

**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 Yerba Buena Engineering and Construction, Inc. (“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 100<sup>th</sup> 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:

Yerba Buena Engineering and Construction, Inc.

By: \_\_\_\_\_

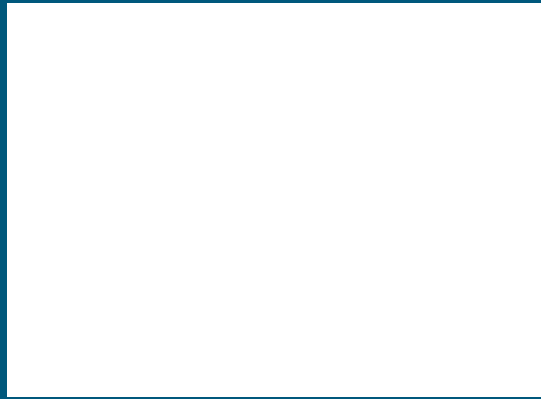
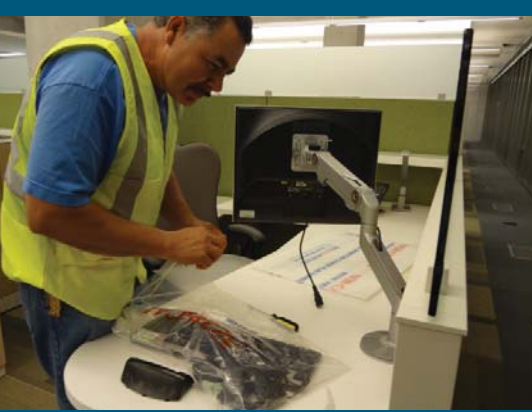
Name: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**

**PROPOSAL**

# City of Richmond Public Works Department On-Call General Contractor Services



*Prepared by*

**Yerba Buena Engineering & Construction, Inc.**  
1340 Egbert Avenue  
San Francisco, CA 94124  
415-822-4400  
[mgalarza@yerba-buena.net](mailto:mgalarza@yerba-buena.net)

*Submitted electronically to*

**City of Richmond Public Works**  
450 Civic Center Plaza  
Richmond, CA 94804  
Attn: Wendy Wellbrock, Senior Civil Engineer  
[wendy\\_wellbrock@ci.richmond.ca.us](mailto:wendy_wellbrock@ci.richmond.ca.us)

**CITY OF RICHMOND PUBLIC WORKS**

***On-Call General Contractor Services***

**PROPOSAL**

## *Table of Contents*

<b>Cover Letter</b> .....	<b>1</b>
<b>Organization, Related Experience and Qualifications</b> .....	<b>3</b>
EXPERIENCE .....	3
EMERGENCY RESPONSE .....	4
KEY PERSONNEL .....	4
RESUMES .....	5
SELF-PERFORMANCE AND SUBCONTRACTING .....	11
SINGLE-TRADE COORDINATION .....	11
SUBCONTRACTORS .....	12
ADMINISTRATIVE EXPERIENCE .....	13
MANAGEMENT TOOLS .....	13
CHANGE MANAGEMENT .....	13
DISQUALIFICATIONS IN PAST FIVE YEARS .....	13
COMMITMENT TO PARTNERING .....	13
<b>Project Examples and Client References</b> .....	<b>14</b>
<b>Proposed Approach and Methodology</b> .....	<b>18</b>
BIDDING .....	18
QUALITY CONTROL.....	18
INSPECTIONS AND TESTING.....	19
CLOSEOUT PROCESS.....	19
DETAILED PROJECT SCHEDULING .....	20
SAFETY.....	20
<b>Attachment C: Sanctuary City Compliance Statement</b> .....	<b>21</b>
<b>Attachment F - Disclosure Statement for LLC</b> .....	<b>23</b>

## COVER LETTER

June 4, 2025

### *Via BidsOnline Website*

City of Richmond Public Works  
450 Civic Center Plaza  
Richmond, CA 94804  
Attn: Wendy Wellbrock, Senior Civil Engineer  
[wendy\\_wellbrock@ci.richmond.ca.us](mailto:wendy_wellbrock@ci.richmond.ca.us)

### **Re: On-Call General Contractor Services**

Yerba Buena Engineering & Construction, Inc. (Yerba Buena), thanks you for the opportunity to demonstrate our qualifications to perform on-call general contractor work for the City of Richmond.

Yerba Buena is a seasoned, union-signatory general contractor with over two decades of experience delivering high-quality indefinite delivery/indefinite quantity (IDIQ) construction services for public agencies. Our proposal reflects extensive experience executing more than 85 as-needed/on-call contracts, multiple-award task order contracts (MATOCs), and job order contracts (JOCs) for municipal, county, state, and federal agencies—including the City of Richmond itself.

Our experience has included demolition, building construction and tenant improvements, prefabricated structures, mechanical, plumbing and electrical systems, earthwork and grading, storm drainage, underground utilities, paving, irrigation, water-features, landscaping, parks, playgrounds, trails, parking lots, zoo facilities, fire stations, libraries, and community centers.

We are accustomed to working in occupied and operating facilities and in areas with pedestrian traffic. We know how to work with tenants and deal professionally and courteously with the public. Yerba Buena is fully prepared to perform this work correctly and efficiently.

Our team is composed of highly qualified professionals with deep expertise in general construction, emergency repairs, infrastructure, and facility renovations. President Miguel Galarza, Project Manager Jeremy Konaris, and a team of veteran superintendents and safety professionals lead a field-tested and responsive organization capable of managing multiple simultaneous task orders across diverse scopes, from earthwork and concrete to HVAC, electrical, and tenant improvements.

Yerba Buena maintains a robust internal capability to self-perform a wide array of services, including sitework, structural and flatwork concrete, general carpentry, and finish trades. We also work with a select group of trusted subcontractors—such as Leyder Electric LLC for electrical systems and California Environmental Systems, Inc., for HVAC and plumbing—who have demonstrated consistent performance on past public works projects and are committed to quality, safety, and coordination.

We provide below the information specified in the request for proposals.

<b>LEGAL BUSINESS NAME, MAILING ADDRESS, PHONE NUMBER</b>	Yerba Buena Engineering & Construction, Inc. 1340 Egbert Avenue, San Francisco, CA 94124 Phone: 415-822-4400/Fax: 415-822-0900
<b>NAME, PHONE NUMBER, EMAIL ADDRESS OF PRIMARY CONTACT DURING RFP PROCESS</b>	Miguel Galarza, 415-822-4400 <a href="mailto:mgalarza@yerba-buena.net">mgalarza@yerba-buena.net</a>

---

<b>CSLB LICENSE NO., EXPIRATION DATE</b>	659757, Exp 05/31/2026 (Class A, B, HAZ)
<b>DIR REGISTRATION NO., EXPIRATION DATE</b>	1000004208, Exp 6/30/2026
<b>RFP UNDERSTANDING</b>	All elements of this RFP have been reviewed and understood.
<b>CITY CONTRACT TEMPLATE</b>	The City's contract template is acceptable to Yerba Buena.

---

**Commitment to the City of Richmond**

At Yerba Buena, we believe that building strong communities begins with honoring the values and policies of the cities we serve. As a union-signatory firm, we proudly ensure that every member of our workforce earns a fair, living wage with full benefits and respect on the job. When working with the City of Richmond, we are deeply committed to upholding all local ordinances that reflect the City's dedication to equity, opportunity, and inclusion. This includes full adherence to:

- Chapter 2.28 – Nondiscrimination in City Contracts
- Chapter 2.50 – Richmond Business Opportunity Program
- Chapter 2.56 – Local Employment Program
- Chapter 2.60 – Living Wage Ordinance
- Chapter 2.65 – Fair Hiring of Individuals with Prior Convictions

We incorporate these ordinances into our business practices not just as a matter of compliance—but as a reflection of our own core values. We actively promote diversity, equity, and inclusion (DEI) in our hiring and subcontracting practices, and we are proud to currently employ Richmond residents as part of our team.

