

BENICIA CITY COUNCIL CITY COUNCIL MEETING AGENDA

February 17, 2026
6:00 PM

Benicia City Hall, Council Chambers
250 East L Street, Benicia, CA 94510

COURTESY ZOOM PARTICIPATION

<https://us02web.zoom.us/j/88508047557?pwd=cHRsZlBrYlphU3pkODcycytmcFR2UT09>

Meeting ID: 885 0804 7557

Password: 449303

Phone: 1 669 900 9128

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

2. **CONVENE OPEN SESSION**

3. **ROLL CALL**

4. **PLEDGE OF ALLEGIANCE**

5. **REFERENCE TO THE FUNDAMENTAL RIGHTS OF THE PUBLIC**

The fundamental rights of each member of the public can be found in the municipal code posted on the City's website and on a plaque that is posted at the entrance to this meeting per section 4.04.030 of the City of Benicia's Open Government Ordinance.

6. **ANNOUNCEMENTS**

6.A **CURRENT AND UPCOMING OPENINGS ON BENICIA'S BOARDS,
COMMISSIONS AND COMMITTEES**
[BCC Openings.pdf](#)

6.B **MAYOR'S OFFICE HOURS**

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

7. **PROCLAMATIONS**

8. **APPOINTMENTS**

9. **PRESENTATIONS**

10. **ADOPTION OF AGENDA**

11. **OPPORTUNITY FOR PUBLIC COMMENTS**

How to Submit Public Comments for this City Council meeting:

Besides appearing in person and offering public comments, members of the public may provide public comment via Zoom, or to the City Clerk by email at lwolfe@ci.benicia.ca.us. Any comment submitted to the City Clerk should indicate to which item of the agenda the comment relates to. Specific information follows:

- Comments received by 2:00 pm on the day of the meeting will be electronically forwarded to the City Council and posted on the City's website.

12. WRITTEN COMMENT

13. PUBLIC COMMENT

14. CONSENT CALENDAR

Items listed on the Consent Calendar are considered routine and will be enacted, approved or adopted by one motion unless a request for removal or explanation is received from a Council Member, Staff or member of the public. Items removed from the Consent Calendar shall be considered immediately following the adoption of the Consent Calendar.

14.A MINUTES FROM THE FEBRUARY 3, 2026 SPECIAL AND REGULAR MEETING
[February 3, 2026 Special City Council Meeting Minutes](#)
[February 3, 2026 Regular City Council Meeting Minutes](#)

14.B APPROVAL OF AMENDMENTS TO AGREEMENTS FOR ON-CALL MASTER PROFESSIONAL AGREEMENTS

RECOMMENDED ACTION: Move to adopt a resolution (Attachment 1) approving six amendments (Exhibit A) to the Master Professional Engineering Services Agreements for on-call engineering design and project management services, construction management services and materials testing and environmental services increasing the payment limits and extending the end date of the agreements (Attachments 2-7); and authorizing the City Manager to execute the amendment on behalf of the City.

[Staff Report-Approval of On-Call Master Professional Agreements](#)

[1. Resolution-Approval of On-Call Master Professional Agreements](#)

[2. Coastland-DCCM Second Amendment to On-Call Master Professional Agreement](#)

[3. Haley Aldrich Second Amendment to On-Call Master Professional Agreement](#)

[4. Cullen-Sherry Second Amendment to On-Call Master Professional Agreement](#)

[5. Coastland-DCCM Second Amendment to On-Call Construction Mgmt. Master Professional Agreement](#)

[6. Consor North America First Amendment to On-Call Construction Mgmt. Master Professional Agreement](#)

[7. Terracon First Amendment to On-Call Master Professional Agreement](#)

[8. Master Professional and Amendment to Agreements](#)

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

15. BUSINESS ITEMS

15.A PROJECT UPDATE FOR THE EASTERN GATEWAY INFRASTRUCTURE MASTER PLAN AND CIRCULATION ELEMENT UPDATE

RECOMMENDED ACTION: Receive the update and accept public comment.
[Staff Report - Eastern Gateway City Council](#)

15.B ANNUAL GOAL SETTING WORKSHOP - PART 1

RECOMMENDED ACTION: Hold an annual Goal Setting Workshop opportunity for Council and the Staff to discuss and set its priorities for the next fiscal year July 1, 2025 - June 30, 2026.

[Staff Report - Annual Goal Setting Workshop](#)

1. [Strategic Plan 2024-2028](#)

2. [Adopted FY 25-26 Work Plan with Status Updates](#)

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

16.A AD HOC "ACT" TASK FORCE GROUPS UPDATES

[Ad Hoc "ACT" Task Force Groups Updates](#)

17. COUNCIL MEMBER COMMITTEE REPORTS

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

17.A COUNCIL MEMBER COMMITTEE REPORTS

[Council Member Committee Reports](#)

18. ADJOURNMENT (8:00 P.M.)

Public Participation

The City of Benicia welcomes your interest and involvement in the City's legislative process. Persons wishing to address the Council, Board, Commission or Committee (CBCC) are asked to voluntarily complete a speaker request form, available at the entrance of Council Chambers, and submit it to the meeting Secretary/City Clerk. Speakers, addressing the CBCC at the time the item is considered, are requested to restrict their comments to the item as it appears on the agenda and stay within the three-minute time limit. The Brown Act does not permit the CBCC to take action on items brought up during the Public Comment period.

As a courtesy, and technology permitting, members of the public may participate remotely. Please be advised that those participating in the meeting remotely via Zoom do so at their own risk. Meetings will not be cancelled due to technical difficulties. The meeting can also be observed on Cable T.V. Broadcast - Check with your cable provider for your local government broadcast channel, or livestream online at www.ci.benicia.ca.us/agendas.

Americans with Disabilities Acts

The City of Benicia is committed to providing meeting facilities that are accessible to persons with disabilities. Meeting materials in alternative formats, a sign language interpreter, real-time captioning, assistive listening devices or other accommodations can be requested by calling (707) 746-4200 or by emailing ADACoordinator@ci.benicia.ca.us, at least four working days prior to a meeting. Assistive listening devices may be obtained at the meeting.

Meeting Procedures

Pursuant to Government Code Section 65009, if you challenge a decision of the CBCC in court, you may be limited to the issues raised during the meeting or in written correspondence delivered to the CBCC by the meeting. You may also be limited to a ninety (90) day statute of limitations when challenging certain administrative decisions, including any final decisions regarding planning or zoning.

The decision of the CBCC is final as of the date of its decision unless judicial review is initiated pursuant to Code of Civil Procedure Section 1094.5. Any such petition for judicial review is subject to the provisions of Code of Civil Procedure Section 1094.6

Public Records and Writings Received After Agenda Posting

A printed version of the agenda packet for this meeting is available at the Benicia Public Library during regular working hours. To the extent feasible, the agenda packet and any writing or documents related to an agenda item for this meeting provided to the CBCC, will be made available for public inspection on the City's web page at www.ci.benicia.ca.us under the heading "Agendas and Minutes." A complete recording of each meeting is available online at www.ci.benicia.ca.us/agendas.

Contact Your Council Members

Voicemail for Mayor and Council Members: (707) 746-4213

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

Vice Mayor Trevor Macenski: TMacenski@ci.benicia.ca.us

Council Member Kari Birdseye: KBirdseye@ci.benicia.ca.us

Council Member Lionel Largaespada: LLargaespada@ci.benicia.ca.us

Council Member Terry Scott: TScott@ci.benicia.ca.us

City of Benicia

Openings on Boards, Commissions and Committees

Applications for openings on Boards, Commissions and Committees are being accepted from Monday, February 2, 2026, at 9:00 a.m. until Friday, March 20, 2026, at 11:59 p.m. Beginning February 2, 2026, applications will be available by going to the City's website, <https://www.ci.benicia.ca.us/cbc>, and clicking on the name of the Board, Commission or Committee you wish to apply for.

Vacancies for Boards, Commissions, and Committees, along with descriptions of each, are provided on the following pages.

Appointments to Boards, Commissions, and Committees may be for full or partial terms. Full terms run from August 1, 2026, through July 31, 2030.

For more information contact the City Manager's Office at (707) 746-4228.

ARTS AND CULTURE COMMISSION

7 Members: 4-Year Terms

The Arts and Culture Commission’s purpose is to advise the City Council on arts and culture issues, evaluate the needs of local cultural organizations, and promote artistic activities within the community. Each member of the arts and culture commission shall have a demonstrated interest in promoting and sustaining the arts and cultural community of poetry, literacy, performing arts, music, theater, dance, film, visual arts, and cultural events. At least one member must be an artist or represent the visual arts community, and at least one must represent the cultural and/or performing arts community. Members cannot serve on other City boards or commissions or on the boards of outside arts or cultural organizations.

Applications are Being Accepted for the Following Openings

Term	Dates
2 Full Terms	8/1/26 – 7/31/30

BOARD OF LIBRARY TRUSTEES

5 Members: 3-Year Terms

The Board of Library Trustees is responsible for making and enforcing rules, regulations and bylaws necessary for the administration, government and protection of the public library. Each Member shall be a qualified elector of the City. A person who holds any salaried public office or employment with the City is not eligible for the Board.

Applications are Being Accepted for the Following Openings

Term	Dates
None	None

BUILDING BOARD OF APPEALS

3 Members: 4-Year Terms

The Building Board of Appeals’ primary duty is to hear appeals regarding the Uniform Code or California Code. Each member of the board shall be a qualified elector of the city and shall have the experience and training to judge matters pertaining to building construction.

Applications are Being Accepted for the Following Openings

Term	Dates
None	None

COMMUNITY SERVICES COMMISSION

7 Members: 4-Year Terms

The Community Services Commission identifies and investigates quality-of-life needs and opportunities in the city and annually makes recommendations to the City Council regarding those needs and opportunities. To be eligible for appointment to the commission, an individual shall have demonstrated interest in, and commitment to, furthering the quality-of-life aspects of the city of Benicia, including such things as recreation services and programs, senior services, family resources and human service’s needs.

Applications are Being Accepted for the Following Openings

Term	Dates
2 Full Terms	8/1/26 – 7/31/30
1 Partial Term	8/1/26 – 7/31/29

COMMUNITY SUSTAINABILITY COMMISSION

7 Members: 4-Year Terms & 1 1-Year Student Term

The Community Sustainability Commission educates, advocates and provides oversight for integrated solutions that seek a sustainable equilibrium for economic, ecological, and social health and well-being, both now and in the future. Each member shall have expertise and/or demonstrated interest in one or more of the following: water quality, water use efficiency and conservation; air quality; local and regional ecology; energy; mobility; land use/stewardship; green site planning and building; waste management; community and regional economics/finance; social justice; public relations; local based business management. One member shall be a high school student with junior or senior standing who resides in Benicia.

Applications are Being Accepted for the Following Openings

Term	Dates
2 Full Terms	8/1/26 – 7/31/30
1 Student Term	8/1/26 – 7/31/27

ECONOMIC DEVELOPMENT BOARD

7 Members: 4-Year Terms

The Economic Development Board serves to identify and investigate economic development needs and opportunities in Benicia and annually makes recommendations to the Council regarding those needs and opportunities on both a short and long-term basis. To be eligible for appointment an individual shall have demonstrated interest in and commitment to furthering the economic development of the City of Benicia. Appointments shall be made from citizens living in or owning, managing or operating economic entities in Benicia.

Applications are Being Accepted for the Following Openings

Term	Dates
1 Full Term	8/1/26 – 7/31/30
1 Partial Term	8/1/26 – 7/31/28
1 Partial Term	8/1/26 – 7/31/29

HISTORIC PRESERVATION REVIEW COMMISSION

7 Members: 4-Year Terms

The Historic Preservation Review Commission identifies, registers, designates, preserves, protects, enhances and perpetuates those historic structures, districts and neighborhoods which contribute to the cultural and aesthetic heritage of Benicia. At least two members shall be owners of a historic property within the historic district. One of these members shall be the owner of a residence in the historic district. The other member shall be the owner of either a residence or business property in the historic district.

Applications are Being Accepted for the Following Openings

Term	Dates
2 Full Terms	8/1/26 – 7/31/30
1 Partial Term	8/1/26 – 7/31/27

HOUSING AUTHORITY BOARD

7 Members: 5 4-Year Terms and 2 2-Year Terms (Tenant Term)

The Housing Authority Board sets policy in regard to the affordable housing programs administered by the Authority, approves the Authority's budgets, hires and supervises the Executive Director, and generally represents the interests of low-income and very low-income tenants in Benicia.

Applications Being Accepted for the Following Openings

Term	Dates
2 Tenant Terms	8/1/26 – 7/31/28

INDUSTRIAL SAFETY CITIZEN OVERSIGHT COMMISSION

7 Members: 4-Year Terms

The Industrial Safety Citizen Oversight Commission facilitates public access to public health and safety information in order to benefit community health and safety, obtain community input regarding industrial health and safety issues, develop recommendations and provide information to the public and the City Council regarding industrial public health and safety issues in Benicia. Each member shall be a resident of, be employed in, or own a small business in Benicia. The foregoing notwithstanding, no less than four (4) members of the Commission shall be residents of the City. Each member shall have demonstrated special interest, competence, or knowledge of industrial safety and/or air quality.

Applications are Being Accepted for the Following Openings

Term	Dates
1 Full Term	8/1/26 – 7/31/30

LOCAL TAX OVERSIGHT BOARD

7 Members: 4 - 4-Year Terms, 2 – City Council Members, 1 – City Treasurer

The Local Tax Oversight Board reviews, on a quarterly basis, the projected and actual receipts of tax proceeds from local use and transaction taxes, transient occupancy tax, and if applicable real property transfer tax. If applicable, reconcile tax receipts for any special transaction and use tax to expenses for road maintenance. Appointments shall be made for citizens living in Benicia.

Applications are Being Accepted for the Following Openings

Term	Dates
2 Full Terms	8/1/26 – 7/31/30

OPEN GOVERNMENT COMMISSION

5 Members: 4-Year Terms

The commission shall run the candidate forum as required under BMC [1.42.120](#). All members shall be without known conflicts of interest and shall be residents of the city to the extent possible.

Applications are Being Accepted for the Following Openings

Term	Dates
2 Full Terms	8/1/26 – 7/31/30
1 Partial Term	8/1/26 – 7/31/27
1 Partial Term	8/1/26 – 7/31/29

PLANNING COMMISSION

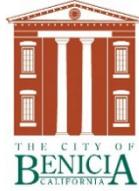
7 Members: 4-Year Terms

The Planning Commission (PC) is responsible for enforcing duties, rights and powers imposed by State law and provided by ordinance or resolution of the City Council regarding planning issues. It is the intent of the Council to have the PC composed of people from all geographical, social, environmental, and economic sectors of the community. Each member shall be a Benicia resident and registered voter and shall be qualified by knowledge and experience to make decisions on questions of community growth and development.

Applications are Being Accepted for the Following Openings

Term	Dates
2 Full Terms	8/1/26 – 7/31/30

DRAFT



MINUTES OF THE
SPECIAL MEETING – CITY COUNCIL
FEBRUARY 3, 2026
5:15 P.M.

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

1) **CALL SPECIAL MEETING TO ORDER (5:15 P.M.)**

Mayor Young called the meeting to order at 5:15 p.m.

2) **CONVENE OPEN SESSION**

3) **ROLL CALL**

All Council Members were present.

4) **REFERENCE TO THE FUNDAMENTAL RIGHTS OF THE PUBLIC**

5) **PUBLIC COMMENT FOR CLOSED SESSION**

None.

6) **ADJOURN TO CLOSED SESSION**

6.A **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION** Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (1 potential case)

Mayor Young adjourned the meeting to Closed Session at 5:15 p.m.

7) **RECONVENE OPEN SESSION**

Mayor Young reconvened the Open Session at 6:03 p.m.

8) **ANNOUNCEMENTS FROM CLOSED SESSION, IF ANY**

DRAFT

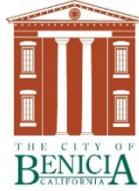
Mary Wagner, Assistant City Attorney, reported that Council met in Closed Session on one item and took no reportable action.

9) **ADJOURNMENT**

Mayor Young adjourned the Special Meeting at 6:03 p.m.

City Clerk

DRAFT



MINUTES OF THE
REGULAR MEETING – CITY COUNCIL
FEBRUARY 3, 2026
6:00 P.M.

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

COURTESY ZOOM PARTICIPATION

3) ROLL CALL

All Council Members were present.

2) CONVENE OPEN SESSION

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

Mayor Young called the meeting to order at 6:03 p.m.

4) PLEDGE OF ALLEGIANCE

5) REFERENCE TO THE FUNDAMENTAL RIGHTS OF THE PUBLIC

6) ANNOUNCEMENTS

**6.A OPENINGS ON THE CITY OF BENICIA'S BOARDS,
COMMISSIONS, AND COMMITTEES**

BCC Openings 

6.B MAYOR'S OFFICE HOURS

7) PROCLAMATIONS

7.A PROCLAMATION - BLACK HISTORY MONTH

Proclamation - Black History Month 

8) APPOINTMENTS

DRAFT

- 9) **PRESENTATIONS**
- 11) **OPPORTUNITY FOR PUBLIC COMMENTS**

10) **ADOPTION OF AGENDA**

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

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

12) **WRITTEN COMMENT**

13) **PUBLIC COMMENT**

1. Leanne Healy - Ms. Healey discussed concern regarding off-leash dogs and requested the police department enforce BMC regarding off-leash dogs.

14) **CONSENT CALENDAR**

14.A **MINUTES FROM THE JANUARY 20, 2026 REGULAR AND SPECIAL MEETING**

[January 20, 2026 City Council Meeting Minutes](#) 

14.B **RESOLUTION TERMINATING THE EMERGENCY PROCUREMENT FOR THE I-80/WATT COURT WATER LINE REPAIR**

[Staff Report - Terminating Emergency Procurement](#) 

1. [Resolution Terminating Emergency Procurement](#) 

2. [Reso 25-135 - Ratification of Emergency Procurement Declaration](#) 

RESOLUTION NO. 26- 5 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA TERMINATING THE DECLARATION OF EMERGENCY PROCUREMENT

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

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

DRAFT

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

15) BUSINESS ITEMS 15.A UTILITY RATE STUDY UPDATE

Staff Report - Utility Rate Update 

Danielle Martinez, Public Works Director, reviewed the staff report and a PowerPoint presentation.

Council and Staff discussed timing for an upcoming rate study, the need to encourage the consultant to come up with something that is strategic and forward-thinking, whether the City's current rate structure is sustainable, which cities would be included in the comparison, water treatment types, why the City is on a 5-year plan to study utility rates (possibly looking at compressing that timeline), the need to help the community understand the rates, privatization, how the City will deal with the Valero water situation, the Prop 218 process would be brought forward in December 2026, and the idea privatizing the water system, and the raw water transmission line.

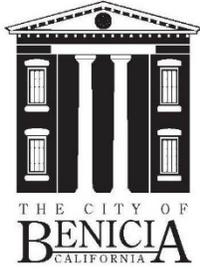
Public Comment:

1. Lori Grundman - Ms. Grundman discussed the issue of cost-recovery.
2. Kathy Kerridge - Ms. Kerridge discussed concern regarding privatizing the water system.

16) ADJOURNMENT (7:30 P.M.)

Mayor Young adjourned the meeting at 6:47 p.m.

City Clerk



**AGENDA ITEM
CITY COUNCIL MEETING DATE – FEBRUARY 17, 2026
CONSENT CALENDAR**

TO : City Manager

FROM : Public Works Director

SUBJECT : **APPROVAL OF AMENDMENTS TO AGREEMENTS FOR ON-CALL MASTER PROFESSIONAL AGREEMENTS**

EXECUTIVE SUMMARY:

The City has several Master Professional On-Call Service Agreements for engineering design and project management services, construction management services, and materials testing and environmental services that require amendments to increase the end date of the agreement and the overall payment limit threshold to allow for future task orders.

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) approving six amendments (Exhibit A) to the Master Professional Engineering Services Agreements for on-call engineering design and project management services, construction management services and materials testing and environmental services increasing the payment limits and extending the end date of the agreements (Attachments 2-7); and authorizing the City Manager to execute the amendment on behalf of the City.

BUDGET INFORMATION:

There is no immediate budget impact for this action. Anticipated project work is already budgeted in the Adopted Budget. Master Professional Agreements (MPA) are not fully encumbered once approved. Instead, a Task Order is issued against the MPA which then encumbers, or restricts, the related project budget for the obligated work in the Task Order.

BACKGROUND:

On March 6, 2023, the City entered into Master Professional Engineering Services Agreements (Attachment 8) with Coastland-DCCM, Haley & Aldrich, and Cullen-Sherry & Associates for on-call design and project management services for public works related projects. Agreements were also entered into at that time for construction management and inspection services with Coastland-DCCM and Park Engineering/Conсор North America, Inc. for public works related projects. An Agreement for materials testing and environmental services was entered into with Terracon for

public works related projects. Each of these on-call services contracts is set to expire on February 28, 2026.

Task Orders providing for more than \$200,000 compensation for one project shall be presented to the City Council for consideration. The City has nearly reached the overall payment limit threshold for each of these on-call services contracts and needs to increase the overall payment limits to allow for future task orders. Below is a table outlining the current and proposed payment limits and the proposed end dates of agreements.

Consultant Name	Coastland-DCCM	Haley & Aldrich, Inc.	Cullen-Sherry & Associates, Inc.	Coastland-DCCM	Park Eng./Consort North America, Inc.	Terracon Consultants, Inc.
Type of On-Call	Engineering Design and Project Management	Engineering Design and Project Management	Engineering Design and Project Management	Construction Management and Inspection	Construction Management and Inspection	Materials Testing and Environmental
Contract No.	23-054	23-053	23-055	23-049	23-050	23-040
Amount spent to date	\$393,500	\$386,720	\$347,802	\$231,120	\$140,909	\$91,660
Original Limit	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Current Limit	\$500,000	\$500,000	\$500,000	\$400,000	\$200,000	\$200,000
Proposed Limit	\$800,000	\$800,000	\$800,000	\$600,000	\$600,000	\$400,000
Current End Date	02/28/2026	02/28/2026	02/28/2026	02/28/2026	02/28/2026	02/28/2026
Proposed End Date	03/01/2028	02/28/2028	03/01/2028	03/01/2028	03/01/2028	03/01/2028

NEXT STEPS:

If approved, the Amendments to Agreements will be executed with each consultant.

ALTERNATIVE ACTIONS:

Council may direct staff to issue a Request for Proposals (RFPs) instead of approving amendments. