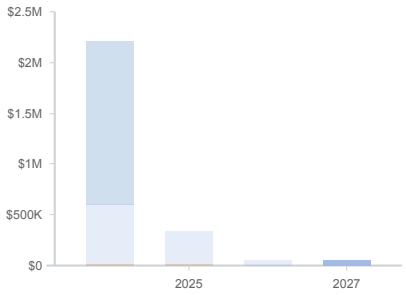
Data Updated Jun 10, 2025, 7:08 AM



$975,665.00
Expenses in 2027

REVENUES

Data Updated Jun 10, 2025, 7:08 AM



$48,000.00
Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Operating				
Prof/Tech Services	$373,160	$470,000	$500,000	$476,500
Other Expenses	$1,265,317	$0	$0	$0
Other Financing Uses	$50,647	$311,300	$311,400	$278,400
Capital Outlays	$176,717	$0	$200,000	$200,000
Cost Allocations	$19,095	$19,668	$20,160	$20,765
OPERATING TOTAL	**$1,884,935**	**$800,968**	**$1,031,560**	**$975,665**

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
TOTAL	**$1,884,935**	**$800,968**	**$1,031,560**	**$975,665**

REVENUES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Other Finance Source	$1,614,216	$0	$0	$0
Use of Money & Prop	$593,507	$327,000	$48,000	$48,000
Other Taxes	$7,775	$8,000	$0	$0
TOTAL	**$2,215,498**	**$335,000**	**$48,000**	**$48,000**

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POLICE GRANTS

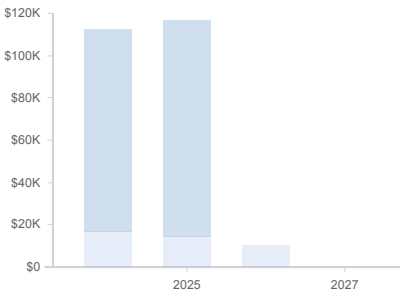
FY2026 & FY2027

FUND OVERVIEW

These funds account for various public safety grant revenues and their related expenditures.

EXPENSES

Data Updated Jun 10, 2025, 7:08 AM

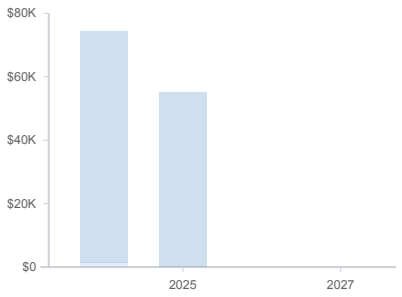


$0.00

Expenses in 2027

REVENUES

Data Updated Jun 10, 2025, 7:08 AM



$0.00

Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Personnel				
Salaries	$69,061	$69,503	$0	$0
Benefits	$26,682	$32,890	$0	$0
PERSONNEL TOTAL	**$95,744**	**$102,393**	**$0**	**$0**
Operating				
Supplies	$15,317	$12,683	$10,350	$0
Other Expenses	$1,462	$1,645	$0	$0
OPERATING TOTAL	**$16,779**	**$14,328**	**$10,350**	**$0**
TOTAL	**$112,523**	**$116,721**	**$10,350**	**$0**

REVENUES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Revenue from Other	$73,148	$55,000	$0	$0
Use of Money & Prop	$1,275	$0	$0	$0
Other Finance Source	$28	$0	$0	$0

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
TOTAL	$74,452	$55,000	$0	$0

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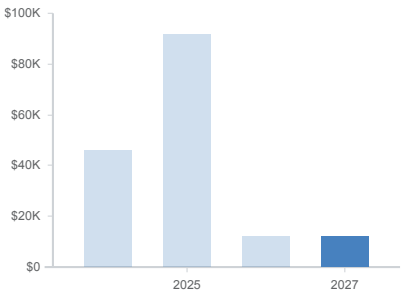
FUND OVERVIEW

This fund accounts for the states recycling grants administered through the Public Works department.

EXPENSES

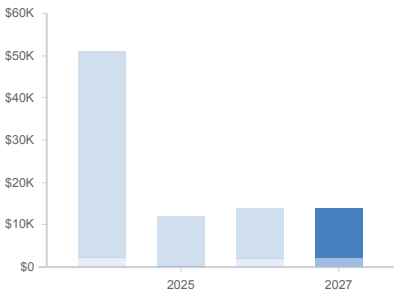
Data Updated Jun 10, 2025, 7:08 AM



$12,000.00
Expenses in 2027

REVENUES

Data Updated Jun 10, 2025, 7:08 AM



$14,000.00
Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Operating				
Prof/Tech Services	$45,769	$91,858	$12,000	$12,000
OPERATING TOTAL	**$45,769**	**$91,858**	**$12,000**	**$12,000**
TOTAL	**$45,769**	**$91,858**	**$12,000**	**$12,000**

REVENUES

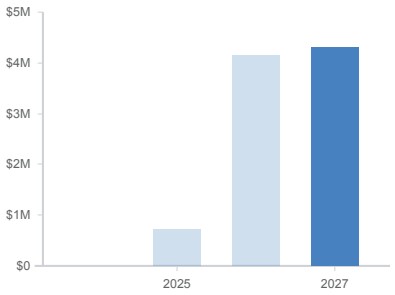
	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Revenue from Other	$48,971	$12,000	$12,000	$12,000
Use of Money & Prop	$2,134	$0	$2,000	$2,000
Other Finance Source	$55	$0	$0	$0
TOTAL	**$51,159**	**$12,000**	**$14,000**	**$14,000**

FUND OVERVIEW

The Road Maintenance and Rehabilitation Account Fund (RMRA) accounts for the increased fuel excise taxes, diesel fuel sales taxes, and vehicle registration fees. This tax provides eligible cities and counties pursuant to Streets and Highways Code section 2032(h) funding for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system.

