

CONSTRUCTION AGREEMENT

This Construction Agreement (“Agreement”) is made and entered into this ____ day of _____, 20__, by and between the City of Richmond, a municipal corporation and charter city (“City”) and Marinship Development Interest LLC (“Contractor”), with reference to the following facts. The parties may be referred to in this Agreement individually as “Party” and collectively as the “Parties.”

RECITALS

A. On May 16, 2025, the City issued a Request for Proposals (RFP) seeking qualified contractors to provide On-Call General Contractor Services (“Project”) for various construction, repair, maintenance and/or emergency services on an as-needed basis. The scope of services includes, but is not limited to Minor Construction, Remodel, Plumbing, Mechanical, Electrical, HVAC, Concrete and Masonry, Carpentry, Roofing, Repair, Painting, Flooring, Glazing and Glasswork, Temporary Fencing, Door and Fencing Repair, Minor Demolition including Off Haul, Traffic Control, Grading and Earthwork, Debris Removal, Board-ups (large jobs), Tree Removal, Paving, Pumping, Damming, Dewatering, Flood Damage Restoration, Emergency and Non-Emergency Repair, Hazardous Material Abatement.

B. Contractor submitted responsive qualifications and has been selected as one of the qualified On-Call General Contractors.

C. City now desires to enter into an agreement with Contractor for On-Call General Contractor Services, for a not-to-exceed contract amount of \$1,500,000 over a three (3)-year term with the option for two one-year extensions, each up to \$500,000 per year, whereby specific projects will be authorized via individual Work Authorizations (WA), pursuant to the terms and conditions herein.

NOW THEREFORE, in consideration of the promises and agreements hereinafter set forth, and intending to be bound hereby, the Parties agree as follows:

ARTICLE I
CONSTRUCTION OF PROJECT

Section 1.1 Contract Documents and Work Authorization.

All work under this Agreement shall be initiated by a Work Authorization (WA) issued by the City. Each WA shall define the specific project scope, location, schedule and pricing for the services required (“Work”).

This Agreement, Request for Proposals (RFP) and Contractor’s Proposal attached as Exhibit A, the executed Work Authorization (WA) for the Work, the specific plans, specifications, and special provisions attached to the executed WA, along with any Requests for Information (RFI) and responses to RFI, and the following documents, constitute the “Contract Documents.”

Section 1.2 Construction.

Contractor shall furnish all labor, materials, methods, processes, implements, tools and machinery, within the time frames set, and do all the things necessary for the proper execution and completion of the Work as defined in each Work Authorization.

Section 1.3 Protection of Monuments and Existing Improvements.

Contractor shall carefully preserve all property monuments, benchmarks, control points, utilities, and adjacent improvements. Contractor shall not disturb or remove any such markers without written

consent of the City Engineer. If damaged, displaced, or destroyed due to Contractor's operations, Contractor shall, at its sole cost, have them re-established by a California licensed Land Surveyor and repair any affected improvements to the City's satisfaction.

Section 1.4 Payments.

- (a) Contractor agrees to receive and accept the sums set forth in the executed Work Authorization and its supporting documentation, as full compensation for furnishing all materials and performing all the work contemplated and required by this Agreement and the associated Work Authorization. This compensation covers all loss or damage arising out of the nature of the undertaking of the construction of the Work, or from the acts of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the construction of the Work until its completion and acceptance by the City, and for all expenses incurred by or in consequence of the suspension or discontinuance of the construction of the Work, and for well and faithfully performing the construction of the Work and the whole thereof, in the manner and according to the Contract Documents.
- (b) Each Work Authorization may establish liquidated damages for late completion, assessed per calendar day, reflecting the City's estimated costs and impacts due to delay.

Section 1.5 Discovery of Hazardous Waste or Unusual Conditions.

- (a) Promptly and before the following conditions are disturbed, the Contractor shall notify the City in writing of any:
 - (1) Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
 - (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.
- (b) The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a Change Order under the procedures described in this Agreement.
- (c) In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all work to be performed under this Agreement. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the Parties.

Section 1.6 Laws and Regulations.

- (a) The Project work shall proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and Contractor shall be responsible to the City for the procurement and maintenance thereof.

- (b) Stormwater Compliance. Contractor shall comply with all applicable stormwater, NPDES, and MS4 requirements, and implement BMPs in accordance with the City's permits and Project Specifications (including any SWPPP/WPCP as applicable).
- (c) Contractor shall cause all work performed in connection with construction of the Project to be performed in compliance with (i) all applicable laws, ordinances, rules and regulations now in force or that may be enacted hereafter; (ii) all conditions of Work approval and mitigation measures included in any adopted or certified environmental document prepared for the Work; and (iii) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction, provided that such direction given during construction does not conflict with conditions of Project approval or mitigation measures.
- (d) Contractor shall and shall cause its subcontractors to pay prevailing wages in the construction of the Project as those wages are determined pursuant to Labor Code Sections 1720 et seq., and implementing regulations of the Department of Industrial Relations, and to comply with all other applicable federal, State and local laws, regulations and ordinances pertaining to labor standards insofar as those laws, regulations and ordinances apply to the performance of this Agreement, including any applicable City of Richmond employment requirements, including but not limited to the City's Living Wage Ordinance (Richmond Municipal Code Chapter 2.60), the City's Business Opportunity Ordinance (Richmond Municipal Code Chapter 2.50), and the City's Local Employment Program Ordinance (Richmond Municipal Code Chapter 2.56). During the construction of the Project, Contractor shall post at the construction site the applicable prevailing rates of per diem wages. Contractor shall indemnify, hold harmless and defend, (with counsel reasonably acceptable to the City) the City against any claims for damages, compensation, fines, penalties or other amounts arising out of failure or alleged failure of any person or entity (including Contractor and its subcontractors) to pay prevailing wages in connection with construction of the Project. This Section 1.5(d) shall survive the termination of this Agreement.
- (e) Contractor and all subcontractors shall maintain 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 and others employed on the Project. Each payroll record shall contain or be verified by a written declaration made under penalty of perjury, stating both of the following: (1) the information contained in the payroll record is true and correct, and (2) the employer has complied with the requirements of Labor Code Section 1771 (prevailing wage provisions), Section 1811 (eight-hour day, forty-hour week provisions), and Section 1815 (overtime compensation) for any work performed by his or her employees on the Project. The Contractor shall provide certified payroll records to the City each week, no later than ten (10) days after the end of a weekly pay period. Pay records shall be maintained and made available in accordance with Labor Code Section 1776. In addition, Contractor shall and shall cause its subcontractors promptly to deliver to the City, upon request, documents verifying compliance with the Living Wage Ordinance, which include documents which evidence that each affected employee has been notified regarding the wages required to be paid pursuant to the Living Wage Ordinance. Such wages shall also be posted at the construction site. This Section 1.5(e) shall survive the termination of this Agreement.

Section 1.7 Inspections.

Contractor shall permit and facilitate, and shall require its subcontractors to permit and facilitate, observation and inspection of the Project by the City and by public authorities at all times for the purposes of determining compliance with this Agreement and permits issued to perform the Project. In so doing,

Contractor shall provide access for testing and inspections. Contractor shall coordinate and schedule all testing and inspections required for the Project with the required advance notice as defined in the Project Specifications.

Section 1.8 Equal Opportunity.

- (a) During the construction of the Project there shall be no discrimination on the basis of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin, ancestry, or disability in the hiring, firing, promoting, or demoting of any person engaged in the construction work.
- (b) In addition, Contractor agrees to observe the provisions of Section 2.28.030 of the Richmond Municipal Code, obligating Contractor and its subcontractors to refrain from discriminatory employment or subcontracting practices on the basis of race, color, sex, sexual orientation, religion, creed, national origin or ancestry of any employee, any applicant for employment or any potential subcontractor.

Section 1.9 Working Hours.

Eight hours of labor is a legal day's work. Any worker's time of service is restricted to eight hours during any calendar day, and 40 hours during a calendar week, unless overtime compensation is paid at not less than one and one-half times the basic rate of pay. The Contractor shall be assessed a penalty of twenty-five dollars (\$25) for each day a worker is employed in violation of these requirements. Work on site will be allowed between 8am and 5pm during work days. Weekend work will only be allowed with prior approval from the City between 9am and 4pm.