Yerba Buena supports the City's local hire goals by working with certified apprenticeship programs and outreach partners to expand access to meaningful careers in construction. We also fully support fair chance hiring, removing unnecessary barriers for those seeking a fresh start. We consider it an honor to contribute to Richmond's future and are committed to doing our part to ensure that public investment benefits the people and businesses of this community.

This proposal represents our strong commitment to serving the City of Richmond with integrity, responsiveness, and technical excellence.

As Yerba Buena's point of contact, I, Miguel Galarza, President, have full authority to negotiate and authorize work and to bind the company to all commitments made in this proposal.

Thank you for the opportunity to submit our qualifications.

Sincerely,



President

## ORGANIZATION, RELATED EXPERIENCE AND QUALIFICATIONS

Yerba Buena Engineering & Construction, Inc., was incorporated in California on January 9, 2002, and has since provided general contracting services to local, state, and federal agencies across the Bay Area and beyond. Headquartered at 1340 Egbert Avenue in San Francisco’s Bayview District, the company employs about 42 people—6 office staff and 36 tradespeople.

Yerba Buena is certified as a DBE under the California/U.S. DOT Unified Certification Program, as a small business (SB and SB-PW) with the California DGS, and as a local business enterprise (LBE) with the City of San Francisco. We are also registered with the California Department of Industrial Relations.

Our management approach emphasizes quality control, safety, and compliance with client requirements. We offer a full range of services, including building construction and improvements, heavy civil work, environmental remediation, and emergency response.

### EXPERIENCE

Yerba Buena has performed 85-plus IDIQ contracts, including 12 MATOCs, 28 JOCs, and over 45 on-call/as-needed contracts. These have covered a variety of work. Our IDIQ clients have included the City of Richmond, City and County of San Francisco, Napa City, Napa County, Sonoma County, Santa Clara County, San Mateo County, Contra Costa Water District, Santa Clara Valley Water District, Midpeninsula Regional Open Space District, U.S. Fish & Wildlife Service, Forest Service, and National Guard.

The list below of task orders under our San Francisco Public Works JOC J49 General Engineering Services contract shows the breadth of work and range of project sizes under that contract.

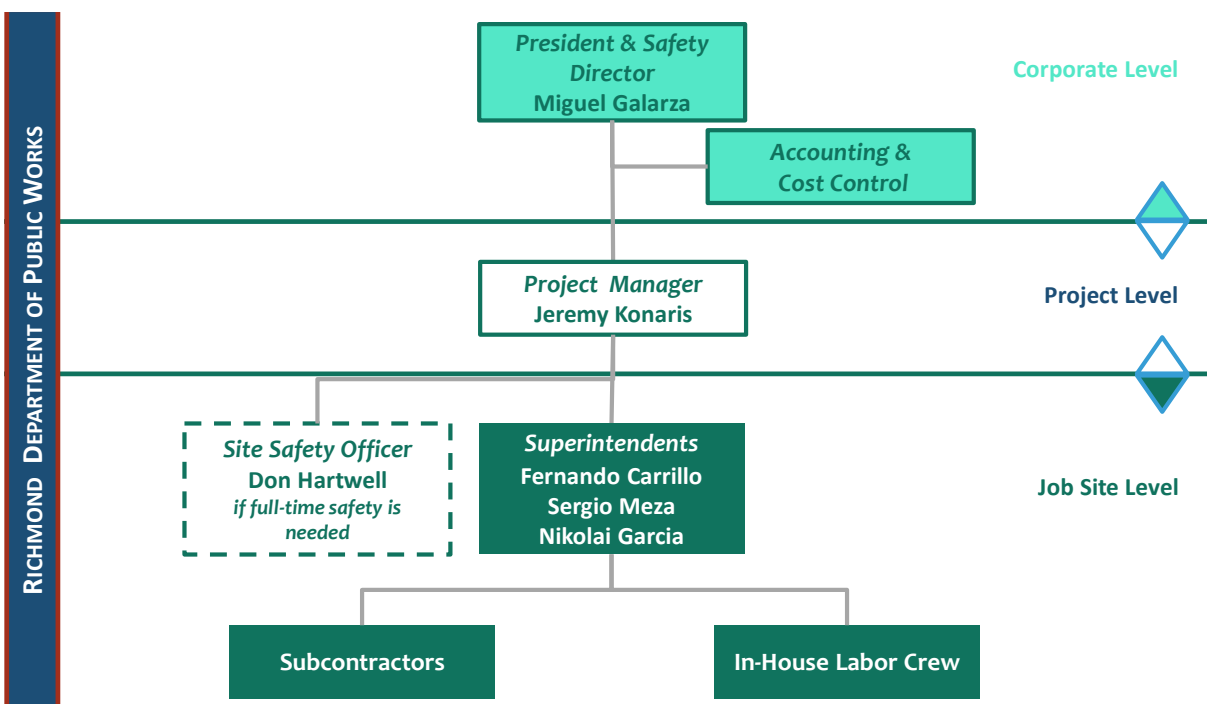
SFPW JOC J-49 Task Order	Order Number	Amount
Ocean Beach Sand Relocation	JOC-49-01	\$100,359.85
Broadway Tunnel Skylight Replacement	JOC-49-02	\$438,127.33
Castro Street Signage Continuation	JOC-49-03	\$37,396.51
22nd Street Retaining Wall Addition	JOC-49-05	\$256,093.17
Ocean Beach Grading	JOC-49-06	\$100,283.96
Bayview Gateway Pilot Project (portion not under J33)	JOC-49-07	\$24,113.43
Funston Avenue Plant Establishment	JOC-49-08	\$111,018.86
Central Subway Portal Fence	JOC-49-09	\$990,269.07
SOMA Street Tree Nursery Site Improvements	JOC-49-10	\$3,159,237.00
FY23 Various Locations Traffic Calming #1	JOC-49-11	\$340,320.07
District 7 Rectangular Rapid Flashing Beacons (RRFBs) and Curb Ramp	JOC-49-13	\$336,345.73
FY22 Various Locations Traffic Calming	JOC-49-14	\$937,583.64
Utility Pole Investigation	JOC-49-15	\$349,948.54
33 Gough Street Trailer	JOC-49-16	\$233,208.58
		<b>\$7,414,305.74</b>

## EMERGENCY RESPONSE

At Yerba Buena, rapid response isn't just a service—it's who we are. As a union-signatory firm with 23 years of experience, we specialize in fast, cost-effective solutions to urgent infrastructure challenges. We mobilize skilled crews and company equipment quickly, backed by a reliable network of ready subcontractors. From emergency flood mitigation for Caltrans in Napa to rapid I-80 bridge fixes and stabilization of San Francisco Zoo's Tiger Exhibit, we've protected public assets when timing mattered most. Our team excels in complex, high-pressure situations. We manage costs, coordinate efficiently, and deliver quality with speed and precision. When emergencies strike, we don't hesitate—we show up.

## KEY PERSONNEL

Yerba Buena's management structure creates three levels of control—corporate, project, and job site. This structure provides clear lines of authority and responsibility at each level. Each person has authority to manage his or her work and respond directly to issues that arise.



Yerba Buena will assign the following key personnel who are skilled at managing construction in and around occupied buildings, secure sites, and sites involving environmental, historical, or other concerns.

**President and Corporate Safety Director:** President Miguel Galarza serves as corporate safety director, as well as chief estimator. He sets company policy and oversees its implementation.

**Project Manager and Scheduler:** Jeremy Konaris will be responsible for command, control, and execution and will be the City's primary contact. He will initiate estimating, resource allocation, scheduling, and budgeting; manage negotiations; and oversee assignments, mobilization, and execution.

**Site Superintendents:** Reporting to Mr. Konaris will be Superintendents Fernando Carrillo, Sergio Meza, and Nikolai Garcia. They will run the jobs on site and have day-to-day control. They'll coordinate daily work sequencing, workspace sharing, protection of the work, cleaning, and drawing preparation.

**Site Safety Officers:** On small projects, the superintendent will serve as safety officer. On larger projects, a dedicated person may be assigned—likely Don Hartwell, a seasoned safety manager.

RESUMES

# Miguel Galarza, President & Safety Director

**YEARS OF EXPERIENCE**

*47 years of construction experience*

*23 years with Yerba Buena*

*33 years of construction management*

**REGISTRATIONS, LICENSES, AND CERTIFICATIONS**

*California Class A and B Contractor License 659757, hazardous substances certification*

*Nevada Class A Contractor License 0073737*

*Journeyman Carpenter, 1984*

*OSHA 30-Hour Construction Safety certification*

*OSHA 40-Hour HAZWOPER certification, 8-Hour annual refresher pending*

**EDUCATION**

*MS, Louisiana State University, construction management, 2022*

*BS, summa cum laude, construction management, Everglades University, 2011*

*Construction Practices Certificate, San Francisco State University, Spring 1995*

**PROFESSIONAL AFFILIATIONS**

*Secretary, Chair of Public Affairs Committee, and Board Member, California Contractors State License Board*

**EXPERIENCE**

Miguel Galarza has managed general construction, heavy civil, marine, environmental, and emergency response projects ranging from a few thousand dollars to over \$15 million. As founder and president of Yerba Buena Engineering & Construction, he leads the firm’s overall strategic direction, cost estimating operations, and corporate safety program. He plays a hands-on role in shaping pricing strategy, conducting contract negotiations, and ensuring safety compliance across all project sites.

**RELEVANT PROJECTS**

Mr. Galarza’s leadership is integral to Yerba Buena’s success on high-impact public works projects. Notably, he oversaw the early-stage pricing and contract negotiations for the SOMA Street Tree Nursery Site Improvements (managed by Jeremy Konaris) and the Candlestick Point Vehicle Triage Center Phase 2 (supervised by Fernando Carrillo). For both projects, he established scope and fee structures, worked with agency partners to align expectations, and implemented site-specific safety plans aligned with Yerba Buena’s IIPP and UCON’s Corporate Safety Handbook.

Mr. Galarza sets the safety tone from the top, cultivating a culture of accountability, proactive risk management, and continuous improvement. His direct involvement ensures that every project is grounded in collaborative negotiation, smart cost control, and a commitment to worker well-being.

Program Manager, City of Richmond, **On-Call Concrete Contract # 5350 FE**, Richmond, CA, \$367,066 to date, 2020–2025

Program Manager, San Francisco International Airport, **As-Needed Construction 11689.56**, \$1,365,483, 2022–2027

Program Manager, San Francisco Public Works, **Job Order Contract J49 General Engineering Services**, San Francisco, CA, \$7,414,306, 2021–2024

Program Manager, San Francisco Municipal Transportation Agency, **Job Order Contract 1311R for Federally Funded Projects**, San Francisco, CA, \$3,777,585, 2019–2024

Program Manager, Napa City, **Homeless Encampment Site Cleanup and Abatement C2024-693**, Napa, CA, \$84,715.80, 2024–2025

## Jeremy Konaris, Project Manager & Scheduler

### YEARS OF EXPERIENCE

*18 years of construction and construction management experience*

*18 years with Yerba Buena*

*14 years as a project manager*

*16 years as a QC manager*

*8 years as a site safety officer*

*16 years as a scheduler*

### REGISTRATIONS, LICENSES, AND CERTIFICATIONS

*Project Management Professional (PMP), Project Management Institute*

*Qualified SWPPP Developer (QSD) & Qualified SWPPP Practitioner (QSP)*

*California Title 22 Hazardous Waste Generator Course*

*Construction Quality Management for Contractors, renewal pending*

*Encore Group Construction Scheduling with Primavera P6*

*OSHA 40-Hour HAZWOPER, 8-hour annual refresher pending*

### EXPERIENCE

Jeremy Konaris has 18 years of construction and construction management experience, including project management, safety, and quality control on earthwork, infrastructure, general building, marine, and hazardous material remediation projects. These ranged from \$100,000 to more than \$5 million.

His expertise includes estimating, structural engineering design, contract specifications and documents analysis, quantity take-off, and quality control.

Mr. Konaris is skilled in managing construction in occupied areas where coordination with tenants, public visitors, and other contractors is essential, as well as in the maintenance of site access during construction. He is also experienced at working on secure sites.

### PROJECTS

Project Manager, U.S. Mint, **San Francisco Mint HVAC Renovations**, \$6,370,106 (to date), 2023-2027

Project Manager, San Francisco Public Works, **Candlestick Point Vehicle Triage Center Phase 2**, San Francisco, CA, \$2,489,699, 2023–2025

Project Manager, San Francisco Public Works, **SOMA Street Tree Nursery Site Improvements**, San Francisco, CA, \$3,159,237, 2023

Project Manager, National Park Service, **Replacement of Lawn and Irrigation System, San Francisco Maritime National Historical Park**, San Francisco, CA, \$1,998,400, 2023–2024

Project Manager, San Francisco Municipal Transportation Agency, **Bus Simulator Training Room at Presidio Facility**, San Francisco, CA, \$325,560, 2021–2022

Project Manager, National Park Service, **East Black Point Landscape Rehabilitation**, San Francisco, CA, \$2,783,980, 2020–2021

Project Manager, San Francisco Public Works, **Bayview Gateway Pilot Project**, San Francisco, CA, \$355,031, 2020–2021

Project Manager, San Francisco Recreation and Park Department, **Youngblood Coleman and Silver Terrace Fields**, San Francisco, CA, \$1,143,311, 2019–2021

# Fernando Carrillo, Superintendent

## YEARS OF EXPERIENCE

*29 years of construction experience*

*20 years with Yerba Buena*

*20 years as a superintendent*

*18 years as a QC manager*

## REGISTRATIONS, LICENSES, AND CERTIFICATIONS

*U.S. Army Corps of Engineers Construction Quality Management for Contractors certification*

*OSHA 40-Hour HAZWOPER, 8-hour annual refresher pending*

*OSHA 30-Hour Construction Safety*

*Competent Person Excavation Safety*

*First Aid, CPR, AED, American Heart Association*

*Journeyman Carpenter*

## EDUCATION

*Associate of Arts, Radio and TV Broadcasting, Chabot College, Hayward, CA, 2003*

## EXPERIENCE

Mr. Carrillo has 29 years of construction experience, including 20 years of on-the-job supervisory experience on civil engineering and general construction projects ranging from \$5,000 to more than \$5 million.

These projects have included building construction and tenant improvements, structural concrete, concrete paving and flatwork, hazmat abatement, drainage, landscaping, irrigation, underground utilities, and pipeline repair.

A journeyman carpenter by trade, Mr. Carrillo is a competent person for general construction and excavation. He has extensive experience with the full range of erosion control best management practices. Mr. Carrillo has particular expertise in projects involving concrete work, as well as parks, playgrounds, and trails.

## PROJECTS

Superintendent, San Francisco Public Works, **Candlestick Point Vehicle Triage Center Phase 2**, San Francisco, CA, \$2,489,699, 2023–2025

Superintendent, National Park Service, **Replacement of Lawn and Irrigation System, San Francisco Maritime National Historical Park**, San Francisco, CA, \$1,998,400, 2023–2024

Superintendent, San Francisco Public Works, **SOMA Street Tree Nursery Site Improvements**, San Francisco, CA, \$3,159,237, 2023

Superintendent and QC Manager, San Francisco Municipal Transportation Agency, **Bus Simulator Training Room at Presidio Facility**, San Francisco, CA, \$325,560, 2021–2022

Co-Superintendent, San Francisco Municipal Transportation Agency, **4th & King Conduit Repair/Duct Replacement**, San Francisco, CA, \$367,911, 2019–2020

Superintendent, San Francisco Recreation and Park Department, **Bernal Trails Improvement**, San Francisco, CA, \$729,209, 2019–2020

Superintendent, Defense Logistics Agency, **Fill Firewall Penetrations at Defense Distribution Depot San Joaquin Warehouses**, Tracy, CA, \$377,571, 2019

# Sergio Meza Superintendent

## YEARS OF EXPERIENCE

*20 years of construction experience*

*19 years with Yerba Buena*

*4 years as a superintendent*

*5 years as a foreman*

*7 years as lead carpenter*

*3 years as carpenter*

*1 year as laborer*

## REGISTRATIONS, LICENSES, AND CERTIFICATIONS

*OSHA 40-Hour HAZWOPER, 8-Hour annual refresher pending*

*OSHA 30-Hour Construction Safety*

*OSHA 10-Hour Construction Safety*

*First Aid, CPR, AED*

## EDUCATION

*Escuela Preparatoria Regional Ameca, Ameca, Jalisco, Mexico, Bachillerato, 1994*

## EXPERIENCE

Mr. Meza has 20 years of construction experience, including 4 years as a superintendent and 5 years before that as a foreman, on projects ranging from a few thousand dollars to more than \$5 million.

His projects have included a wide variety of scopes of work, from seawall construction to trail improvements to water control structures, and from shade structures to historical building repairs to retaining walls and ADA curb ramps.

A journeyman carpenter by trade, Mr. Meza has extensive experience with structural concrete, concrete flatwork, and concrete paving.

He's an expert at reading plans and doing layout and elevations. He is very good at concrete form work, especially for structural concrete, and he is an extremely good concrete finisher. He is also an effective communicator.

## PROJECTS

Superintendent, **Installation of Canopy Foundation, NASA Ames Unitary Plan Wind Tunnel**, Moffett Field, CA, \$97,600, 2024

Alternate Superintendent, National Park Service, **Construct Vista Point Trail, Marin County**, CA, \$5,890,750, 2025–2026

Superintendent, RBA Engineering International, PLLC, dba RBA Construction & Engineering)/U.S. Army Corps of Engineers, **Sausalito Drift Removal Facility Dock Project**, Marin County, CA, \$1,430,954, 2024–2025

Alternate Superintendent, SLAC National Accelerator Laboratory, **Public Safety Power Shut-off Tank Relocation Project**, Menlo Park, CA, \$232,304, 2024–2025

Superintendent, APTIM Federal Services LLC, **Hunters Point Seawall Installation**, San Francisco, CA, \$1,220,550, 2020–2022

Superintendent, San Francisco Public Works, **General As-Needed G15 Accelerated Sidewalk Abatement Program No. 4**, San Francisco, CA, \$515,504, 2019–2022

Superintendent, San Francisco Public Utilities Commission, **Third and Fourth Street Baffle Rebuild**, San Francisco, CA, \$191,629, 2021–2022

# Nikolai Garcia Superintendent

**YEARS OF EXPERIENCE**

*10 years of construction experience*

*3.5 years with Yerba Buena*

*10 months as a superintendent*

*2.7 years as a lead carpenter*

*5 years as lead layout carpenter*

**REGISTRATIONS, LICENSES, AND CERTIFICATIONS**

*U.S. Army Corps of Engineers/NAVFAC Construction Quality Management certification*

*OSHA 40-Hour HAZWOPER, 8-hour annual refresher pending*

*OSHA 30-Hour Construction Safety*

*First Aid, CPR, AED*

*Journeyman Carpenter*

**EDUCATION**

*Horizon Academy, Las Vegas, high school diploma, 2010*

**EXPERIENCE**

Nikolai Garcia has 10 years of construction experience, including 10 months as a superintendent, 2.7 years as a lead carpenter, and 5 years as a lead layout carpenter, on projects ranging from a few thousand to several million dollars.

He started as a Level 1 apprentice, and by the time he reached level 3 he was running jobs as a lead layout carpenter.

He is skilled in using such instruments as Topcon and Leica total stations, builder’s levels, and 360-degree rotating lasers; in reading blueprints; doing layout; and preparing as-built drawings.

A journeyman carpenter by trade, Mr. Garcia is experienced in forming and pouring concrete footings, slabs on grade, walls, and floors; in installing embeds, finishing, stripping, and demolition; in installing and removing Pro-Shore modular decking, and constructing decks and stairs.

**PROJECTS**

Superintendent, SLAC National Accelerator Laboratory, **B050 Roof Replacement and B048 Roof Restoration Project**, Menlo Park, CA, \$1,758,056, 2024

Superintendent, San Francisco Public Utilities Commission, **Lower Crystal Springs Dam Infrastructure Project**, San Mateo County, CA, \$378,805, 2023–2024

Lead Carpenter, San Francisco Public Works, **SOMA Street Tree Nursery Site Improvements**, San Francisco, CA, \$3,159,237, 2023

Lead Carpenter, City of Redwood City, **Community Development Block Grant Curb Ramps Project**, Redwood City, CA, \$630,153, 2021

Lead Carpenter, San Francisco Public Works, **Bayview Gateway Pilot Project**, San Francisco, CA, \$355,031, 2021

Lead Carpenter, National Park Service, **East Black Point Landscape Rehabilitation**, San Francisco, CA, \$2,783,980, 2021

Lead Carpenter, APTIM Federal Services, LLC, **Hunters Point Concrete Seawall Installation Services**, San Francisco, CA, \$1,220,550, 2021–2022

# Don Hartwell Project Safety Officer

**YEARS OF EXPERIENCE**

*47 years of construction experience*  
*12 years with Yerba Buena*  
*5 years as a superintendent*  
*37 years as a foreman*  
*3 years as a safety officer*

**REGISTRATIONS, LICENSES, AND CERTIFICATIONS**

*U.S. Army Corps of Engineers/NAVFAC Construction Quality Management certification*  
*OSHA 40-Hour HAZWOPER, 8-hour annual refresher pending*  
*EM 385-1-1 for Construction 8-Hour Training*  
*OSHA 30-Hour Construction Safety*  
*OSHA 10-Hour Construction Safety*  
*First Aid, CPR, AED*  
*Journeyman Laborer [retired from union April 2023]*

**EDUCATION**

*Diploma, Banning High School, Banning, CA, 1974*

**EXPERIENCE**

Mr. Hartwell has 47 years of construction industry experience, including 5 years as a superintendent, 37 years as a foreman, and 3 years as a safety officer on civil, infrastructure, marine, and environmental projects.

As a safety officer for Yerba Buena, he is responsible for on-site safety practices and procedures, including preparing and reviewing safety plans and activity job hazard analyses, holding toolbox safety meetings, conducting safety audits, and maintaining material safety data sheets.

Mr. Hartwell has served as a safety officer on complex projects for the U.S. Fish & Wildlife Service, U.S. Army Corps of Engineers, Caltrans, and the City and County of San Francisco.

**PROJECTS**

Safety Officer and QC Manager, **SLAC B050 Roof Replacement and B048 Roof Restoration Project**, Menlo Park, CA, \$1,758,056, 2024–2024

Safety Officer, Alt. Superintendent, QC Staff, National Park Service, **Replacement of Lawn and Irrigation System, San Francisco Maritime National Historical Park**, San Francisco, CA, \$1,998,400, 2023–2024

Safety Officer and QC Staff, San Francisco International Airport, **West of Bayshore Habitat Improvements**, Millbrae, CA, \$580,885, 2023

Superintendent, QC Manager, and Safety Officer, U.S. Mint, **San Francisco Mint Compressed Air System and Compressor Replacement**, San Francisco, CA, \$997,142, 2023–2024

Superintendent, QC Manager, and Safety Officer, U.S. Mint, **San Francisco Mint Exterior Fencing, Turnstile, Security System Protection**, San Francisco, CA, \$2,461,000, 2022–2023

Safety Officer and Foreman, Allright Construction, Inc. (for USACE), **Petaluma Flood Control Project Sheetpile Wall Extension and Repairs**, Sonoma County, CA, \$1,510,711, 2015

Safety Officer and QC Staff, National Park Service, **East Black Point Landscape Rehabilitation**, San Francisco, CA, \$2,783,980, 2020–2021

## SELF-PERFORMANCE AND SUBCONTRACTING

Yerba Buena Engineering & Construction, Inc., has a strong and proven capacity to self-perform key scopes of work using our own skilled labor and equipment. As a signatory contractor with the carpenters, cement masons, operating engineers, pile drivers, and laborers unions, we are well-positioned to execute a wide range of construction activities in-house, providing both quality control and schedule certainty.

We regularly self-perform the following trades:

- Site work and excavation
- Water, wastewater, and storm sewer installation
- Structural and flatwork concrete
- Rough and finish carpentry
- Miscellaneous demolition
- Minor grading and compaction
- Select paving and hardscaping

Our decision to self-perform is based on project-specific needs, cost-efficiency, and the ability to maintain control over quality and safety standards. For example:

- On a seawall construction project at the former Hunters Point Naval Shipyard, Yerba Buena -did storm drain installation, structural backfill, and wall construction except for reinforcing steel.
- On a project at San Francisco International Airport's Terminal 3 to repair spalling concrete and replace steel skid plates at the trash compactor, our crews executed demolition, rough carpentry, and equipment pad concrete placement under tight security and schedule constraints.
- On multiple San Francisco Public Works on-call task orders, we have performed sidewalk restoration, water service installation, and ADA ramp upgrades using our in-house forces.

While we self-perform a broad scope of work, we strategically subcontract trades such as electrical, HVAC, fire suppression, major plumbing, large-scale asphalt paving (over 50,000 square feet), and specialized coatings. We also subcontract roadway striping, traffic control, and long-haul trucking.

Our prequalified subcontractor pool includes experienced firms specializing in ceiling systems, flooring, roofing, steel fabrication, masonry, fencing, environmental and hazardous material remediation, signage, and hoisting, allowing us to flexibly scale support when project conditions warrant.

This balanced approach enables Yerba Buena to control project outcomes while leveraging trusted partners as needed, ensuring both value and performance on every task.

## SINGLE-TRADE COORDINATION

Yerba Buena has extensive experience managing projects that involve the coordination of one or two primary subcontractors, particularly in sensitive, occupied, or phased work environments. A prime example of this is our ongoing HVAC renovation project for the U.S. Mint in San Francisco.

**Client:** United States Department of the Treasury, U.S. Mint

**Project Name:** U.S. Mint HVAC Renovation

**Location:** 155 Hermann Street, San Francisco, CA

**Budget:** \$7.4 million

**Schedule:** 14-month phased execution; commenced Q1 2024 with completion anticipated in Q4 2025

**Scope and Description:** Yerba Buena is the prime contractor overseeing the phased replacement and modification of HVAC systems within the historic and highly secured San Francisco Mint facility. Approximately 70 percent of the contract scope centers on mechanical upgrades, including the installation of new air handling units, ductwork, and energy management controls. The project is being executed across five floors, with over 20 carefully sequenced phases to avoid disruption to ongoing minting operations.

As part of this effort, Yerba Buena is coordinating two trusted subcontractors:

- California Environmental Systems, Inc. (CES)—Lead mechanical contractor responsible for HVAC system replacement, duct routing, and equipment installation
- Leyder Electric LLC—Electrical contractor supporting power tie-ins, controls integration, and panel modifications

**Key Challenges and Coordination Approach:** Work at this high-security, continuously operational coin production site required the development of a meticulous phasing plan approved by U.S. Mint personnel. Yerba Buena coordinated shutdowns, access controls, and material deliveries around strict security and production protocols. We used Procore for daily coordination logs and updated lookahead schedules, ensuring transparent communication with the federal client and seamless execution by the mechanical and electrical trades.

This project exemplifies Yerba Buena’s capability to supervise specialized subcontractors under single-trade or dual-trade scopes while maintaining schedule, safety, and operational continuity in sensitive, occupied environments.

## SUBCONTRACTORS

### Leyder Electric LLC



Our electrical subcontractor for this contract is Leyder Electric LLC, a trusted small business we've partnered with since its founding in 2020—and with its principals even earlier. Leyder specializes in electrical system installation, upgrades, repairs, maintenance, and troubleshooting. On the SOMA Street Tree Nursery Site Development project, Leyder designed and built a photovoltaic system that powers the entire nursery independently of the PG&E grid. Co-owner and CEO Abraham Ley leads field operations and business development. Before founding Leyder, he spent seven years as a lead and general foreman. Co-owner and President Hunter Schneider brings a background in CCTV system design and installation, followed by roles as project manager and executive for two electrical firms. At Leyder, he oversees office operations and estimating. Their combined experience and industry relationships enabled Leyder to reach \$500,000 in revenue in its first year.

### California Environmental Systems, Inc.



Our mechanical subcontractor for this contract is California Environmental Systems, Inc. (CES), a trusted partner we've worked with for over a decade. CES is a turnkey mechanical contractor with active California Class C-20 and C-36 licenses and around 50 employees. The firm has bonded projects exceeding \$4 million and specializes in a wide range of dry-side and wet-side mechanical repairs and upgrades. Its primary focus is plumbing, HVAC, and sheet metal work for commercial and federal clients, with occasional residential projects. Yerba Buena and CES have partnered on secure sites such as Travis Air Force Base and Naval Air Station Lemoore. CES President and CEO Carter Pierce, Jr., brings 20 years of

mechanical contracting experience, 14 of them at CES. He oversees daily operations, project engineering, large-scale estimating, and employee management

Continuous communication has always been central to Yerba Buena's effective subcontractor management. Commitments and expectations are clearly defined from start to finish. We hold daily site meetings to track progress, control costs, update the schedule, and coordinate the work of employees and subcontractors. Our project manager and superintendents also stay in close contact between meetings to ensure that everyone remains informed of any changes.

### **ADMINISTRATIVE EXPERIENCE**

Our on-site project team will be backed by our corporate office, which handles payroll, invoicing, accounting, subcontractor and vendor payments, contract administration, and corporate-level oversight. The office also ensures that the project team has the necessary personnel and tools to complete the work. Our management support system includes a robust purchasing process that secures timely materials and supplies from preapproved vendors. Additionally, our union agreements allow us to scale trade labor as needed while complying with all wage-reporting requirements.

### **Management Tools**

Yerba Buena utilizes Procore online construction management software. We use it primarily for document management—specifically, for creating, tracking, and closing out submittals, requests for information, and change order requests. Also, we upload drawings and update them to reflect current as-built conditions. We provide access to our clients for full transparency. This helps keep everyone on the same page with centralized collaboration and accountability.

### **Change Management**

With over 85 IDIQ contracts to Yerba Buena's credit, our team is highly experienced in change management. A typical change order process starts with notifying the contracting officer of any issue that may affect cost or schedule. Our project manager collaborates with the client to define the change, propose a preliminary solution, and develop a cost estimate. Once the proposed change is approved, we negotiate final pricing and approach. Throughout, we work closely with the client to minimize impacts. Any added personnel, equipment, or materials are integrated into the schedule accordingly. If the change is urgent, work may begin upon receipt of a notice to proceed, even as pricing negotiations continue. In most cases, however, the change will not be implemented until the contract modification is issued. Yerba Buena maintains a change log to track the status of all modifications accurately.

### **DISQUALIFICATIONS IN PAST FIVE YEARS**

Not applicable.

### **COMMITMENT TO PARTNERING**

Yerba Buena is a firm believer in partnering with our clients to achieve the best construction outcomes through collaboration in an atmosphere of trust. We have found partnering to be an effective way to resolve minor issues quickly and to surface major issues early so they can be addressed efficiently. In the past six years, we have received five partnering awards from the International Partnering Institute and three from the City and County of San Francisco's Collaborative Partnering Awards Committee for our partnering. We are fully prepared to engage in partnering with the City at whatever level is appropriate, from an informal process to a formal schedule of partnering meetings using a professional facilitator.

## PROJECT EXAMPLES AND CLIENT REFERENCES

### SOMA Street Tree Nursery Site Improvements, San Francisco, CA

<b>CONTRACT NUMBER</b>	Job Order Contract J49-10		
<b>CUSTOMER/OWNER</b>	San Francisco Public Works		
<b>CONTACT PERSON</b>	Ruby Yu, Resident Engineer, 415-676-7982, ruby.yu@sfdpw.org		
<b>YB PROJECT MANAGER</b>	Jeremy Konaris		
<b>INITIAL CONTRACT VALUE</b>	\$642,695 (partial scope)	<b>FINAL COST</b>	\$3,159,237 (scope changes, unforeseen conditions)
<b>SCHEDULED COMPLETION</b>	05/02/2024 as revised	<b>ACTUAL COMPLETION</b>	11/08/2023 (substantial), 05/17/2024 (final)

On this landmark project, Yerba Buena transformed a blighted downtown lot into a nursery for San Francisco Public Works to raise street trees for planting around the city. Among other things, we did extensive site grading and installed drainage, water, sewer, and a sophisticated irrigation system.

Our modular building subcontractor converted two shipping containers into a classroom, office, breakroom space, and a restroom building. Our team designed and installed a photovoltaic system with solar panels atop one modular building and on a pergola over the other building to power the site. We installed concrete walkways, graveled surface, and wood decking, customized site graphics, and 300 feet of retaining wall. We also excavated and properly disposed of 1,100 tons of Class I hazardous soil.

This project has been recognized with partnering awards from the International Partnering Institute and the San Francisco Collaborative Partnering Steering Committee, an award for best community service project from Associated General Contractors of California, and an award for best Northern California landscape/urban development project from Engineering News-Record California.



**Funston Avenue Retaining Wall, San Francisco, CA**

<b>CONTRACT NUMBER</b>	Job Order Contract J33-24		
<b>CUSTOMER/OWNER</b>	San Francisco Public Works		
<b>CONTACT PERSON</b>	Teenchee Le, JOC Manager, 415-530-0975, teenchee.le@sfdpw.org		
<b>YB PROJECT MANAGER</b>	Jeremy Konaris		
<b>INITIAL CONTRACT VALUE</b>	\$599,558	<b>FINAL COST</b>	\$599,558
<b>SCHEDULED COMPLETION</b>	03/21/2020 as revised	<b>ACTUAL COMPLETION</b>	01/18/2021 (COVID, long-lead punch list items, and funding issues)

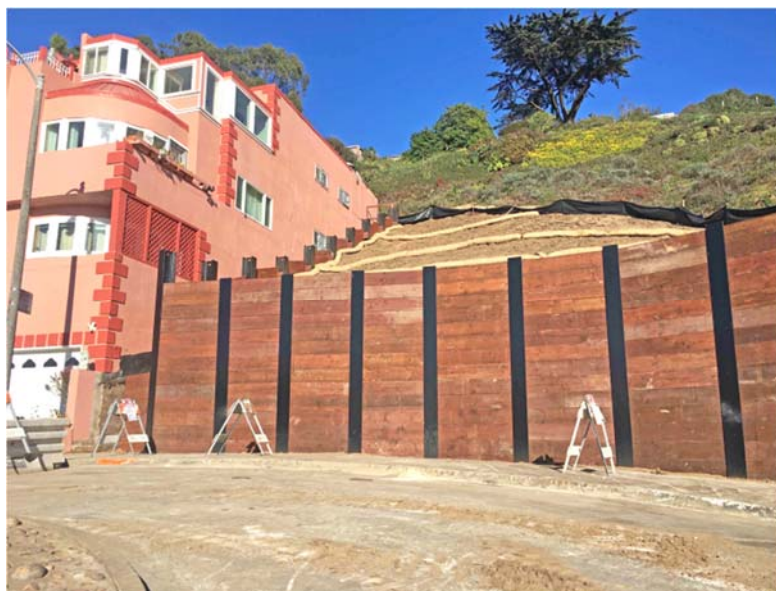
Yerba Buena’s team demolished a timber retaining wall at the base of San Francisco’s Hawk Hill Park and replaced it with a new, 12-foot-high, 80-foot-long wall of steel soldier beams and timber lagging.

Working on a steep slope right next to a private home presented challenges, as did maintaining stormwater pollution prevention plan control during wet weather. We conducted a preconstruction survey of the neighboring house to document existing conditions and performed weekly vibration monitoring and settlement surveys.

Another challenge was to safely build the new wall behind the existing wall while not overloading the existing wall and also while minimizing the impact to the sensitive species found on the highly erosive sand dune hillside. These species include the locally rare California croton, San Francisco wallflower, and green hairstreak butterfly. We implemented an equipment bridging system with crane mats and temporary piling that displaced the direct equipment weight away from the old wall while minimizing the construction footprint and, thus, any impact to the wildlife on the slope.

After completing the new wall, we removed the old one and installed erosion control measures. In subsequent task orders, our team installed a handrail, provided additional erosion control, planted plants, and provided plant maintenance.

This project received a 2021 Harry H. Mellon Award of Merit from Gordian for achievement in job order contracting that delivered high value and efficiencies.

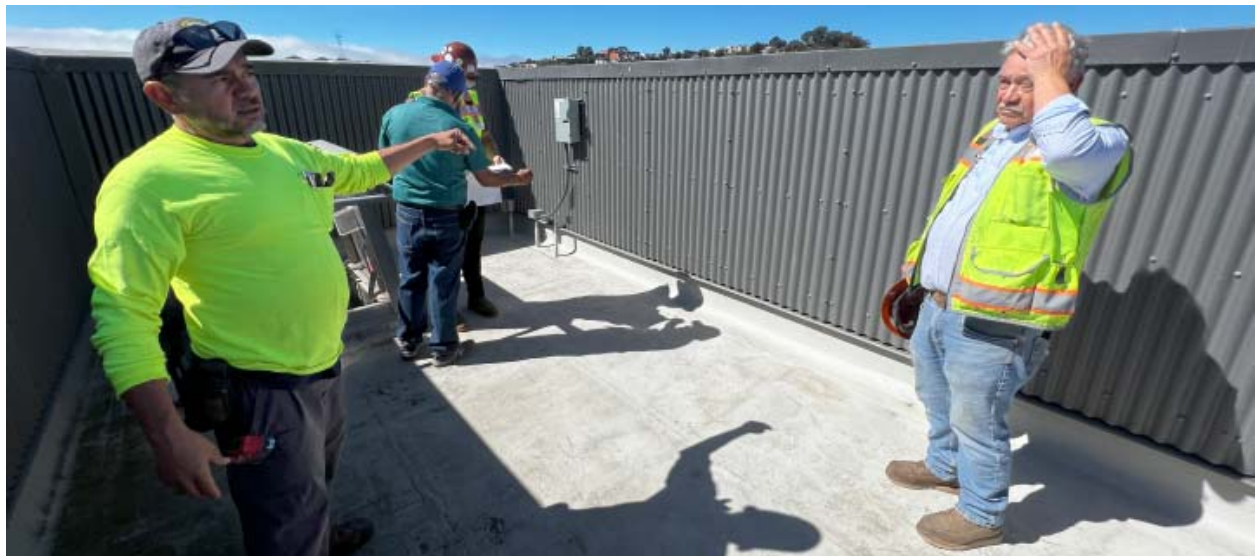


**Bus Simulator Training Room at Islais Creek Facility, San Francisco, CA**

<b>CONTRACT NUMBER</b>	JOC11-030		
<b>CUSTOMER/OWNER</b>	San Francisco Municipal Transportation Agency		
<b>CONTACT PERSON</b>	Latha Ramadass, JOC Administrator, 415-646-2106, Latha.Ramadass@sfmta.com		
<b>YB PROJECT MANAGER</b>	Jeremy Konaris		
<b>INITIAL CONTRACT VALUE</b>	\$193,045	<b>FINAL CONSTRUCTION COST</b>	\$199,976
<b>SCHEDULED COMPLETION</b>	07/17/2022	<b>ACTUAL COMPLETION</b>	10/30/2023

On this tenant improvement project, Yerba Buena modified a conference room at the Islais Creek Facility to convert it into a bus simulator training room.

We installed a new 3-ton split system AC unit and evaporator and added new electrical conduits, wiring, breaker, condensate pump and wired controller, electrical power outlets, and communication data outlets. We installed a new condenser unit on the roof, using steel beam support, repaired the penetrations and sealed the roof, and modified the ceiling as required for the new AC ventilation.



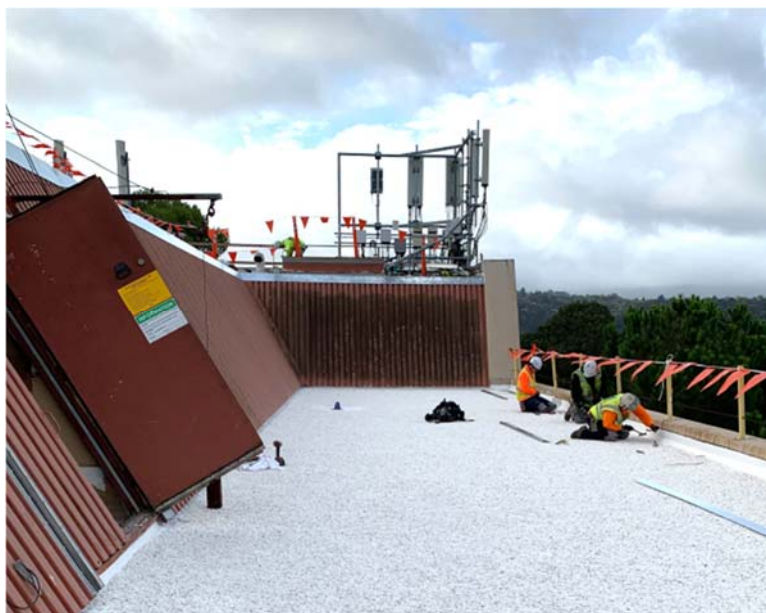
**SLAC B050 Roof Replacement and B048 Roof Restoration, Menlo Park, CA**

<b>CONTRACT NUMBER</b>	236306		
<b>CUSTOMER/OWNER</b>	SLAC National Accelerator Laboratory		
<b>CONTACT PERSON</b>	Jennifer Jamison, Senior Subcontract Administrator, 650-926-4441, jjamison@slac.stanford.edu		
	Robin Turkmen, Project Manager, 415-519-4452, rturkmen@slac.stanford.edu		
<b>YB PROJECT MANAGER</b>	Jeremy Konaris		
<b>INITIAL CONTRACT VALUE</b>	\$1,758,056	<b>FINAL CONSTRUCTION COST</b>	\$1,758,056
<b>SCHEDULED COMPLETION</b>	09/20/2024 as revised	<b>ACTUAL COMPLETION</b>	09/19/2024

Yerba Buena and its roofing subcontractor, Pioneer Contractors, Inc., replaced the built-up roof on one SLAC building and restored the roof on a second building.

Building 50, the Computation Building, is a 4-story, steel-frame, concrete shear building constructed in the mid-1970s. It has three roof sections totaling about 13,425 square feet. Workers removed all roof components down to the deck, attached insulation to the metal deck, adhered primed cover board to the metal deck and the concrete deck, and applied three plies of membrane. They surfaced the membrane with adhesive and dry roofing aggregate, then adhered a base layer of white rock.

Building 48, the Research Office Building, built in 2001, is a 2-story building with a 15,000-square-foot roof composed of a metal pan deck with mechanically fastened, single-ply membrane, underlain with about 4.5 inches of insulation and cover board. Workers applied a moisture-triggered base coat and then embedded polyester reinforcing fabric into it. Next, they applied a moisture-triggered top coat. They also taped off a walkway, applied top coat, and broadcast and back-rolled ceramic granules.



## PROPOSED APPROACH AND METHODOLOGY

### BIDDING

Yerba Buena follows a rigorous, transparent, and ethical approach to subcontractor selection and pricing that will ensure that the City receives high-quality, cost-effective work on every task order issued under this on-call contract.

We utilize HeavyBid estimating software to develop detailed and accurate pricing based on real-time production data, crew compositions, and cost histories. This allows us to respond quickly to submittal requests with well-supported estimates, incorporating subcontractor quotes, internal resources, and market pricing data.

When selecting subcontractors, Yerba Buena relies on a best value selection model that prioritizes:

- **Relevant Experience** with similar scopes, project types, and working conditions
- **Past Performance** with Yerba Buena and public agencies
- **Cost Competitiveness**, with careful analysis of price realism and completeness
- **Capacity and Responsiveness**, particularly under fast-paced or emergency task orders

In evaluating subcontractors, Yerba Buena adheres to the American Society of Professional Estimators (ASPE) Code of Ethics, which guides our firm to maintain fairness, integrity, and accountability throughout the bidding process.

In addition to using historical data and market analysis, we maintain an active prequalification database of trade subcontractors who have demonstrated quality performance, safety compliance, and cooperative coordination with our field teams. When project scopes require specialized expertise or rapid deployment, we reach out to this vetted pool to ensure timely and accurate bidding.

For projects that are competitively bid by multiple on-call contractors, Yerba Buena's structured estimating process allows us to respond quickly and confidently with proposals that reflect true cost, schedule alignment, and qualified trade partners, ensuring both value and performance for the City.

### QUALITY CONTROL

Yerba Buena is committed to providing the highest quality of workmanship on each of our projects and complying with all applicable laws, as well as accepted construction principles and practices.

If requested to do so, we are prepared to apply to each definable feature of work the three-phase system of inspections, testing, and documentation taught by the U.S. Army Corps of Engineers.

We will hold all specified preconstruction conferences well before construction.

Our superintendent and quality control manager (these may be the same person or two people, depending on the task order size and requirements) will be responsible for seeing that the work is done in accordance with contractual requirements, technical specifications, government regulations, industry standards, and manufacturer specifications. They will review and certify submittals, inspect materials, review installation requirements, inspect the work daily, coordinate testing, review test results, and prepare daily reports.

Customer complaints and requests for action will be documented and acted upon by the site team. All managers will be authorized to stop work when materials or workmanship do not meet requirements.

The City's project manager will be notified of the day's planned work and its location and will be given advance notice of all tests and planned work concealments. Copies of all test results will be provided to the government.

Quality issues will be resolved at the lowest possible organizational level. Issues that cannot be resolved at the project level will be elevated to Yerba Buena's president, if necessary.

Deficiencies will be noted on the daily report and tracked on a rework log until corrected. Typically, minor deficiencies will be corrected within 24 hours of notification, and others within 48 hours, as required.

After correction, Yerba Buena's project manager will perform an evaluation to identify the cause and determine whether it signals an unfavorable trend or was just an isolated incident. Action taken will be commensurate with the level of risk.

### Inspections and Testing

Depending on the nature of the work, a given task order may require multiple inspections at various stages. We will cooperate with the City and its inspectors to schedule these inspections and any related tests.

Near the completion of all work on a task order, Yerba Buena will conduct its own prefinal inspection. Our quality control manager will inspect the work and develop a "punch list" of items that do not conform to the approved drawings and specifications. The punch list will include the estimated date by which the deficiencies will be corrected. A copy of the punch list will be provided to the City's project manager. When all deficiencies have been corrected, we will notify the City that we are ready for its inspection.

The City may inspect and develop its own punch list. When we have taken care of any items on this list, we will notify the City that a final inspection can be scheduled.

Yerba Buena's QC manager, superintendent, and other primary management personnel will attend this final inspection with City representatives.

### Closeout Process

When task order work is completed, our project manager will coordinate the furnishing of required as-built drawings, keys, operations and maintenance manuals, and other items to the City. Our closeout procedures are designed to conclude our projects efficiently and effectively. They include the following:

**As-Built Drawings.** As an example, this may include the location of all underground utilities. Utilities are surveyed and the locations and elevations are recorded. We furnish a record of materials used. Where several manufacturers' brands, types, or classes of an item have been used, we designate the specific areas where each item was used.

**Equipment and Product Warranty List.** We furnish an indexed notebook containing written warranties for equipment and products furnished under the contract. We also provide a complete listing of equipment and products, showing the applicable specification section, the start and end dates and duration of the warranty, and the point of contact for warranty fulfillment. This may also include such information as HVAC testing/adjusting/balancing or other testing data required to complete the certification of the work.

**Project Cleanup.** We always leave the premises "broom clean." We clean interior and exterior glass surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; and vacuum any carpeted and soft surfaces. We remove all waste and surplus materials, rubbish, and construction equipment from the site.

## DETAILED PROJECT SCHEDULING

Yerba Buena uses a structured, transparent approach to scheduling designed to maintain critical path awareness, identify risks, and keep all stakeholders informed of construction progress in real-time.

We will develop and maintain a baseline project schedule using industry-standard software (e.g., MS Project or Primavera P6), structured around work breakdown structures (WBS) aligned with contract milestones, deliverables, and permitting phases. This schedule will be cost- and resource-loaded when appropriate and include all critical and near-critical activities, inspection hold points, long-lead procurement items, and commissioning milestones. Key elements of our system include:

- **Regular Updates:** The project schedule will be updated on a biweekly or monthly basis, depending on project complexity, to reflect actual progress, identify any slippage, and reforecast completion dates.
- **Milestone Tracking:** We assign target and forecast dates to each key milestone. As the project progresses, our schedule narrative will identify any deviation between baseline and actual dates, including root cause analysis.
- **Earned Value Assessment:** When appropriate, we will employ earned value management (EVM) metrics to evaluate performance, allowing the City to track project performance indices such as the Schedule Performance Index (SPI) and Cost Performance Index (CPI).
- **Weekly Coordination Meetings:** During meetings, our project manager will present a 2- to 3-week lookahead schedule and milestone status report. Schedule risks will be flagged and accompanied by mitigation options such as resequencing, resource reallocation, or modified work shifts.
- **Transparent Communication:** We will issue monthly progress reports that summarize schedule performance, work completed, upcoming activities, manpower utilization, weather impacts (if any), and change order implications.
- **Issue and Delay Logs:** We will maintain and share a live register of delays, constraints, and unresolved issues that may impact schedule or performance.

## SAFETY

President Miguel Galarza serves as our corporate safety director. As the leader of Yerba Buena's safety mission, he is responsible for shaping a strong culture of safety throughout the organization—from minimizing workers' compensation claims to ensuring strict adherence to site-specific safety protocols. Under his leadership, Yerba Buena actively implements policies that prioritize hazard awareness and risk mitigation. (His resume is provided in the Key Personnel section of this proposal.)

Safety is paramount at Yerba Buena. We perform activities in accordance with applicable federal and local regulations, as well as Yerba Buena's comprehensive safety program. Our corporate Safety Plan includes our Injury and Illness Prevention Program, Code of Safety Practices, safety policies and procedures for relevant types of work, and our Heat Illness Prevention Program.

As members of the United Contractors (UCON) construction trade association, we implement UCON's industry-leading Corporate Safety Handbook, which encompasses critical safety and regulatory policies for construction projects statewide.

For projects in Richmond, we will develop and adhere to a site-specific safety plan and job hazard analysis to address each individual job's particular hazards. Depending on the task order size and nature, safety oversight will be handled either by the assigned superintendent or by a dedicated safety manager. The safety manager, superintendent, and foremen will strictly enforce the protocols outlined in our safety plan during all phases of construction activity. Our safety team has ultimate authority, including work stoppage if deemed necessary, to guarantee adherence to the safety plan.

---

## ATTACHMENT C: SANCTUARY CITY COMPLIANCE STATEMENT

**CITY OF RICHMOND**  
**Sanctuary City Compliance Statement**

The undersigned, (hereafter "Contractor"), has had an opportunity to review the requirements of City of Richmond Ordinance 12-18 (hereafter "Sanctuary City Contracting Ordinance" or "SCCO"). Contractor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). Contractor understands the meaning of the following terms used in the SCCO:

- a. "Data Broker" means either of the following:
  - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
  - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.
  
- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services. "

Contractor understands that it is not eligible to receive or retain a City contract if at the time the Contract is executed, or at any time during the term of the Contract, it provides Data Broker or Extreme Vetting services to ICE.

Contractor further understands and agrees that Contractor ' s failure to comply with the SCCO shall constitute a material default of the Contract and the City Manager may terminate the Contract and bar Contractor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

By executing this Statement, Contractor certifies that it complies with the requirements of the SCCO and that if at any time during the term of the Contract it ceases to comply, Contractor will promptly notify the City Manager in writing. Any person or entity who knowingly or willingly supplies false information in violation of the SCCO shall be guilty of a misdemeanor and subject to a \$1,000 fine.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

**Printed Name:** Miguel Galarza **Title:** President

**Signed:**  **Date:** June 5, 2025

**Business Entity:** Yerba Buena Engineering & Construction, Inc.

## ATTACHMENT F - DISCLOSURE STATEMENT FOR LLC

## Disclosure Statement for Limited Liability Companies

This Statement Shall be included with all Bid and Proposal Submissions

Is your Business a Limited Liability Company (LLC)?     YES     NO

If you answered YES, please provide the City with the names and business addresses of any and all shareholders, directors, officers, members, managers, other authorized persons, partners, and “Beneficial Owners” of the applying LLC. A Beneficial Owner is any person or entity who: (1) exercises substantial control over the applying LLC; (2) owns 25% or more of the interest in the applying LLC; or (3) receives substantial economic benefits from the assets of the applying LLC. If any LLC shareholder, director, officer, member, manager, other authorized person, partner, or Beneficial Owner is itself an LLC or other business entity, the names and business addresses must also be provided for any and all shareholders, directors, officers, members, managers, other authorized persons, partners, and Beneficial Owners of that LLC or other business entity all the way up through each entity in the organizational chart until ultimate ownership by individual people is disclosed.

Name: Not applicable.

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Check this box if additional ownership information is attached to this Disclosure Statement.

In signing this Disclosure Statement, I represent that the information submitted in this Disclosure Statement, and any attachments, is true and correct.

Signature: \_\_\_\_\_  \_\_\_\_\_

Printed Name: Miguel Galarza

Title: President

Date: June 5, 2025