EXPENSES

Data Updated Jun 10, 2025, 7:08 AM

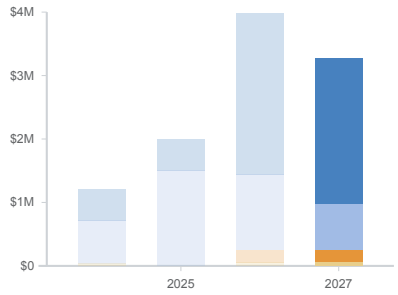


$4,300,000.00

Expenses in 2027

REVENUES

Data Updated Jun 10, 2025, 7:08 AM



$3,272,877.00

Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Operating				
Capital Outlays	$0	$720,000	$4,140,000	$4,300,000
OPERATING TOTAL	**$0**	**$720,000**	**$4,140,000**	**$4,300,000**
TOTAL	**$0**	**$720,000**	**$4,140,000**	**$4,300,000**

REVENUES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Other Finance Source	$488,264	$500,000	$2,537,632	$2,300,877
Revenue from Other	$685,248	$1,501,993	$1,202,945	$730,000
Charges for Services	$0	$0	$199,423	$200,000
Use of Money & Prop	$34,626	$0	$42,000	$42,000

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
TOTAL	$1,208,138	$2,001,993	$3,982,000	$3,272,877

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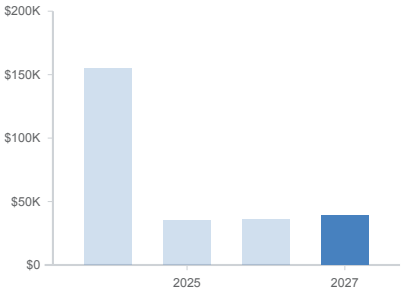
FUND OVERVIEW

The Section 115 Pension Trust Fund accounts for the amounts invested for the Public Agencies Post-Employment Benefits Trust administered by Public Agency Retirement Services (PARS) as a pension rate stabilizing fund to prefund pension benefit obligations.

EXPENSES

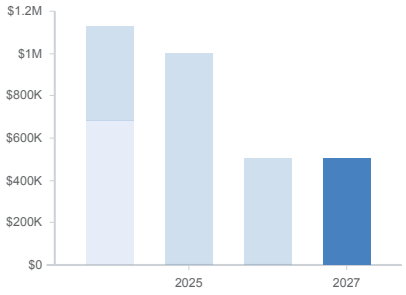
Data Updated Jun 10, 2025, 7:08 AM



$39,000.00
Expenses in 2027

REVENUES

Data Updated Jun 10, 2025, 7:08 AM



$500,000.00
Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Operating				
Prof/Tech Services	$32,602	$35,000	$36,000	$39,000
Other Financing Uses	$122,141	$0	$0	$0
OPERATING TOTAL	**$154,743**	**$35,000**	**$36,000**	**$39,000**
TOTAL	**$154,743**	**$35,000**	**$36,000**	**$39,000**

REVENUES

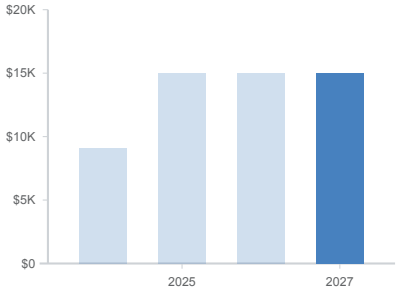
	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Other Finance Source	$446,592	$1,000,000	$500,000	$500,000
Use of Money & Prop	$685,742	$0	$0	$0
TOTAL	**$1,132,334**	**$1,000,000**	**$500,000**	**$500,000**

FUND OVERVIEW

The fund accounts for developer fees received from the Tourtelot project site. These funds are restricted for mitigation of various costs through 2025, including clean-up costs incurred through the State Department of Toxic Substances.

EXPENSES

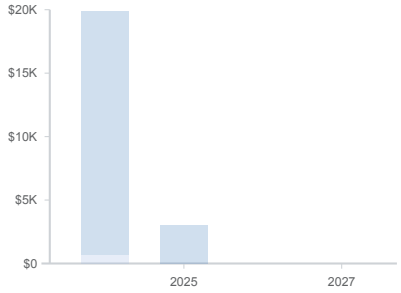
Data Updated Jun 10, 2025, 7:08 AM



$15,000.00
Expenses in 2027

REVENUES

Data Updated Jun 10, 2025, 7:08 AM



$0.00
Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Operating				
Prof/Tech Services	$9,089	$15,000	$15,000	$15,000
OPERATING TOTAL	**$9,089**	**$15,000**	**$15,000**	**$15,000**
TOTAL	**$9,089**	**$15,000**	**$15,000**	**$15,000**

REVENUES

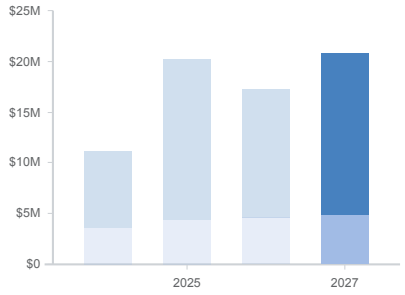
	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Use of Money & Prop	$19,227	$3,000	$0	$0
Other Finance Source	$627	$0	$0	$0
TOTAL	**$19,854**	**$3,000**	**$0**	**$0**

FUND OVERVIEW

The Wastewater Enterprise is committed to protecting the health and safety of the community and environment by safely and responsibly treating the City's wastewater to meet all federal and state standards before releasing it into the environment. The Wastewater Enterprise is responsible for the operation, maintenance, repair, and capital improvements of the Wastewater Treatment Plant (WWTP) and sewer collection system. The wastewater system operates under a National Pollutant Discharge Elimination System (NPDES) Wastewater Permit issued by the San Francisco Regional Water Quality Control Board. Final wastewater effluent is discharged to the Carquinez Strait through a 1,150-foot long outfall pipeline.

EXPENSES

Data Updated Jun 10, 2025, 7:08 AM

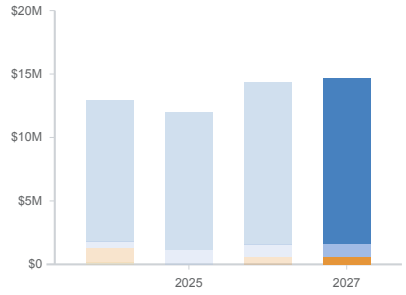


$20,799,903.00

Expenses in 2027

REVENUES

Data Updated Jun 10, 2025, 7:08 AM



$14,685,499.00

Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Operating				
Capital Outlays	$1,955,532	$7,103,937	$3,682,500	$7,057,500
Prof/Tech Services	$2,044,388	$4,166,557	$4,265,659	$3,984,000
Cost Allocations	$1,330,815	$1,410,464	$1,416,418	$1,462,223
Other Financing Uses	$470,772	$1,179,085	$1,034,100	$1,017,100
Utilities	$780,115	$751,600	$1,010,370	$1,148,100
Supplies	$628,401	$889,593	$800,099	$831,600
Other Expenses	$312,011	$352,765	$477,216	$521,022
OPERATING TOTAL	**$7,522,034**	**$15,854,001**	**$12,686,362**	**$16,021,545**
Personnel				
Salaries	$2,527,431	$2,896,528	$3,037,322	$3,122,385
Benefits	$1,106,564	$1,463,316	$1,575,963	$1,655,973
PERSONNEL TOTAL	**$3,633,995**	**$4,359,844**	**$4,613,285**	**$4,778,358**
TOTAL	**$11,156,028**	**$20,213,845**	**$17,299,647**	**$20,799,903**

REVENUES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Charges for Services	$11,221,626	$10,797,300	$12,713,600	$13,094,499
Other Finance Source	$473,157	$1,145,000	$1,000,000	$1,000,000
Use of Money & Prop	$1,150,370	$0	$591,000	$591,000
Revenue from Other	$143,318	$0	$0	$0
Other Revenues	$286	$0	$0	$0
TOTAL	**$12,988,758**	**$11,942,300**	**$14,304,600**	**$14,685,499**

BUDGET HOME

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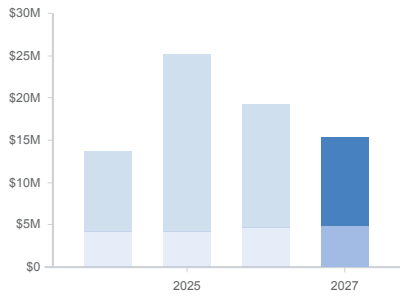
FUND OVERVIEW

The Water Enterprise is committed to protecting the health and safety of the City by providing an adequate, reliable supply of clean, potable water that meets all federal and state standards. The Water Enterprise is responsible for the operation, maintenance, repair, and capital improvements of the raw (untreated) water transmission system, the Water Treatment Plant (WTP), the water distribution system, and the storage system. The Water Enterprise is also responsible for the purchase, treatment, and distribution of drinking water, which includes negotiation and management of the City's water supply contracts and the agreement to supply untreated water to the Valero Benicia Refinery. The City's water supply sources include the State Water Project (North Bay Aqueduct - Delta water), Solano Project (Lake Berryessa), and Sulphur Springs Creek (Lake Herman). The Water Enterprise is regulated by the California State Water Resources Control Board – Division of Drinking Water.

EXPENSES

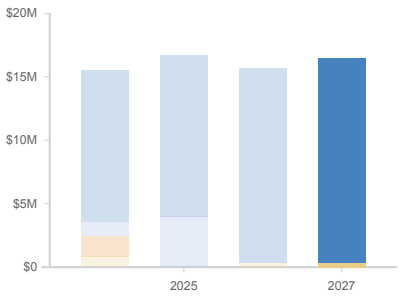
Data Updated Jun 10, 2025, 7:08 AM



$15,401,824.00
Expenses in 2027

REVENUES

Data Updated Jun 10, 2025, 7:08 AM



$16,499,500.00
Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Operating				
Capital Outlays	$1,199,285	$6,183,331	$3,844,500	$69,500
Cost Allocations	$1,409,654	$1,491,668	$1,500,345	$1,549,250
Other Expenses	$377,428	$441,496	$573,577	$599,984
Other Financing Uses	$2,031,404	$5,406,575	$1,404,400	$1,399,800
Prof/Tech Services	$1,785,189	$3,897,031	$3,584,450	$3,339,000
Supplies	$1,447,948	$2,289,035	$2,383,600	$2,442,600
Utilities	$1,127,548	$1,326,820	$1,306,200	$1,176,500
OPERATING TOTAL	**$9,378,456**	**$21,035,956**	**$14,597,072**	**$10,576,634**
Personnel				
Benefits	$1,541,493	$1,473,332	$1,574,502	$1,652,713
Salaries	$2,687,780	$2,715,788	$3,073,780	$3,172,477
PERSONNEL TOTAL	**$4,229,272**	**$4,189,120**	**$4,648,282**	**$4,825,190**
TOTAL	**$13,607,728**	**$25,225,076**	**$19,245,354**	**$15,401,824**

REVENUES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
Charges for Services	$12,006,345	$12,666,000	$15,295,700	$16,134,500
Other Finance Source	$1,029,063	$4,000,000	$0	$0
Other Revenues	$16,440	$0	$0	$0
Revenue from Other	$1,629,448	$0	$0	$0
Use of Money & Prop	$812,990	$35,000	$365,000	$365,000
TOTAL	**$15,494,286**	**$16,701,000**	**$15,660,700**	**$16,499,500**

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OTHER FUNDS OVERVIEW

EXPENSES

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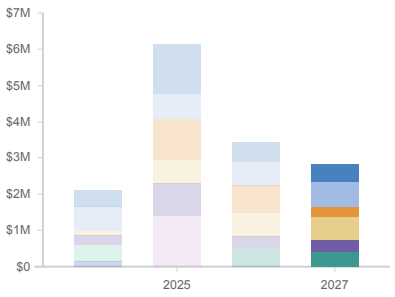
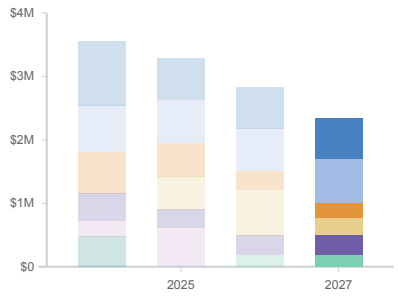


$2,842,378.00
Expenses in 2027

REVENUES

Data Updated Jun 10, 2025, 7:08 AM



$2,340,451.00
Revenues in 2027

EXPENSES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
AD-MCALLISTER	$683,941	$698,754	$676,200	$675,600
CDD MISC GRANTS	$84,875	$1,108,352	$735,430	$280,189
ADVANCED METERING	$130,218	$656,100	$656,303	$656,251
L&L-RESIDENTIAL	$251,721	$898,848	$333,023	$322,318
STREETS CAPITAL PROJECT	$76,919	$1,407,231	$0	$0
COPS SLEF	$88,242	$157,758	$510,000	$390,000
FAMILY RESOURCE CENTER	$451,541	$205,272	$35,736	$35,736
ISF-ADMIN UB	$145,850	$199,809	$166,242	$177,032
L&L-FLEETSIDE	$49,882	$321,630	$75,535	$71,182
YOUTH ACTION COALITION	$56,365	$71,000	$71,000	$71,000
L&L-EAST 2ND STREET	$29,648	$132,764	$46,321	$40,768
L&L-COLUMBUS PKWY	$13,487	$185,765	$25,485	$23,738
ECONOMIC DEVELOP ACTIVITIES	$42,396	$43,668	$44,759	$46,102
L&L-GOODYEAR ROAD	$9,242	$32,961	$16,548	$14,462
AB2164 CASP	$0	$3,001	$28,000	$28,000
SP DEPOT	$3,932	$10,000	$10,000	$10,000
TOTAL	**$2,118,259**	**$6,132,913**	**$3,430,582**	**$2,842,378**

REVENUES

	FY24 Actuals	FY25 Revised Budget	FY26 Proposed Budget	FY27 Proposed Budget
ADVANCED METERING	$1,009,023	$660,000	$658,200	$658,100
AD-MCALLISTER	$737,236	$678,000	$683,000	$683,000
CDD MISC GRANTS	$135,802	$515,430	$735,430	$280,189
L&L-RESIDENTIAL	$438,551	$300,000	$299,885	$299,885
STREETS CAPITAL PROJECT	$236,008	$608,800	$0	$0
FAMILY RESOURCE CENTER	$479,879	$213,760	$2,500	$2,500
COPS SLEF	$211,562	$102,000	$185,000	$185,000
L&L-FLEETSIDE	$91,475	$78,000	$79,977	$79,977
YOUTH ACTION COALITION	$87,344	$71,000	$71,000	$71,000
L&L-EAST 2ND STREET	$32,966	$28,000	$28,000	$28,000
AB2164 CASP	$10,988	$2,000	$59,750	$12,000
ECONOMIC DEVELOP ACTIVITIES	$39,050	$7,500	$18,000	$18,000
L&L-COLUMBUS PKWY	$23,837	$15,800	$15,800	$15,800
SP DEPOT	$10,757	$2,500	$3,000	$3,000
L&L-GOODYEAR ROAD	$5,455	$4,000	$4,000	$4,000
AFFORDABLE HOUSING	$984	$0	$0	$0
AD-FLEETSIDE	$121	$0	$0	$0
TOTAL	**$3,551,038**	**$3,286,790**	**$2,843,542**	**$2,340,451**

CAPITAL PROJECT SUMMARIES

FY2026 & FY2027

STREETS

Project Name	Project Number	FY26	FY27	Total
2025 Pavement Rehab Project	T-139, T-141, T-143	$3,440,000	$0	$3,440,000
2026 Pavement Rehab Project		$100,000	$5,400,000	$5,500,000
Downtown Diagonal Parking		$150,000	$0	$150,000
		$3,690,000	**$5,400,000**	**$9,090,000**

WASTEWATER

Project Name	Project Number	FY26	FY27	Total
Bayshore Road Crossovers	WWO-061	$300,000	$600,000	$900,000
East H/7th St to WWTP Sewer Replacement	WWO-052	$250,000	$3,150,000	$3,400,000
West H Sewer Pipeline Improvement (Shoreline Eroding)	WWO-080 & WWC-021	$350,000	$1,300,000	$1,650,000
WWTP Cathodic Protection Rehabilitation	WWTP-030 (previously WWO-014)	$2,000,000	$0	$2,000,000
WWTP Mechanical Improvement Project	WWO-097, WWTP-003, WWO-096, WWTP-007, WWO-058, WWTP-015	$750,000	$2,000,000	$2,750,000
		$3,650,000	**$7,050,000**	**$10,700,000**

WATER

Project Name	Project Number	FY26	FY27	Total
RWTL Lopes Road Emergency Permanent Restoration		$3,600,000	$0	$3,600,000
		$3,600,000	**$0**	**$3,600,000**

OTHER

Project Name	Project Number	FY26	FY27	Total
Marina Dredging		$450,000	$415,000	$865,000
Marina Breakwater Project		$200,000	$0	$200,000
Marine Debris Removal		$100,000	$200,000	$300,000
John's Place Stairs		$500,000	$0	$500,000
Semple Crossing Shoreline Path Improvement		$0	$500,000	$500,000
		$1,250,000	**$1,115,000**	**$2,365,000**

Appendix

FY2026 & FY2027

Budget Appendix Links

Appropriations Limit
Community Grants
Staffing Information
Transmittal Letter

Glossary

A.

Accrual/accrual basis of accounting
A method of accounting that recognizes the financial effect of transactions, events and inter-fund activities when they occur, regardless of the timing of related cash flows.

Annual financial report
A financial report applicable to a single fiscal year.

Appropriation
An authorization made by the city council, which permits officials to incur obligations against and to make expenditures of resources. Appropriations are usually made to fixed amounts and are typically granted for a one-year period.

Assessed valuation
A valuation set upon real estate or other property by a government as a basis for a tax levy.

Audit
A view of the city accounts by an independent auditing firm to substantiate year-end fund, salaries, reserves and cash on hand.

B.

Beginning/ending fund balance
Appropriated resources available in a fund from the prior/current year after payment of the prior/current year's expenses. This is not necessarily cash on hand.

Bond
A city may raise capital by issuing a written promise to pay a specific sum of money, called the face value or principal amount, at a specified date or dates in the future, together with periodic interest at a specified rate.

Budget

A plan of financial operation embodying an estimate of proposed appropriations for a given period of time and the proposed means of financing them.

Budgetary basis
The method of accounting applied to the budgetary accounts and process.

Budgetary control
The control or management of a government or enterprise in accordance with an approved budget for the purpose of keeping expenditures within the limitations of appropriations and available resources.

Budget message or budget transmittal letter
A general discussion of the proposed budget as presented in writing by the city manager to the city council. The message contains an explanation of principal budget items and summaries found in the prepared budget relative to the current year adopted budget.

Budgetary basis
The form of accounting utilized throughout the budget process.

C.

CAP
Cost Allocation Plan. This is the guiding document as to how total cost is calculated and applied to each function and activity delivering services to the community.

D.

Debt service
Payment of interest and repayment of principal to holders of the city's debt instruments (bonds).

Debt service fund
Governmental fund type used to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest.

Deficit
An excess of expenditures or expenses over resources.

Department
An operational and budgetary unit designated by the city council to define and organize city operations.

Depreciation
The portion of the cost of a fixed-asset charged as an expense prorated over the estimated life of the asset.

E.

Encumbrance
An amount of money committed for the payment of goods and/or services not yet received or paid. A purchase order is a common encumbrance.

Estimated revenues
The budgeted, projected revenues expected to be realized during the budget (fiscal) year to finance all or part of the planned expenditures.

Exchange transactions
In government, these are transactions in which each party receives and surrenders essentially equal value. Example: one dollar is paid for a dollar's worth of water service.

Exchange-like transactions
Similar to exchange transactions, these are transactions in which there is an identifiable exchange between the government and another party, but the values exchanged may not be quite equal or the direct benefits of the exchange may not be

exclusively for the parties to the exchange. Example: certain grants and donations.

Expenditure
The actual payment for goods and services.

Expenses
Monies paid for the cost of goods or services rendered.

F.

Fiscal year (FY)
A 12-month period of time to which the budget applies. For the City of Benicia it is July 1 through June 30.

Fixed asset
A long-lived tangible asset obtained or controlled as a result of past transactions, events or circumstances. Fixed assets include land, buildings, equipment, improvements to other assets and infrastructure (i.e., streets, highways, bridges, etc.).

Full time equivalent (FTE) position
A unit of measure to budget for each regular, full-time employee working in a year (typically 2,080 hours for non-public safety employees).

Fund
An accounting entity with a self-balancing set of accounts in which cash and other financial resources, all related liabilities and residual equities, or balances and changes therein are recorded and segregated to carry on specific activities or attain certain objectives in accordance with special regulations, restrictions or limitations.

Fund balance
The difference between the assets (revenues and other resources) and liabilities (expenditures incurred or committed to) for a particular fund. It also represents the accumulated net resources of a fund available for reservation, designation or for appropriation.

G.

GASB
The Governmental Accounting Standards Board is the source of generally accepted accounting principles used by state and local governments in the United States.

Generally accepted accounting principles (GAAP)
Uniform minimum standards and guidelines for accounting and reporting. These standards govern the form and content of the annual financial statements of an entity. The primary authoritative body on the application of GAAP to state and local governments is the governmental accounting standards board (GASB).

General fund
The primary governmental fund used to account for all financial resources, except those required to be accounted for in another fund.

Governmental funds
Distinguished by their measurement focus on determining financial position and changes in financial position.

Grants
Contributions of gifts, cash or other assets from another government to be used or expended for a specific purpose, activity or facility.

I.

Infrastructure
Facilities that support the continuance and growth of a community. Examples include streets, water lines, sewers, public buildings, and parks.

Interfund transfers

Monies moved from one fund to another. The money is transferred to finance the operations of another fund or to reimburse the fund for expenses.

L.

Line item
The description of an object of expenditure, i.e. Salaries, supplies, professional services and other operational costs.

M.

Maintenance & operation (M&O) costs
The day-to-day operating and maintenance costs of a municipality. These costs include personnel, gas, electric utility bills, telephone expense, reproduction costs, and postage and vehicle maintenance.

Modified accrual
An adaptation of the accrual basis of accounting for governmental funds types. Revenues and other financing resources are recognized when they become available to finance expenditures of the current period. Expenditures are recognized when the fund liability is incurred.

N.

Nonexchange transactions
Transactions in which a government gives or receives values (benefit) to or from another party without giving or receiving equal value in exchange. Examples: Taxes, grants, donations.

Notes
A paper that acknowledges a debt and promises payment to a specified party of a specific sum, describing a time of maturity that is either definite or will become definite.

O.

Object
An individual expenditure account.

Objective
A measurable output that an organization strives to achieve within a designated time frame. The achievement of the objective advances an organization toward a corresponding goal.

Operating budget
Plans of current expenditures and the proposed means of financing them. The annual operating budget, as distinguished from the capital program budget, is the primary means by which most of the financing, acquisition, spending and service delivery activities of a government are controlled.

Operating deficit
The deficiency of operating revenues less than expenditures.

Operating expenses
Expenditures for materials, supplies and services which are ordinarily consumed within a fiscal year and which are not included in the program inventories.

Operating surplus
The excess of operating revenues over operating expenditures.

Ordinance
A formal legislative enactment by the city council. It is the full force and effect of law within the city boundaries unless preempted by a higher form of law.

P.

Performance measures
Measurement of service performance indicators that reflect the amount of money spent on services and the resulting outcomes at a specific level of services provided.

Primary funds
Funds that account for the majority of operating activities of the City.

Program
A group of related activities performed by one or more organizational units for the purpose of accomplishing a city responsibility.

Proposed budget
This refers to the status of an annual budget, which has been submitted to the city council by the city manager and is pending public review and city council adoption. Also referred to as the “preliminary budget”.

R.

Reserve
An account used to indicate that a portion of a fund’s balance is legally restricted for a specific purpose and is, therefore, not available for general appropriations.

Resolution
A special order of the city council, which has a lower legal standing than an ordinance.

Resources
Total amounts available for appropriation including estimated revenues, fund transfers and beginning fund balances.

Retained earnings
An equity account reflecting the accumulated earnings of an enterprise or internal service fund.

Revenue
Income received through such sources as taxes, fines, fees, grants or service charges that can be used to finance operations or capital assets.

Risk management
An organized attempt to protect an organization’s assets against accidental loss in the most cost effective manner.

S.

Service effort
A measure of expected output by a budgetary program to assist citizens, elected officials, and other interested parties in assessing the performance of services provided.

Special revenue funds
A governmental fund type used to account for the proceeds of specific revenue sources (other than for major capital projects) that are legally restricted to expenditure for specified purposes.

T.

Tax allocation bonds
A bond issued that has a specific tax revenue source that backs the payment of the debt.

Transfer in/out
Movement of resources between two funds.

Trust funds
Funds held by the city that are subject to the terms of the trust that created the source of funding.

U.

User fees
The payment of a fee in direct receipt of a public service by the party who benefits from the service.

W.

Working capital
The difference between current assets and current liabilities. It is often used to approximate fund balance in proprietary funds (enterprise and internal service), which are accounted for using the full accrual basis, in comparison to governmental funds, which are accounted for using the modified accrual basis.

Workload indicators
Statistical information that indicates the demands for services within a given department or division. Workload indicators are a type of performance measure utilized by departments or divisions to assess its level of service.

APPROPRIATIONS LIMIT

FY2026 & FY2027

California voters approved propositions amending the State Constitution, which require that the annual City budget include a calculation of the Appropriations Limit, sometimes referred to as the Gann Limit. This requirement was imposed by Proposition 4 (1979) and later amended by Proposition 111 (1990). The legislation imposes a restriction on the amount of government revenue that may be appropriated in any fiscal year. The Appropriations Limit was first based on actual appropriations during the base year (1986-1987), and it can be increased each year based on a specific formula and specified growth factors. The Appropriations Limit does not apply to all funds. It only applies to "proceeds of taxes."

Each year, the adjustment to the Appropriations Limit takes into consideration two factors: 1) the change in the cost of living, and 2) the change in population. For each of these factors, the City may select between two optional factors. For Factor #1, the option is to use the statewide change in the cost of living provided by the Department of Finance or the change in non-residential assessed valuation. For Factor #2 the option is to use the Citywide change in population from the previous year or the Countywide change in population.

On the following page is the calculation for the Fiscal Year 2025-26. (The State will release the factors for 2026-27 in May 2026). The calculation uses the state change in the cost of living and the countywide population growth to adjust the appropriations limit for the Fiscal Year 2025-26. The calculation results in an adjusted appropriations limit of $136.9 million. Based on the proposed budget, $59.1 million of expenditures are subject to the limit for FY 2025-26. The City is currently $77.8 million below the established limit.

City of Benicia
2025-2026 Appropriations Limit Calculation

	Amount
2024-2025 Appropriation Limit	$ 128,669,439
2025-2026 County population	0.9997
2025-2026 Increase in per capita income	1.0644
2025-2026 Appropriation Limit	$ 136,914,706

2025-26 Projected Tax Revenues

Description	Amount
Property Taxes	$ 24,091,355
Sales & Use Tax	$ 24,366,626
Transient Occupancy Tax	$ 500,000
Utility Users Tax	$ 7,416,336
Business License Tax	$ 540,000
Real Property Transfer Tax	$ 130,000
Cannabis Tax	$ 200,000
Interest Earnings	$ 1,848,200
Appropriations Subject to Limitation	$ 59,092,517
Margin	**$ 77,822,189**

COMMUNITY GRANTS

FY2026 & FY2027

Table 1: Community Services Commission Grants

Organization	2-Year Award	FY Award
Benicia Community Action Council	$67,253	$33,627
Carquinez Village	$84,137	$42,069
Families in Transition	$78,989	$39,495
Food is Free Solano	$82,049	$41,025
St. Vincent de Paul Society	$37,571	$18,786
	$349,999	**$175,000**

Table 2: Arts and Culture Commission Grants

Organization	2-Year Award	FY Award
Arts Benicia	$42,071	$21,036
Benicia Ballet Theatre	$11,445	$5,723
Benicia Literary Arts	$5,428	$2,714
Benicia Makerspace	$18,836	$9,418
Benicia Old Town Theatre Group	$6,968	$3,484
Benicia Performing Arts Foundation	$40,846	$20,423
Museum of History Benicia	$35,751	$17,876
Voena	$38,652	$19,326
	$199,997	**$99,999**

STAFFING INFORMATION

FY2026 & FY2027

The City of Benicia is a full-service city consisting of nine departments, plus seven elected officials. Benicia has a population of approximately 26,000. The City of Benicia has a long-standing tradition of providing its core functions and the majority of its services with in-house staff. This differs from the similar sized cities that provide a number of their core services through contracts with other agencies. Services that Benicia provides in-house that some of their peer cities deliver through other agencies include fire, police, water and wastewater, and community services which includes the library division.

ORGANIZATIONAL STRUCTURE
The City of Benicia is organized into nine departments: Development Services, Public Works, Community Services, Police, Fire, Finance, City Attorney's Office, the City Manager's Office including the Economic Development Division, and Administrative Services which includes Human Recourses and Information Technology Divisions. The City Attorney is a contract service with Burke, Williams and Sorensen, LLP.
Staffing The FY2025-26 and FY2026-27 Budget provides an authorized full-time employee (FTE) workforce of 217.75 positions across all funds, plus seven elected officials. Some positions are shared by more than one department which may be reflected in each department's summary.

ADMINISTRATIVE SERVICES

Position Name	FY2026	FY2027
FTE		
GIS COORDINATOR	1	1
HUMAN RESOURCES ANALYST I	1	1
HUMAN RESOURCES ANALYST II	0.75	0.75
HUMAN RESOURCES MANAGER	1	1
HUMAN RESOURCES TECHNICIAN	1	1
INFORMATION TECHNOLOGY ASST	3	3
INFORMATION TECHNOLOGY MANAGER	1	1
IT ANALYST II	2	2
SENIOR HUMAN RESOURCES TECH	1	1
FTE	**11.75**	**11.75**

CITY CLERK

Position Name	FY2026	FY2027
FTE		
DEPUTY CITY CLERK	0.5	0.5
FTE	**0.5**	**0.5**

CITY MANAGER

Position Name	FY2026	FY2027
FTE		
CITY MANAGER	1	1
DEPUTY CITY CLERK	0.5	0.5
DEPUTY CITY MANAGER	1	1
ECONOMIC DEVELOPMENT MGR II	1	1
MANAGEMENT ANALYST II	1	1
FTE	**4.5**	**4.5**

COMMUNITY SERVICES

Position Name	FY2026	FY2027
FTE		
ADMIN CLERK II	1	1
ADMIN SECRETARY	1	1
COMMUNITY SERVICES DIRECTOR	1	1
LIBRARIAN II	2	2
LIBRARY SUPERINTENDENT	1	1
LIBRARY TECHNICIAN II	3	3
LITERACY PROGRAM SUPERVISOR	1	1
RECREATION COORDINATOR	1	1
RECREATION MANAGER	3	3
SENIOR LIBRARIAN	2	2
FTE	**16**	**16**

DEVELOPMENT SERVICES

Position Name	FY2026	FY2027
FTE		
ASSISTANT PLANNER	1	1
ASSOCIATE PLANNER	1	1
ASST CITY MGR/COMM DEV DIR	1	1
BUILDING INSPECTION SUPERVISOR	1	1
BUILDING INSPECTOR I	1	1
COMMUNITY DEV COORDINATOR	1	1
COMMUNITY PRESERVATION OFFICER	0	1
DEPUTY CDD DIR/BLDG OFFICIAL	1	1
DEVELOPMENT SERVICES TECH I	1	1
DEVELOPMENT SERVICES TECH II	1	1
PERMIT SERVICES SPECIALIST	1	1
PLANNING MANAGER	1	1
SENIOR MGMNT ANALYST	1	1
FTE	**12**	**13**

FINANCE

Position Name	FY2026	FY2027
FTE		
ACCOUNT CLERK II	1	1
ACCOUNTANT I	1	1
ACCOUNTING MANAGER	1	1
ACCOUNTING TECHNICIAN	2	2
BUDGET MANAGER	1	1
FINANCE DIRECTOR	1	1
PAYROLL ANALYST II	1	1
SENIOR ACCOUNT CLERK	2	2
SENIOR ACCOUNTANT	2	2
SENIOR FINANCIAL ANALYST	1	1
FTE	**13**	**13**

FIRE

Position Name	FY2026	FY2027
FTE		
FIRE LIEUTENANT	3	3
ADMIN SECRETARY	1	1
COMMUNITY PRESERVATION OFFICER	1	0
SENIOR MGMNT ANALYST	1	1
PARAMEDIC FIREFIGHTER	12	12
DIVISION FIRE CHIEF	3	3
FIRE PREVENTION INSPECTOR II	1	1
FIRE ENGINEER	9	9
FIRE CAPTAIN	6	6
FIRE CHIEF	1	1
FTE	**38**	**37**

POLICE

Position Name	FY2026	FY2027
FTE		
COMMUNITY SERVICE OFFICER I	1	1
COMMUNITY SERVICE OFFICER II	3	3
DEPUTY POLICE CHIEF	1	1
EXECUTIVE ASST TO POLICE CHIEF	1	1
POLICE CHIEF	1	1
POLICE LIEUTENANT	1	1
POLICE OFFICER	22	22
POLICE RECORDS SUPERVISOR	1	1
POLICE SERGEANT	6	6
PUBLIC SAFETY DISPATCH I	2	2
PUBLIC SAFETY DISPATCH II	7	7
PUBLIC SAFETY DISPATCH SUP	1	1
SENIOR MGMNT ANALYST	1	1
FTE	**48**	**48**

PUBLIC WORKS

Position Name	FY2026	FY2027
FTE		
ADMIN SECRETARY	1	1
ASSOCIATE CIVIL ENGINEER	1	1
DEPUTY PW DIR CITY ENG	1	1
DEPUTY PW DIR OPERATIONS	1	1
DEPUTY PW DIR UTILITIES	1	1
ENGINEERING TECHNICIAN I	1	1
FIELD UTILITIES STREETS APPR	6	6
FIELD UTILITIES STREETS JRNY	7	7
FIELD UTILITIES STREETS SUP	2	2
IRRIGATION SPECIALIST	1	1
LABORATORY ANALYST	1	1
MAINTENANCE TECHNOLOGIST I	5	5
MAINTENANCE TECHNOLOGIST II	2	2
MAINTENANCE WORKER III PCS	3	

Position Name	FY2026	FY2027
MAINTENANCE WORKER III PW	3	3
MECHANIC	1	1
PARKS BLDG MAINT SUPERVISOR	1	1
PLBM JOURNEYMAN	6	6
PLBM WORKER	1	1
PROJECT MANAGER	1	1
PUBLIC WORKS DIRECTOR	1	1
PUBLIC WORKS INSPECTOR	1	1
PUBLIC WORKS MAINT SUPT	1	1
SENIOR ADMINISTRATIVE CLERK	4	4
SENIOR CIVIL ENGINEER	1	1
SENIOR MECHANIC	1	1
SENIOR MGMNT ANALYST	2	2
WASTEWATER OPERATOR II	1	1
WASTEWATER OPERATOR III	3	3
WASTEWATER PLANT SUPERVISOR	1	1
WASTEWATER PLANT SUPT	1	1
WATER OPERATOR III	2	2
WATER OPERATOR IV	4	4
WATER PLANT SUPERVISOR	1	1
WATER PLANT SUPT	1	1
WATER QUALITY SUPERVISOR	1	1
WQ TECHNICIAN I	1	1
WQ TECHNICIAN II	1	1
FTE	**74**	**74**

TOTALS BY DEPARTMENT

Departments Description	FY2026	FY2027
FTE		
ADMINISTRATIVE SERVICES	11.75	11.75
CITY CLERK	0.5	0.5
CITY MANAGER	4.5	4.5
COMMUNITY SERVICES	16	16
DEVELOPMENT SERVICES	12	13
FINANCE	13	13
FIRE	38	37
POLICE	48	48
PUBLIC WORKS	74	74
FTE	**217.75**	**217.75**

TOTALS BY POSITION

Position Name	FY2026	FY2027
FTE		
ACCOUNT CLERK II	1	1
ACCOUNTANT I	1	1
ACCOUNTING MANAGER	1	1
ACCOUNTING TECHNICIAN	2	2
ADMIN CLERK II	1	1
ADMIN SECRETARY	3	3
ASSISTANT PLANNER	1	1
ASSOCIATE CIVIL ENGINEER	1	1

Position Name	FY2026	FY2027
ASSOCIATE PLANNER	1	1
ASST CITY MGR/COMM DEV DIR	1	1
BUDGET MANAGER	1	1
BUILDING INSPECTION SUPERVISOR	1	1
BUILDING INSPECTOR I	1	1
CITY MANAGER	1	1
COMMUNITY DEV COORDINATOR	1	1
COMMUNITY PRESERVATION OFFICER	1	1
COMMUNITY SERVICE OFFICER I	1	1
COMMUNITY SERVICE OFFICER II	3	3
COMMUNITY SERVICES DIRECTOR	1	1
DEPUTY CDD DIR/BLDG OFFICIAL	1	1
DEPUTY CITY CLERK	1	1
DEPUTY CITY MANAGER	1	1
DEPUTY POLICE CHIEF	1	1
DEPUTY PW DIR CITY ENG	1	1
DEPUTY PW DIR OPERATIONS	1	1
DEPUTY PW DIR UTILITIES	1	1
DEVELOPMENT SERVICES TECH I	1	1
DEVELOPMENT SERVICES TECH II	1	1
DIVISION FIRE CHIEF	3	3
ECONOMIC DEVELOPMENT MGR II	1	1
ENGINEERING TECHNICIAN I	1	1
EXECUTIVE ASST TO POLICE CHIEF	1	1
FIELD UTILITIES STREETS APPR	6	6
FIELD UTILITIES STREETS JRNY	7	7
FIELD UTILITIES STREETS SUP	2	2
FINANCE DIRECTOR	1	1
FIRE CAPTAIN	6	6
FIRE CHIEF	1	1
FIRE ENGINEER	9	9
FIRE LIEUTENANT	3	3
FIRE PREVENTION INSPECTOR II	1	1
GIS COORDINATOR	1	1
HUMAN RESOURCES ANALYST I	1	1
HUMAN RESOURCES ANALYST II	0.75	0.75
HUMAN RESOURCES MANAGER	1	1
HUMAN RESOURCES TECHNICIAN	1	1
INFORMATION TECHNOLOGY ASST	3	3
INFORMATION TECHNOLOGY MANAGER	1	1
IRRIGATION SPECIALIST	1	1
IT ANALYST II	2	2
LABORATORY ANALYST	1	1
LIBRARIAN II	2	2
LIBRARY SUPERINTENDENT	1	1
LIBRARY TECHNICIAN II	3	3
LITERACY PROGRAM SUPERVISOR	1	1
MAINTENANCE TECHNOLOGIST I	5	5
MAINTENANCE TECHNOLOGIST II	2	2
MAINTENANCE WORKER III PCS	3	3
MAINTENANCE WORKER III PW	3	3
MANAGEMENT ANALYST II	1	1
MECHANIC	1	1
PARAMEDIC FIREFIGHTER	12	12
PARKS BLDG MAINT SUPERVISOR	1	1
PAYROLL ANALYST II	1	1
PERMIT SERVICES SPECIALIST	1	1
PLANNING MANAGER	1	1

Position Name	FY2026	FY2027
PLBM JOURNEYMAN	6	6
PLBM WORKER	1	1
POLICE CHIEF	1	1
POLICE LIEUTENANT	1	1
POLICE OFFICER	22	22
POLICE RECORDS SUPERVISOR	1	1
POLICE SERGEANT	6	6
PROJECT MANAGER	1	1
PUBLIC SAFETY DISPATCH I	2	2
PUBLIC SAFETY DISPATCH II	7	7
PUBLIC SAFETY DISPATCH SUP	1	1
PUBLIC WORKS DIRECTOR	1	1
PUBLIC WORKS INSPECTOR	1	1
PUBLIC WORKS MAINT SUPT	1	1
RECREATION COORDINATOR	1	1
RECREATION MANAGER	3	3
SENIOR ACCOUNT CLERK	2	2
SENIOR ACCOUNTANT	2	2
SENIOR ADMINISTRATIVE CLERK	4	4
SENIOR CIVIL ENGINEER	1	1
SENIOR FINANCIAL ANALYST	1	1
SENIOR HUMAN RESOURCES TECH	1	1
SENIOR LIBRARIAN	2	2
SENIOR MECHANIC	1	1
SENIOR MGMNT ANALYST	5	5
WASTEWATER OPERATOR II	1	1
WASTEWATER OPERATOR III	3	3
WASTEWATER PLANT SUPERVISOR	1	1
WASTEWATER PLANT SUPT	1	1
WATER OPERATOR III	2	2
WATER OPERATOR IV	4	4
WATER PLANT SUPERVISOR	1	1
WATER PLANT SUPT	1	1
WATER QUALITY SUPERVISOR	1	1
WQ TECHNICIAN I	1	1
WQ TECHNICIAN II	1	1
FTE	**217.75**	**217.75**

AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 17, 2025
COUNCIL MEMBER COMMITTEE REPORT

TO : City Manager

FROM : City Council

SUBJECT : **AD HOC "ACT" TASK FORCE GROUPS UPDATES**

The ad hoc City Council "ACT" Task Force Groups: Advocacy, Collaboration & Transition solicits feedback and participation from stakeholders as they deem helpful to gather information germane to their purpose, including business owners, employees, labor leaders, community members and governmental and non-governmental organizations.

The second City Council meeting of each month serves as an opportunity for the members of Council to report on the progress of each ad hoc group.

Task Force 1: ADVOCATE for Benicia's Economy: - Mayor Young
This Task Force:

- Serves as a point of contact and leads efforts to work with State Officials such as the Governor's Office of Economic Development, the California Energy Commission, elected leaders, labor and business representatives to advocate on behalf of Benicia relating to the potential shutdown of the refinery.
- Gathers information and reports on the economic value of the refining operations to Benicia's economy, county employment, the States economy as well as the importance the Benicia refinery is to Travis Air Force Base.

Task Force 2: COLLABORATE with Community: Non-Profit Organizations, Sports Groups, Benicia Unified School District, Restaurants & Hotels - Council Member Largaespada
This Task Force:

- Coordinates between the various community groups that receive contributions and support from Valero.
- Understands the economic impact to these groups and facilitate collaboration between groups to maximize resources where possible and generate plans on how to proceed with either less funding or new means of revenue. Similarly, with sports groups, the intent is to quantify the financial contribution made to sports groups and how reduced support from Valero could impact users.

- Coordinates with Benicia Unified School District to analyze the impact on property tax revenue to the District and any other direct revenue loss from Valero's cessation of operations.
- Seeks to quantify the economic impact on hotels and restaurants with Valero's exit. The work of Councilmember Largaespada is to coordinate information, facilitate cooperation of resources between groups where feasible, and develop a plan of action on how to overcome the loss of revenue with Valero's departure.

Task Force 3: COLLABORATE with Benicia Industrial Park (BIP): Existing industrial park businesses, Rose Estates and Port of Benicia - Council Member Birdseye

This Task Force:

- Works with impacted BIP businesses; understanding the impact on jobs, lost revenue and impacts on the stream of commerce.
- Coordinates the plans and actions of Rose Estates, the Priority Production Area plan of the Port with redevelopment efforts of the 930 acres of Valero's property with any interested developers.
- There may be an opportunity to synchronize development activity and/or work to incentivize new business development into the BIP including offshore wind manufacturing.

Task Force 4: TRANSITION Prepare for Transition and Redevelopment of Valero's 930 acres: Valero & Signature Development Group - Vice Mayor Macenski & Council Member Scott

This Task Force:

- Collaborates with Valero and Signature Development Group to imagine the possible reuse opportunities for the 930 acres of Valero's property.
- Helps to facilitate stakeholder involvement to solicit public feedback and visioning. Identifies the types of uses, be it residential commercial or industrial and those uses can be best incorporated into Benicia.
- Identifies reports and information that would be helpful to forecast highest and best use for Benicia's economic viability and environmental sustainability.

AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 17, 2025
COUNCIL MEMBER COMMITTEE REPORT

TO : City Council

FROM : City Manager

SUBJECT : **COUNCIL MEMBER COMMITTEE REPORTS**

The outside agency committees on which City of Benicia Council Members serve, are listed below. Please click on the links to view current and past agendas and minutes for all Council Member Committee Reports.

Association of Bay Area Governments (ABAG)
https://abag.ca.gov/meetings

Community Action Partnership Solano Joint Powers Authority (CAP Solano JPA)
http://www.capsolanojpa.org/agendas---minutes.html

Green Empowerment Zone Board of Directors
https://www.contracosta.ca.gov/9963/Governing-Board-of-the-Green-Empowerment

Marin Clean Energy (MCE)
https://www.mcecleanenergy.org/meeting-archive/

Solano County Water Agency (SCWA)
https://www.scwa2.com/governance/board-meetings-agendas-minutes/

SolTrans Joint Powers Authority
https://soltrans.org/resources/meetings/

Solano Transportation Authority (STA)
https://sta.ca.gov/meetings-agendas/

Valero Citizens Advisory Committee (CAP)
https://www.beniciacap.com/