Section 1.10 Insurance and Bond Requirements.

- (a) In accordance with California Labor Code Section 3700, Contractor must secure Workers' Compensation coverage for its employees. Prior to performing any work, Contractor must execute a certification in the form set out at California Labor Code Section 1861.
- (b) For any Work Authorization more than \$25,000, Contractor shall provide a payment and performance bond for 100% of the Work Authorization price and shall be signed by both the surety company and the Contractor.
- (c) Contractor shall submit to the City evidence of the insurance and payment and performance bond coverage meeting the requirements set forth in this Agreement. Proof of insurance and bonding related to the construction of the Project shall be provided to the City not more than (10) days after award of the contract. The City shall review and approve or disapprove of the evidence of insurance within twenty (20) days after submittal of complete information in the form required by the City. If the City disapproves the evidence of insurance, it shall specify in writing the reasons for such disapproval. Contractor shall resubmit the information required within ten (10) days. The review and submittal periods for resubmittals shall be reduced to a ten (10) day review period for the City and a five (5) day period for resubmittal by Contractor and shall continue to apply until the City approves the evidence of insurance coverage, but in no event shall the submittal and review period continue for more than forty-five (45) days. If, after forty-five (45) days the Contractor has not provided evidence of insurance and bond coverage meeting the requirements of the City, the City shall terminate the contract. No work shall be initiated on the Project prior to Contractor's receipt of the City's approval of evidence of insurance coverage related to the construction of the Project.

- (d) Contractor shall require and verify that all subcontractors or other parties hired for the Project purchase and maintain coverage for indemnity and insurance at least as broad as specified in the Project Specifications to the extent they apply to the scope of the subcontractor's work with the same certificate of insurance requirements and naming as additional insureds all parties to this Agreement. Contractor shall include the following language in their agreement with subcontractors: "Subcontractors hired by Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under the Contract Documents and provide a valid certificate of insurance and the required endorsements included in the agreement as proof of compliance prior to commencement of any work and to include this same requirement for any subcontractors they hire for this work. A copy of the insurance and indemnity requirements of the Contract Documents will be furnished to the subcontractor upon request." Contractor shall have furnished the City with evidence of the insurance coverage meeting the insurance requirements set forth in RFP for each subcontractor prior to initiating any work on the Project, including Builder's Risk insurance with appropriate coverage for the cost of construction. The periods for submittal, review and approval shall apply as stated in subparagraph (c) above.
- (e) The Parties agree that notwithstanding the time requirements set forth in this subsection for submittal and resubmittal to the City by the Contractor of the evidence of insurance and review and approval of the evidence of insurance by the City, Contractor is responsible for ensuring that the evidence of insurance in approvable form is submitted to the City in a timely manner.
- (f) Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth in the RFP shall be available to the City as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in the RFP; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater. No representation is made that the minimum insurance requirements set forth in the RFP are sufficient to cover the obligations of the Contractor under this Agreement.
- (g) Contractor shall maintain the insurance requirements set forth in the RFP for a minimum of five (5) years following the completion of the Project. In the event Contractor fails to obtain or maintain completed operations coverage as required by the RFP, the City at its sole discretion may purchase the coverage required and the cost for the same shall be paid by Contractor upon demand by the City.
- (h) Warranty Bond. For any Work Authorization exceeding twenty-five thousand dollars (\$25,000), Contractor shall furnish a Warranty Bond in the amount of ten percent (10%) of the final Work Authorization price, guaranteeing the Work against defective materials and workmanship for one (1) year following the City's Final Acceptance. The bond shall be issued by a California-admitted surety, in a form acceptable to the City. The City may accept either a separate warranty bond or continuation of the performance bond through the warranty period.

Section 1.11 Security In Lieu of Retention.

- (a) The City shall retain five percent (5%) of the sum requested in each progress payment unless the Contractor elects to invoke the procedures set forth at California Public Contract Code 22300 to substitute securities to ensure performance under the contract.
1. At the request and the expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally

chartered bank in the state as escrow agent, who shall then pay the retained funds to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor.

- 2. Alternatively, the Contractor may request and the City shall make payment of retentions earned directly to the escrow agent at the expense of the Contractor. At the expense of the Contractor, the Contractor may direct the investment of the payments into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for in Public Contract Code 22300 for securities deposited by the Contractor. Upon satisfactory completion of this Agreement, the Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the owner, pursuant to the terms of this section.

- (b) If the Contractor chooses to place securities in escrow, the escrow agreement to be used shall be substantially similar to the following form:

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between _____ whose address is _____ hereinafter called "Owner," _____ whose address is _____ hereinafter called "Contractor" and _____ whose address is _____ hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for _____ in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of _____, and shall designate the Contractor as the beneficial owner.

(2) The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the 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 the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the 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 the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the Owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

(8) Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the 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 the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

On behalf of Contractor:

Title

Title

Name

Name

Signature

Signature

Address

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner

Contractor

Title

Title

Name

Name

Signature

Signature

- (c) Retention for a Work Authorization shall be released upon Final Acceptance provided the performance bond remains in effect through the warranty period or a warranty bond acceptable to the City has been furnished. Otherwise, the City may retain up to the warranty bond amount until the end of the warranty period.

Section 1.12 Senate Bill 854 Notice Requirements.

As provided in SB 854: a) no contractor or subcontractor may be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered with the Department of Industrial Relations (DIR) and qualified to perform public work pursuant to California Labor Code Section 1725.5 (Lab. Code §1771.1(a)); (b) no contractor or subcontractor may be awarded a public works contract unless registered with the DIR to perform public work pursuant to Labor Code Section 1725.5 (Lab. Code §1771.1(b)); and (c) work performed on the project is subject to compliance monitoring and enforcement by DIR (Lab. Code §1771.4).

Section 1.13 Job Site Notices.

Contractor shall post at the job site notices in compliance with Title I California Code of Regulations Section 16451.

Section 1.14 Municipal Code Chapter 2.65 Requirements.

Contractor shall comply with Chapter 2.65 of the Richmond Municipal Code banning the requirement to provide information of prior criminal convictions on employment applications.

Section 1.15 Final Acceptance and Start of Warranty.

“Final Acceptance” means the date the City Engineer issues written notice that the Work has been completed in accordance with the Contract Documents. Unless otherwise stated, the warranty period commences on the date of Final Acceptance.

**ARTICLE II
DEFAULT AND REMEDIES**

Section 2.1 Events of Default.

In addition the remedies set forth in Section 2.2, below, in the event of default the Department Head reserves the right to stop work immediately if any action or inaction by the Contractor or any subcontractor creates a risk of imminent harm to the public or property.

Each of the following shall constitute a "Default" by Contractor under this Agreement:

- (a) Breach of Covenants. Failure by Contractor or any subcontractor to duly perform, comply with, or observe any of the conditions, terms, or covenants of any of the Contract

Documents. The City shall give Contractor written notice of the breach and specify a time in which to cure the breach. If the Contractor cures the breach within the time specified in the notice or, if the breach cannot be cured in the time specified but the Contractor has diligently pursued measures to cure the breach and to keep the City informed of its progress, then the breach shall not constitute a default provided that the breach is cured within thirty (30) days from the date of the City's last notice and demand to cure.

- (b) Disregard of Laws. Disregard of laws, rules, regulations, directions or instructions of City by Contractor or any subcontractor with respect to the performance of work.
- (c) Insolvency. A court having jurisdiction shall have made or entered any decree or order (i) adjudging Contractor to be bankrupt or insolvent, (ii) approving as properly filed a petition seeking reorganization of Contractor or seeking any arrangement for Contractor under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (iii) appointing a receiver, trustee, liquidator, or assignee of Contractor in bankruptcy or insolvency or for any of their properties, (iv) directing the winding up or liquidation of Contractor if any such decree or order described in clauses (i) to (iv), inclusive, shall have continued unstayed or undischarged for a period of ninety (90) days; or (v) Contractor shall have admitted in writing its inability to pay its debts as they fall due or shall have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (i) to (iv), inclusive.
- (d) Suspension; Termination. Contractor shall have voluntarily suspended its business, or shall have voluntarily or involuntarily lost or terminated one or more of the licenses required to perform the work.
- (e) Liens on Property and the Development. There shall be filed any claim of lien (other than liens approved in writing by the City) against the Project or the construction site or any part thereof, or any interest or right made appurtenant thereto and the continued maintenance of said claim of lien for a period of twenty (20) days without discharge or satisfaction thereof or provision therefore (including, without limitation, the posting of bonds) satisfactory to the City.

Section 2.2 Remedies.

The occurrence of any Default hereunder following the expiration of all applicable notice and cure periods will, either at the option of the City or automatically where so specified, relieve the City of any obligation to make or continue payments and shall give the City the right to proceed with any and all remedies set forth in the Contract Documents, including but not limited to the following:

- (a) Specific Performance. The City shall have the right to mandamus or other suit, action or proceeding at law or in equity to require Contractor to perform its obligations and covenants under this Agreement or to enjoin acts on things which may be unlawful or in violation of the provisions of this Agreement.
- (b) Right of Contest. Contractor shall have the right to contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute a Default hereunder. Any such contest shall be prosecuted diligently and in a manner unprejudicial to the City or the rights of the City hereunder.
- (c) Remedies Cumulative. No right, power, or remedy given to the City by the terms of the Contract Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the City by the terms of any such instrument, or by

any statute or otherwise against Contractor and any other person. Neither the failure nor any delay on the part of the City to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the City of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

Section 2.3 Waiver of Damages.

Contractor, in having tendered the Proposal, shall be deemed to have waived any and all claims for damages because of termination of this Agreement for any reason. Contractor shall not be entitled to any lost profit in the event of termination.

**ARTICLE III
GENERAL PROVISIONS**

Section 3.1 Relationship of Parties.

Nothing contained in this Agreement shall be interpreted or understood by any of the Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the City and Contractor or its agents, employees or subcontractors, and Contractor shall at all times be deemed an independent contractor and shall be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Agreement. Contractor has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under the Agreement. In regards to the construction of the Project, Contractor shall be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other laws and regulations governing such matters, and shall include requirements in each contract that subcontractors shall be solely responsible for similar matters relating to their employees. Contractor shall be solely responsible for its own acts and those of its agents and employees.

Section 3.2 Change Orders.

- (a) Changes affecting the time of performance, unit pricing, or total contract price shall be set forth in a written Change Order that shall specify:
1. The work performed in connection with the change to be made;
 2. The amount of the adjustment to the Payment Limit, if any, and the basis for compensation for the work ordered. For any change to the scope of work that results in a Change Order, the Contractor and all lower-tier Subcontractors shall be entitled to a cumulative markup on the cost of the work for that change, which shall not exceed a total of twenty percent (20%). This markup shall cover all direct and indirect costs associated with the change, including but not limited to labor, materials, equipment, subcontractor overhead, and profit. The Contractor shall provide a detailed breakdown of all costs and markups included in the Change Order. For any deductive change orders, the same twenty percent (20%) markup percentage shall be applied to the cost reduction; and
 3. The amount of time to be adjusted in the schedule for performance, if any.
- (b) A Change Order will become effective when signed by the Department Head, or his or her representative, notwithstanding that Contractor has not signed it. A Change Order will become effective without Contractor's signature, provided the Department Head or his or her representative so indicates by noting thereon "unilateral change order."
- (c) All changes in any plans and specification approved by any authority with jurisdiction over the Project may also require addenda or change orders approved by that authority.

- (d) Where the City requests, a performance bond rider covering the changed work must be executed and delivered to the City before proceeding with the changed work, or shortly in time thereafter.
- (e) The Public Works Director or their designee may approve Change Orders with a cumulative value up to ten percent (10%) of the value of the individual Work Authorization, rather than the master contract value.

Section 3.3 Claims By Contractor.

- (a) **No Third-Party Claims.** Nothing contained in this Agreement shall create or justify any claim against the City by any person that Contractor may have employed or with whom Contractor may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the construction of the Project, and Contractor shall include similar requirements in any contracts entered into for the construction of the Project. Pursuant to Section 9204 (d)(5) of the Public Contract Code, however, Contractor may present a claim on behalf of a subcontractor for work which was performed by that subcontractor or lower tier subcontractor. Such claim shall have been reviewed and evaluated by Contractor prior to submission to the City.
- (b) **Obligation to File Claims for Disputed Work.** Should it appear to the 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 the work, construction of the Project, and/or compliance with procedures or standards set forth in the Contract Documents, or should Contractor otherwise seek extra time or compensation FOR ANY REASON WHATSOEVER, then Contractor shall first follow the procedures set forth in this Agreement, including but not limited to Section 3.2, "Change Orders." If a dispute remains, then Contractor shall give written notice to the City that expressly invokes this Section 3.3 and requests a determination of the issue. City shall decide the issue in writing within 15 days; City's decision shall be final and the limitations period for the filing of a claim shall commence upon the City's issuance of its decision. If Contractor disagrees with City's decision, or if Contractor contends that City failed to provide a timely decision, then Contractor's SOLE AND EXCLUSIVE REMEDY is to file a written claim setting forth Contractor's position as required herein.
- (c) **Form and Contents of Claim.** The Claim shall be submitted to the City within thirty (30) days of receiving the City's written decision regarding the dispute, or the date the Contractor contends such decision was due, and in no event later than the date of final payment. Contractor's written claim must identify itself as a "Claim" under this Section 3.3 and must include the following: (1) a narrative of pertinent events; (2) citation to contract provisions; (3) theory of entitlement; (4) complete pricing of all cost impacts; (5) a time impact analysis of all time delays that shows actual time impact on the critical path; (6) documentation supporting items 1 – 5; and (7) verification under penalty of perjury of the claim's accuracy. The Claim shall be priced like a Change Order, and must be updated every thirty (30) days as to cost and entitlement if it remains 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 preparation, submittal, and administration of a Claim.

- (d) Administration After Claim Submittal.
1. City may render a final decision based solely on the materials submitted in support of the Claim or may in its sole discretion conduct an administrative hearing on the Claim, in which case Contractor shall appear, participate, answer inquiries, and present any further evidence or analysis requested by City. Should City take no action on the Claim within forty-five (45) days (or any extension thereof mutually agreed upon by City and Contractor, or any such greater time to respond afforded City under Section 9204(d)(1)(C) of the Public Contract Code) of submittal, it shall be deemed denied.
 2. If Contractor disputes City's written response, or if City fails to respond to a Claim within the time prescribed, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, City will schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
 3. Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, City will provide Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within sixty (60) days after City issues its written statement. Any disputed portion of the Claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with City and Contractor sharing the associated costs equally. City and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If City and Contractor cannot agree upon a mediator, each party shall select a mediator, and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to Section 3.3(f) of this Agreement.
 4. Failure by City to respond to a Claim within the time periods described in Section 9204 of the Public Contract Code or to otherwise comply with the time requirements of that section shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by reason of City's failure to have responded to a claim, or its failure to otherwise comply with the time requirements of Section 9204 of the Public Contract Code, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant filing the Claim.
 5. Notwithstanding and pending the resolution of any Claim or dispute, Contractor shall diligently perform the disputed work to final completion in accordance with the City's direction.
- (e) Compliance
1. The provisions of this Section 3.3 constitute a non-judicial claim settlement procedure that, pursuant to California Government Code Section 930.2, shall constitute a condition precedent to the submittal of a valid claim under the California Government Code. Any Government Code claims alleging disputed work must affirmatively indicate prior compliance with this Section 3.3. In accordance with Richmond Municipal Code Section 1.10.010(b), all Government Code claims must be presented no later than the 100th day after the earlier of (i)

the date the City actively or passively denied the Claim, or (ii) substantial completion or termination of the contract.

2. Failure to submit and administer Claims as required in Section 3.3 shall waive Contractor's right to compensation for any disputed work not included in a timely Claim. Disputes not raised in a timely protest and timely Claim submitted under this Section 3.3 may not be asserted in any subsequent Government Code claim, administrative hearing, or civil action.
3. City shall not be deemed to waive any provision under this Section 3.3 if, at City's sole discretion, a Claim is administered in a manner not in accord with this Section 3.3. Waivers or modifications of this Section 3.3 may only be made by signed Change Order approved as to form by legal counsel for both City and Contractor. Oral or implied modifications shall be of no force or effect.

Section 3.4 Indemnification.

- (a) To the fullest extent permissible by law, Contractor shall indemnify, defend, and hold harmless, and require its subcontractors to defend, indemnify and hold harmless, the City, its elected and appointed officials, and all of its employees, volunteers and agents (the "Indemnified Parties"), from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees and other defense costs (collectively, "Actions"), resulting from injury to or death sustained by any person (including Contractor's or any subcontractors' employees), or damage to property of any kind, or any other injury or damage whatsoever, which Actions arise out of or are in any way connected with the construction of the Project, regardless of Contractor's fault or negligence; provided, however, that Contractor's, and Contractor's subcontractors' indemnity obligations hereunder shall not apply to the extent any Actions are caused by the active negligence or willful act or omission of an Indemnified Party. The indemnification obligations of Contractor and its subcontractors shall extend to Actions asserted after termination of this Agreement for whatever reason for the full period of time allowed by law.
- (b) In Actions against any person or entity indemnified under Section 3.4(a) above by an employee of Contractor or its subcontractors, anyone directly or indirectly employed by any one of them or anyone for whose acts one of them may be liable, the indemnification obligation under Section 3.4(a) above shall not be limited by a limitation on amount or type of damages, compensation of benefits payable under workers' compensation acts, disability benefit acts or other employee benefit acts.
- (c) The defense and indemnification obligations set forth in Section 3.4(a) above are undertaken in addition to, and shall not in any way be limited by, the insurance obligations set forth in the RFP.

Section 3.5 Non-Liability of City Officials, Employees and Agents.

No member, official, employee or agent of the City shall be personally liable to Contractor in the event of any default or breach by the City or for any amount which may become due to Contractor or its successor or on any obligation under the terms of this Agreement.

Section 3.6 No Third Party Beneficiaries.

There shall be no third party beneficiaries to this Agreement.

Section 3.7 Conflict of Interest.

- (a) Except for approved eligible administrative or personnel costs, no person described in Section 3.7(b) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure. Contractor shall exercise due diligence to ensure that the prohibition in this Section 3.7(a) is followed.
- (b) The conflict of interest provisions of Section 3.7(a) above apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the City of Richmond, and any immediate family member or dependent of such person.

Section 3.8 Notices, Demands and Communications.

If at any time after the execution of this Agreement it shall become necessary or convenient for one of the Parties hereto to serve any notice, demand or communication upon the other Party, such notice, demand or communication shall be in writing and shall be served personally or by depositing the same in the registered United States mail, return receipt requested, postage prepaid or delivered by express delivery service, return receipt requested and

- (1) if intended for the City shall be addressed to:
 City of Richmond
 450 Civic Center Plaza
 Richmond, California 94804
 Attention: Wendy Wellbrock

With copy to:

City of Richmond
450 Civic Center Plaza
Richmond, CA 94804
Attention: City Attorney

- (2) if intended for Contractor shall be addressed to:

XXXX
XXXX
XXXX
Attn: XXXX

Any notice, demand or communication shall be deemed given, received, made or communicated on the date personal delivery is affected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Any Party may change its address at any time by giving written notice of such change at least ten (10) days prior to the date such change is desired to be effective.

Section 3.9 Applicable Law.

This Agreement shall be governed by California law. This Agreement is made in Contra Costa County, California, and any action relating to this Agreement shall be instituted and prosecuted in the courts of Contra Costa County, California.

Section 3.10 Parties Bound.

Except as otherwise limited herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, executors, administrators, legal representatives, successors, and assigns. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any successor, heir, administrator, executor, successor, or assign of such Party who has acquired an interest in compliance with the terms of this Agreement or under law. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, and assigns of each of the Parties.

Section 3.11 Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 3.12 Force Majeure.

Performance by either Party shall not be deemed to be in default when delays in performance are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, quarantine restrictions, freight embargoes, or court order, or any other similar causes (other than lack of funds of Contractor) beyond the control or without the fault of the Party claiming an extension of time to perform ("Force-Majeure Delays"). In no event shall any extension of any period of time be deemed to have occurred unless the Party claiming the Force-Majeure Delay gives written notice to the other Party within ten (10) days following the commencement of any such delay, setting forth the facts giving rise to the Force-Majeure Delay request, the expected duration of the delay, and the steps the Party intends to take to minimize the Delay. During the Force-Majeure Delay, the Party whose performance is delayed shall keep the other Party reasonably informed of the situation and the steps taken by such Party to continue performance and minimize delay. After the Force-Majeure Delay is over, the Parties shall in good faith jointly prepare an accurate written record of the circumstances giving rise to delay, specifying the commencement date and duration of the Force-Majeure Delay and the cause thereof, which record shall be signed by each Party to confirm agreement with respect to its content. In no event shall the City be required to agree to cumulative Force-Majeure Delays in excess of sixty (60) days unless the City is the cause of such delay. In the event that the Parties cannot agree upon a record of the circumstances giving rise to the Force-Majeure Delay, the procedures set forth in Section 3.3 of this Agreement shall apply.

Section 3.13 Waivers.

Any waiver by the City of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the City to take action on any breach or default of Contractor or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Contractor to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by the City to any act or omission by Contractor shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the City's written consent to future waivers.

Section 3.14 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the Agreement's provisions.

Section 3.15 Entire Understanding of the Parties.

The Contract Documents – along with any written change orders and dispute determinations that may be issued by the City in the course of performance – shall constitute the entire understanding and agreement of the Parties with respect to construction of the Project. The Contract Documents, written change orders (if any), and dispute determinations (if any) are deemed complementary and should be interpreted together.

Section 3.16 Multiple Originals; Counterpart.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts. A facsimile or electronic signature to this Agreement shall be as valid as an ink signed original.

WHEREAS, this Agreement has been entered into by the undersigned as of the date first above written.

Reviewed By:

City Attorney

ATTEST:

City Clerk

CITY:

CITY OF RICHMOND, a municipal corporation and charter city

By: _____

Name: _____

Its: _____

CONTRACTOR:

Marinship Development Interest LLC

By: _____

Name: _____

Its: _____

EXHIBIT A

PROPOSAL



Marinship Development Interest LLC
1485 Bayshore Blvd, Ste 201 (MB 135)
San Francisco, CA 94124
Office: (415) 282-5160
Direct: (415) 716-3965

Mailing Address:
2100 Embarcadero, Ste 205
Oakland, CA 94606

Primary Contact:
Derek Smith
Direct: (415) 716-3965
Email: derek@marinship.com

CSLB: 1013885 (A, B, C-31, HAZ)
Exp: 05/31/2026
DIR: 1000038734
Exp: 07/01/2026

June 5th, 2025

City of Richmond
Public Works Department
450 Civic Center Plaza
Richmond, CA 94804

Subject: Proposal Submission – On-Call General Contractor Services

Dear Selection Committee,

Marinship Development Interest LLC (MDI) is pleased to submit our proposal for On-Call General Contractor Services as outlined in the City of Richmond's Request for Proposals (RFP). We are excited about the opportunity to support the City's Public Works Department in maintaining and improving critical municipal infrastructure and services across a broad range of needs, including emergency services and minor construction work.

With over 32 years of construction experience, Marinship Development Interest LLC has earned a strong reputation for excellence in civil infrastructure, building construction, renewable energy, and affordable housing projects throughout the San Francisco Bay Area. We are well-positioned to deliver quality, responsiveness, and value to the City of Richmond.

MDI's Owner and Managing Member, Derek Smith, holds a B.S. in Mechanical Engineering from the University of California at Berkeley and an M.S. in Civil Engineering from Stanford University. With more than 40 years of industry experience, Mr. Smith leads a team adept at managing complex construction projects, maintaining strict compliance with project schedules, budgets, and safety protocols.

We have completed over 500 projects for state, municipal, and private sector clients, demonstrating particular strength in public works projects that align closely with the City of Richmond's needs including emergency contract and on call work for Caltrans, SFPUC, The City of Oakland, Alameda County Public Works Agency, and The Port of Oakland.

Our core competencies include:

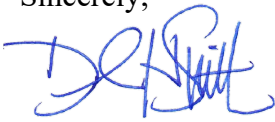
- Site and structural concrete
- Sitework, grading, paving, and underground utilities
- Demolition and hazardous material disposal
- Renewable energy infrastructure: solar, microgrids, hydrogen production
- Asphalt and concrete paving
- Construction management

We confirm that we have thoroughly reviewed and fully understand all elements of the RFP, including the scope of services required and the contractor selection process for the City's intended multiple contract awards, each with a not-to-exceed amount of \$1,000,000 over an initial three-year term with the possibility of a two-year extension. Marinship Development Interest LLC finds the City's contract template acceptable and has no exceptions or change requests.

Further, Marinship Development Interest LLC complies with and supports the City of Richmond's requirements under the Nondiscrimination Clauses in City Contracts Ordinance (RMC Chapter 2.28), the Business Opportunity Ordinance (RMC Chapter 2.50), the Local Employment Program Ordinance (RMC Chapter 2.56), the Living Wage Ordinance (RMC Chapter 2.60), and the "Ban the Box" Ordinance (RMC Chapter 2.65). As a certified Micro-Local, Minority-Owned, Small Business, and Disadvantaged Business Enterprise, we are committed to promoting diversity, equity, and inclusion in both our workforce and contracting practices.

We appreciate the opportunity to be considered and look forward to the possibility of working with the City of Richmond to advance its critical infrastructure and public service objectives. Should you have any questions or require further clarification, please feel free to contact me directly.

Sincerely,



Derek Smith
Managing Member
derek@marinship.com
(415) 716-3965

Qualifications and Experience

Marinship Development Interest LLC was established in 2005 in California and operates as a Limited Liability Company (LLC). We are a state certified small business and a local (SF/Oakland/Alameda County) and nationally certified disadvantaged and minority owned business. With 19 years of continuous operation, our civil engineering company has developed a solid reputation for excellence in construction management and civil infrastructure work. We specialize in civil works, site and structural concrete, emergency repairs, underground utilities, demolition and hazardous material removal, grading and paving, and renewable energy projects. With over 500 successfully completed projects across the Bay Area, our team consistently delivers projects on time and within budget. Clients recognize our high standards in safety compliance and quality control, contributing to a long-standing reputation for service excellence.

Our main office is located at 1485 Bayshore Blvd., Suite 201, San Francisco, CA 94124, and we employ a full-time staff of 65 individuals, including project managers, superintendents, engineers, estimators, administrative professionals, and trades workers. We also have an Oakland office located at 2100 Embarcadero, Ste 205, Oakland, CA 94606. Marinship is signatory to the laborers, operating engineers, cement masons, millwrights, and carpenters unions. Our team is led by our Manager Member, Derek Smith, and our Senior Project Manager, Sal Villarreal, who combined hold over 55 years of experience in the construction industry working in civil works. We also employ a team of assistant project managers and project engineers that assist in managing and planning daily tasks, generating RFIs and submittals, and ensuring that projects get completed per spec and within budget. We maintain a responsive team structure, ensuring that personnel with full authority for decision-making are always available for daily project communications. Our administrative infrastructure is designed to support efficient project management for municipal and governmental clients. We utilize Procore, Clearstory, and Microsoft Project for detailed scheduling, and our accounting systems ensure timely and compliant invoicing and AR/AP processing. Change management processes are clearly documented, and our reporting practices include daily logs, RFI management, and submittal tracking to ensure transparency and accountability.

Marinship has a strong capability for self-performing critical scopes of work. Our internal teams handle excavation, grading, site preparation, underground utilities installation, concrete placement, demolition, hazardous material removal, street sweeping, sandblasting, pipe-bursting, and asphalt and concrete paving. Our extensive experience includes providing both emergency and non-emergency construction and repair services to public agencies including Caltrans, the Port of Oakland, City of Oakland, EMBUD, San Francisco Public Utilities Commission, Alameda County Public Works, and AC Transit.

Marinship has been participating in two three-year term job order contracts for the City of Oakland since 2023 for On-Call Sanitary Sewer Services and On-Call Construction Services. Under this JOC Marinship completed the Sanitary Sewer Rehabilitation of Sub-basin 56-01, rehabilitating 4,500 linear feet of sanitary sewer mains using pipe bursting, open-trench, and cured-in-place-pipe construction methods. Marinship has also completed the City of Oakland Trash Capture project 1006212 where our crews installed 375 Connector Pipe Screen (CPS) trash

capture devices in existing storm drain inlets across city streets and residential easements to effectively prevent trash from entering the storm drain system, with each device servicing drainage areas up to 2 acres.

Marinship is also participating in Job Order Contract 99: General Engineering (A License Construction) in San Francisco, San Mateo, Santa Clara, and Alameda Counties for the San Francisco Public Utilities Commission. Marinship has been awarded six task orders including the following completed task orders: JOC-99 Task Order #1 work includes raising a single tower, retrofitting another tower, and improving the footings on three towers, as well as damaged landscape renovation. JOC-99 Task Order #2 work includes raising, constructing, and installing a 15-foot waste cage extension on two towers. Our crew also installed foundation modifications for three towers, as well as installed re-plumb insulators on adjacent structures using new armor rods if necessary. Marinship is currently working on Task Order #6 in which Marinship will perform electromagnetic (EM) Non-Destructive Testing for the 90" Hillsborough Tunnel, and LiDAR + CCTV inspections for the 60" Sunset Supply Pipeline.

Marinship maintains a long-standing relationship with Caltrans and has completed over a dozen emergency and non-emergency contacts since 2021. In 2021 Marinship was selected as the prime contractor to provide demolition services, debris removal and install concrete barrier walls and metal fencing under Oakland's 880 Freeway and MacArthur Maze for Caltrans Emergency Contract 04-2W3404. In addition to forming, placing and finishing over 2,300 lineal feet of concrete barrier wall and four (4) foot high vinyl-clad fence, our crews provided waste removal and abandoned vehicle hauling. The scope of work also included installing barriers, storm drain extensions and lights underneath the freeway overpass with 24-hour security services. This contract was awarded two additional phases, with the work spanning over three years and totaling over \$11,500,000.

In 2023 Marinship was awarded Caltrans emergency contract 04-3Y2104 for \$710,000 after a mudslide on Highway 92 on the westbound side of highway 92 temporarily shut down the highway. Our crew worked around the clock to excavate the embankment and place rock slope protection by installing Geotech fabric along the embankment along with removal and disposal of non-conforming soil. Our crews also backfilled using native species and performed pavement and dike restoration. This project was followed by Caltrans Emergency Contract 04-2X9204 for \$427,000 which was awarded and completed in May 2025. As the prime contractor, Marinship completed this fast-tracked project in just 16 nights! The work included demolition of the existing crash cushions, removal of old existing foundations, and the pouring of new concrete foundations to support the new SMART Cushions.

In addition to Caltrans, Marinship has performed various emergency and non-emergency projects for the Alameda County Public Works Department, where Marinship is certified as a small local business. In 2022, active channel runoff combined with outfall erosion and pavement failure caused a mudslide that exposed a washed-out culvert and resulted in the closure of Palomares Road. Marinship Development Interest LLC was awarded the emergency project by Alameda County Public Works for \$567,000 on February 1st and had crews working around the clock to fully reopen the road for nearby residents and travelers. Marinship worked to dam and bypass the active channel run off to the waterway downstream by installing two pumps while our crew worked on the exposed creek side to reconstruct the outfall, creek alignment, and a new culvert.

Beyond these projects, Marinship Development Interest LLC has completed numerous high-profile developments. We served as a subcontractor for the Mission Rock Parcel A project in San Francisco, placing and finishing concrete for a 24-story high-rise apartment building aimed at achieving LEED Gold certification. Similarly, at the Bayview Safe Navigation Center, we handled sitework and utilities with limited subcontracting, delivering a \$1.84 million project within 45 days.

As a CUCP disadvantaged and minority owned enterprise and a local and state certified small business, Marinship prioritizes community engagement by hiring local workers on projects and sponsoring local workers into apprenticeship programs. We engage other small, local, and/or disadvantaged subcontractors when able and provide support through mentorship and assistance. Marinship has maintained long-term relationships with reliable subcontractors whom we use regularly for different scopes and would be happy to provide references and qualifications for the appropriate subcontractors once the scope of work is established. Our experience managing single trade coordination projects is equally robust. For the OAB SS-R-14 Circuit Upgrades, we managed high-voltage electrical work in collaboration with Hotline Construction while self-performing civil construction activities, ensuring smooth coordination and quality execution within the \$5.37 million budget. Marinship has never been disqualified from participating in a project.

In conclusion, Marinship Development Interest LLC's experience performing on-call and emergency contract work for a variety of public agencies makes us uniquely qualified to provide on-call, minor construction, and emergency services to the City of Richmond. Our proven track record, experienced leadership, and commitment to quality and community engagement make us an ideal partner for the City's Public Works Department initiatives.

Project Examples and Client References

Project #1:

Project Name: Palomares Road Emergency Repairs at MM 0.77, MM 4.05 & 4.10

Client: Alameda County Public Works Agency

Location: Palomares Road MM 0.77, 4.05 to 4.10, Castro Valley

Description/Scope: In 2022, active channel runoff combined with outfall erosion and pavement failure caused a mudslide that exposed a washed out culvert and resulted in the closure of Palomares Road. Marinship Development Interest LLC was awarded the emergency project by Alameda County Public Works for \$567,000 on February 1st and had crews working around the clock to fully reopen the road for nearby residents and travelers. Marinship worked to dam and bypass the active channel run off to the waterway downstream by installing two pumps while our crews worked on the exposed creek side to reconstruct the outfall, creek alignment, and a new culvert.

Budget: \$567,339

Duration: 3 months

Reference:

- a. Client Name: Alameda County Public Works Department
- b. Contract Person: James Lai, Supervising Public Works Inspector
- c. Phone Number: (510) 670-6614

- d. Email Address: jamesl@acpwa.org
- e. Project Name: Palomares Road Emergency Repairs at MM 0.77, MM 4.05 & 4.10
- f. Your Company's Project Manager: Salvador Villarreal
- g. Initial Contract Value: \$ 567,339
- h. Final Cost of Construction: \$567,339
- i. Scheduled Completion Date: 04/30/2023
- j. Actual Completion Date: 04/30/2023

Project #2:

Project Name: Job Order Contract 99: General Engineering (A License Construction) in San Francisco, San Mateo, Santa Clara, and Alameda Counties Task Orders #1 and #2 (Tower Raise)

Client: Alameda County Public Works Agency

Location: Various Locations in San Francisco, CA

Description/Scope: Marinship is participating in Job Order Contract 99: General Engineering (A License Construction) in San Francisco, San Mateo, Santa Clara, and Alameda Counties for the San Francisco Public Utilities Commission. JOC-99 Task Order #1 (\$594,358.75): Marinship's work included raising a single tower, retrofitting another tower, and improving the footings on three towers. Marinship's crews raised Tower 976N 15 feet and replaced bent steel members on tower 978N. Work also included improvements to the tower footings of Towers 975N, 976N, and 978N, as well as damaged landscape renovation. JOC-99 Task Order #2 (\$617,992.61) : Marinship's scope of work included raising, constructing, and installing a 15-foot waste cage extension on towers 979N & 981. Our crew will also installed foundation modifications for towers 979N, 981 N & 983N, as well as installed re-plumb insulators on adjacent structures using new armor rods.

Budget: \$ 1,212,351.36

Duration:

Reference:

- a. Client Name: San Francisco Public Utilities Commission
- b. Contract Person: Michael Vroman, Project Manager R&R Program
- c. Phone Number: (209) 768-1355
- d. Email Address: mvroman@sfgwater.org
- e. Project Name: Job Order Contract 99: General Engineering (A License Construction) in San Francisco, San Mateo, Santa Clara, and Alameda Counties Task Orders #1 and #2 (Tower Raise)
- f. Your Company's Project Manager: Salvador Villarreal
- g. Initial Contract Value: \$ 1,212,351.36
- h. Final Cost of Construction: \$
- i. Scheduled Completion Date:
- j. Actual Completion Date:

Project #3:

Project Name: Caltrans Emergency Contract 04-3Y2104 Highway 92

Client: Caltrans

Location: Highway 92, Post Mile 6.87

Description/Scope: In 2023 Marinship was awarded Caltrans emergency contract 04-3Y2104 for \$710,000 after a mudslide on Highway 92 on the westbound side of highway 92 temporarily shut down the highway. Our crew worked around the clock to excavate the embankment and place

rock slope protection by installing Geotech fabric along the embankment along with removal and disposal of non-conforming soil. Our crews also backfilled using native species and performed pavement and dike restoration.

Budget: \$710,000

Duration: 3.5 months

Reference:

- a. Client Name: Caltrans
- b. Contract Person: Peter Lam
- c. Phone Number: 510-393-1593
- d. Email Address: peter.lam@dot.ca.gov
- e. Project Name: Caltrans 04-3Y2104 Highway 92
- f. Your Company's Project Manager: Salvador Villarreal
- g. Initial Contract Value: NTE \$710,000
- h. Final Cost of Construction: \$673,695.42
- i. Scheduled Completion Date: 04/22/23
- j. Actual Completion Date: 04/18/23

Project #4:

Project Name: Caltrans Emergency Contract 04-2W3404 & 04-3W9904 Oakland 880 Phases 1-3

Client: Caltrans

Location: Frontage Road and 14th Stret, under the 880 Freeway, Oakland

Description/Scope: In 2021 Marinship was selected as the prime contractor to provide demolition services, debris removal and install concrete barrier walls and metal fencing under Oakland's 880 Freeway and MacArthur Maze for Caltrans Emergency Contract 04-2W3404. In addition to forming, placing and finishing over 2,300 lineal feet of concrete barrier wall and four (4) foot high vinyl-clad fence, our crews provided waste removal and abandoned vehicle hauling. The scope of work also included installing barriers, storm drain extensions and lights underneath the freeway overpass with 24-hour security services. Subsequent phases also included reconstructing the embankment slope and additional fencing.

Budget: \$710,000

Duration: 3.5 months

Reference:

- a. Client Name: Caltrans
- b. Contract Person: Saeed Safi, safi@dot.ca.gov
- c. Phone Number: (510) 714-7039
- d. Email Address: safi@dot.ca.gov
- e. Project Name: Caltrans Emergency Contract 04-2W3404 & 04-3W9904 Oakland 880 Phases 1-3
- f. Your Company's Project Manager: Jim Pelletier
- g. Initial Contract Value: \$10,640,000
- h. Final Cost of Construction: \$11,769,069.90 (Added Change Orders)
- i. Scheduled Completion Date: 06/01/2021
- j. Actual Completion Date: 02/28/2024

Proposed Approach and Methodology

Marinship Development Interest LLC employs a comprehensive and collaborative approach to successfully deliver construction services that align with the City of Richmond's objectives. In terms of bidding, Marinship uses reliable subcontractors that we have developed long-term relationships with. We maintain a vetted list of trade partners with proven performance histories. For each project, we share bid documentation and solicit competitive proposals. Our selection criteria consider pricing, capacity, past performance, safety records, and adherence to project specifications. This ensures we engage the most capable subcontractors to complement our internal workforce. In the case of projects that involve multiple on-call contractors bidding simultaneously, we ensure transparency and competitive pricing through a structured internal review and selection process.

We develop a Quality Control Plan (QCP) for our employees and all of our projects. All employees of Marinship Development Interest, LLC (MDI) and all employees of subcontractors employed at the subject project will be required to adhere to all State, Local & Federal laws. The QCP is designed to provide overall guidance in the site-specific quality controls for this project and is to be used by appropriately trained and experienced individuals. However, it is not intended to be an all-encompassing document. Individuals using this document are assumed to possess the appropriate qualifications, knowledge, certificates, and training. Each new employee will be required to be indoctrinated before he/she starts work on the site. MDI has developed a company QCP which incorporates procedures for managerial/field work, non-compliance work, equipment, and material inspection guidelines. These policies and programs are implemented and administered throughout the life of this project. MDI will assume the responsibility of providing any necessary technical expertise so that this may be correctly and effectively implemented. All personnel covered by this QCP, including subcontractor personnel receive a copy of this document.

MDI divides the responsibilities outlined in the QCP by assigning responsibilities based on job title. The breakdown is as denoted in the following paragraphs:

MDI QC Manager as the on-site safety representative (SSR). This person whose name will be disclosed prior to mobilizing, will be on site as work is being performed. She/He will conduct quality control inspections during her daily job review. The QC manager will also ensure that the Owner approves and signs off on all material prior to install. Aside from quality control check on material, the SSR will make weekly formal inspections which will be documented and transmitted to the Project Manager. The SSR, has unrestricted access to materials, the storage facility where materials are kept and product data. Should she find irreparable damage or material quality issues, she/he will report it to the Project Manager and provide a recommendation on the next steps. Additionally, the SSR will work alongside the Project Foreman to interpret and implement the drawings. She/He will use all training, experience and OSHA standards to ensure that this work is implemented in an efficient and safe manner. Additionally, will monitor construction progress and immediately document any modifications made in field.

The Owner/Managing Member is responsible for providing overall oversight of all MDI projects. Although this person will have a hands-off approach, this person will be in constant

communication with the MDI Project Manager. In the event of any potential conflict or delay, this person may choose to possess a more direct approach to alleviate conflicts or potential conflicts quickly and efficiently.

Project Manager is responsible for overall project management and has complete authority to act on behalf of MDI. This person oversees the superintendent, project engineer, foreman and the work they execute. Additionally, this person shall ensure that the Work is constructed correctly according to project plans and specifications and shall be responsible for the following: administration of the construction contract; implementation of quality plans and environmental compliance requirements to assure all construction work is completed in conformance to the Contract Documents; management of construction schedules, costs and change orders; and ensures conformance to established policies and procedures for the management of the Project.

Project Engineer is to assist the project manager with ensuring that the Work is constructed correctly according to project plans and specifications. This may include but is not limited to submittals, material procurement, field support, as-builts, interpreting drawings for foreman, change orders, maintaining Project Record Documents and providing effective communication throughout the duration of the project.

The Superintendent is responsible for monitoring and providing direct oversight of field crews. This person shall assist in preparing preconstruction estimates and budgets, preparing the work schedule so as to avoid conflicts; communicate site rules regarding safety procedures to field and office staff; supervise foremen and assign daily job specific duties; coordinating the activities of a variety of trades people, professional and laborers; inspecting the work performed by employees, and subcontractors; maintain record of expenses, supplies, materials, schedules and as-built drawings.

The Foreman is responsible for administering field work according to the schedule in a safe manner. Foreman reports to both the superintendent and project manager. This person will document the work with photographs and attend work meetings as required by the project team.

Concerning Safety, our firm has a strong safety culture led by our Safety Director, George Elsmore. Mr. Elsmore has over 25 years of experience in safety management and is a certified Cal OSHA trainer. He is responsible for overseeing all safety operations, conducting incident reviews and WC reporting, trainings/certification, and ensuring compliance with OSHA and Cal/OSHA regulations. Our safety program emphasizes proactive hazard identification, employee training, daily safety briefings, and quarterly job site audits. In addition to Mr. Elsmore, we have our Safety Manager Luis Martinez who is available to provide on-site support, conducting site-specific safety orientations and daily job site audits and inspections. By fostering a culture of safety awareness, we aim to minimize risks, ensure secure job sites, and enhance overall productivity.

Marinship's methods for tracking a project, milestones and deadlines involves a combination of detailed scheduling, progress meetings with the project team and with the Owner.

Schedules are developed in accordance with the project specifications, project plans and the Owner's timelines. If there are no Specifications or the Project Plans, we will typically refer to the latest Caltrans Standards unless otherwise requested by the Owner. For any new project, we provide two types of schedules, a baseline schedule and a four-week lookahead. The baseline schedule is a fixed schedule used to plan the overall project. It will list activities, activity duration and anticipated stated date. The schedule will furthermore identify any activities that have a critical path. This schedule does not change. The four-week lookahead is a working schedule that gets updated weekly. It lists the activities from the week prior as well as work occurring within the next three weeks. It is more detailed and subject to change based on new information or new discoveries made in the field. The schedule is one of the most important tools to ensure that the project team is meeting deadlines. Deviations from the schedule are analyzed, documented and if needed, may result in a request for further direction from the Owner. Therefore, schedules are pivotal to Marinship as they are used to plan, execute and document changes to the Owner.

Progress meetings with the project team vary and may include anything from daily calls with the foreman to monthly resource management meetings. During the daily calls with the foreman, the intent of the call is to check in about the day-to-day activities and understand the progress made and to pre-plan scopes for the following days. These calls are meant to ensure schedules are being met but also to understand the field laborers' needs and if needed, make adjustments to increase productivity. This may be as simple as switching the equipment on site or ordering less trucking to reduce congestion on the street. The daily check-ins are essential to continuously manage progress.

Project meetings with the Owner are typically held twice a month. The purpose of this meeting is to discuss the following topics: permits, submittals, RFI's, COR's, applications for payment and construction scheduling. These meetings may be held more or less frequently per the Owner's discretion. These meetings are valuable to Marinship because they provide the opportunity to show our accountability to complete this project in timely and financially responsible

Our approach and methodology are designed to deliver high-quality, safe, and efficient project execution, making Marinship Development Interest LLC a reliable and committed partner for the City of Richmond.

Derek H. Smith

Marinship Development Interest LLC, Managing Member



Education

M.S. in Civil Engineering

Stanford University

B.S. in Mechanical Engineering

University of California at Berkeley

Professional Experience

Marinship Development Interest LLC

2005 - present

Managing Member

Marinship Construction Services, Inc.

1992 - 2005

President/CEO

Mr. Smith has over 29 years of entrepreneurial experience in general contracting, construction management and real estate development experience in the Bay Area. As Managing Member of Marinship Development Interest LLC, he has completed over 500 projects for numerous public and private agencies throughout California. He is also currently involved with several green energy ventures including the development of microgrids, battery storage and EV charging infrastructure which are all working to assist CA in achieving it's carbon neutral goals by 2045.

Project Experience

Keller Canyon, Forward and Chiquita Canyon Natural Landfill Gas Recovery Projects, Northern & Southern CA
Project Principle. Working in partnership with Ameresco on the approval of three (3) landfill natural gas recovery projects in CA. The development of the gas recovery plants and associated underground infrastructure will exceed \$50m per plant.

Headworks Facility- SFPUC Southeast Waste Water Plant San Francisco, CA

Project Executive, Manage and coordinate the implementation and maintenance of traffic control where the new facility is being built. Marinship worked with Sundt/Walsh in the construction of a 52-inch HDPE bypass pipeline to facilitate the early demolition of the existing Headworks Facility while keeping the system operational. Demolished two existing headworks buildings, excavated thousands of cubic yards of contaminated soils between hundreds of concrete driven piles, poured concrete footings and pile caps as well as installing the mechanical piping system that will service the new facility.

Derek H. Smith

Marinship Development Interest LLC, Managing Member



Education

M.S. in Civil Engineering

Stanford University

B.S. in Mechanical Engineering

University of California at Berkeley

Professional Experience

Marinship Development Interest LLC 2005 - present

Managing Member

Marinship Construction Services, Inc. 1992 - 2005

President/CEO

Napoleon- Marin Caltrain Bridge Replacement San Francisco, CA

Project Executive, Managed and coordinated the demolition of four bridge spans with a center steel bridge with tracks for Caltrain. Located under the I-280 freeway in the Bayview neighborhood, we replaced the old deficient bridge components with steel girders and new wing walls.

Bayview Navigation Center San Francisco, CA

Project Executive, Provided the City of San Francisco's Navigation Center, which houses 128 homeless residents, with utility connections from existing infrastructure more than half a mile away and paved the surrounding streets. The scope included wet and dry utilities, grading and paving, underground piping, roadway and sidewalk restoration, and hazardous materials removal capabilities.

Mission Rock Parcel A San Francisco, CA

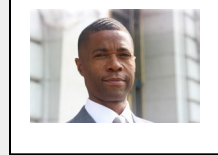
Project Executive, Poured the foundations and assisted in the pouring of 24 floors slabs of a high-rise apartment building in San Francisco. The scope entailed placing and finishing concrete work on a 24-story structure, assisting in the pour of a 3,750 cubic yard mat slab foundation, and pouring 20,275 yards of concrete throughout the duration of the project.

2205 Mission Street San Francisco, CA

Project Executive, Guzman Construction Group and Marinship Development Interest LLC joint venture partnership to build a nine-story mixed income residential development with 64 condominium units. This project is currently in the preconstruction phase with developer Mission Economic Development Agency, as well as architect Gelfand Partners Architect.

Derek H. Smith

Marinship Development Interest LLC, Managing Member



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M.S. in Civil Engineering

Stanford University

B.S. in Mechanical Engineering

University of California at Berkeley

Professional Experience

Marinship Development Interest LLC

2005 - present

Managing Member

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President/CEO

1515 South Van Ness

San Francisco, CA

Project Executive, Guzman Construction Group and Marinship Development Interest LLC joint venture partnership to build a nine-story affordable housing apartment building with 120 apartment units. This project is currently in the preconstruction phase with developers Chinatown Community Development Center and Mission Economic Development Agency, as well as architects David Baker Architects and Y.A. Studio.

Bayview Senior Housing Project

San Francisco, CA

Project Executive, Nibbi Brothers and Marinship Development Interest LLC joint venture partnership to build a four-story senior housing building with 54 apartment units in San Francisco. This project was completed in February 1999 with the San Francisco Housing Authority as the owner and architect Kodama and Associates.

Salvador Villarreal

Marinship Development Interest LLC, Senior Project Manager/Estimator



Education

Construction Management

Peralta College

Professional Experience

Marinship Development Interest LLC

General Engineering 2020- present

Senior Project Manager/Estimator

A & B Construction

General Engineering 2017- 2020

Project Manager/Estimator

Sequoia Construction

General Contractor 2010- 2016

Operations Manager

A1 Construction

General Contractor 2001- 2010

Project Manager

Salvador Villarreal began working at Marinship Development Interest LLC in 2020, after having worked alongside them on a large infrastructure improvement project in San Francisco. He provides twenty years of construction experience and knowledge in the trades. As Estimator and Lead Project Manager, he acquires new civil construction projects for business growth, reviews contracts, and keeps projects on time and under budget.

Project Experience

Bay Corridor Transmission and Distribution

San Francisco, CA,

Project Manager, One-mile-long underground infrastructure improvement project in the Mission Bay district for the San Francisco Public Utilities Commission. The scope entailed, installing new underground pipelines, building up the various streets to new elevations with new pavement, concrete curb, gutters, and sidewalks.

Headworks Facility- SFPUC Southeast Waste Water Plant

San Francisco, CA

Project Manager, Manage and coordinate the implementation and maintenance of traffic control where the new facility is being built. Marinship worked with Sundt/Walsh in the construction of a 52-inch HDPE bypass pipeline to facilitate the early demolition of the existing Headworks Facility while keeping the system operational. Demolished two existing headworks buildings, excavated thousands of cubic yards of contaminated soils between hundreds of concrete driven piles, poured concrete footings and pile caps as well as installing the mechanical piping system that will service the new facility.

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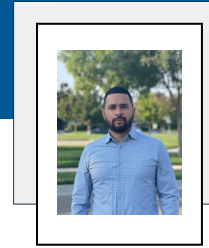
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Salvador Villarreal

Marinship Development Interest LLC, Senior Project Manager/Estimator



Education

Construction Management

Peralta College

Professional Experience

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Project Manager

Project Experience

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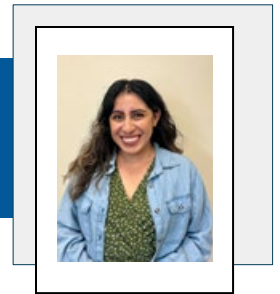
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Alyssa Estrada Marquez

Marinship Development Interest LLC, Assistant Project Manager



Education

B.S. in Civil Engineering

University of California, Davis

Graduated August 2021

Professional Experience

Marinship Development Interest LLC

2022 - present

Assistant Project Manager

A&B Construction

2021-2022

Project Engineer

City of Stockton, Permit Center

2020-2021

Engineering Intern

Technical Skills

Software: 2D AutoCAD, Acrobat, BlueBeam, BIM360, Microsoft Excel/Projects, Procore

Knowledge: As-Builts, AWSS, Estimating, OSHA, Permitting, Potholing, Pump Stations, TCP's, Utilities

Certifications: Trench and Excavation, Fall Protection, First Aid/CPR Certified, Flagging, HAZWOPER 40

Ms. Estrada started with Marinship Development Interest in 2020 as a project engineer. Her quick learning and adaptive nature, partnered with her vast knowledge in underground utilities and other civil construction led to her promotion to assistant project manager in 2024.

Project Experience

OAB SS-R-14 2 Upgrades

Assisted in managing a comprehensive upgrade of the 12.47kV electrical circuit infrastructure from Port main substation "SS-C-51" to "SS-R-14" and Circuit #2 from "SS-R-14" to Vukasin Way. Responsible for coordinating and supervising all labor, materials, equipment, and services required for both overhead and underground work, achieving an upgraded system with enhanced capacity and reliability.

Sanitary Sewer Rehabilitation of Sub-basin 56-01

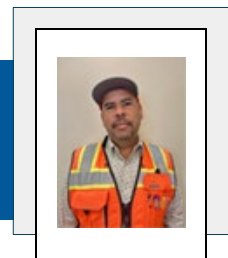
Assisted in managing and coordinating the rehabilitation of approximately 4,500 linear feet of sanitary sewer mains using pipe bursting, open-trench, and cured-in-place-pipe construction methods, rehabilitating associated lower laterals and maintenance holes, reconnecting active house laterals, and other related work in the Oakland's streets, backyard, and side-yard easements.

SFPUC Biosolids Digester Facilities T-33.04 Yard Piping

Assisted in managing the supply and installation of underground civil utilities for SFPUC Biosolids Facility 615 as well as inground yard services including sanitary sewer, storm drain, Fire Water underground systems, potable water, process mechanical and area service piping. The scope of this project included shoring, dewatering, excavation, spoils handling, off-hauling hazardous materials, pipe encasement concrete, rebar, and backfill.

Elesar Galindo

Marinship Development Interest LLC, Superintendent



Professional Experience

Marinship Development Interest LLC

General Engineering 2021- present

Superintendent

A & B Construction

General Engineering 2015- 2021

Laborer Foreman

Education

Laborers Local 304

2015 – 2022

Operator Engineer Local 3

2023 – Present

Training & Certifications

- CAL OSHA 10
- CAL OSHA 30
- CAL OSHA 40
- Hazwhopper 40
- PG&E #OQ 05-07 "Damage Prevention During Excavation of Gas Line
- PG&E #OQ 02-14 Tracer Wire
- CPR & AED
- Confined Space
- Boom Lift
- Certified Flagger
- Sexual Harassment
- Powder Actuated Tools

Mr. Galindo has over 20 years of experience in the construction industry. He has extensive experience in heavy civil construction including underground utilities, excavation, grading and paving, demolition, and sitework.

Relevant Experience

1621-1629 Market Street Plumbers Hall and Residential

Oversaw all wet and dry utility installations for Plumber's Hall and residential buildings at 1621-1629 Market Street. Managed excavation, piping, and restoration for sanitary, storm, and combined sewer systems. Led trenching and conduit work for PG&E, coordinated with traffic control, installed domestic and fire water mains, non-potable water, and gas connections.

SFPUC Biosolids Digester Facilities T-33.04 Yard Piping

Supervised the supply and installation of underground civil utilities for SFPUC Biosolids Facility 615 as well as inground yard services including sanitary sewer, storm drain, Fire Water underground systems, potable water, process mechanical and area service piping. The scope of this project included shoring, dewatering, excavation, spoils handling, off-hauling hazardous materials, pipe encasement concrete, rebar, and backfill.

SEWPCP New Headworks Facility Construction

Oversaw traffic control, demolition, and site preparation for a new wastewater pollution treatment plant. Supervised construction of a 52-inch HDPE bypass pipeline to maintain operations during demolition, managed removal of two headworks buildings, excavation of contaminated soils, and installation of concrete footings, pile caps, and mechanical piping to support the new facility infrastructure.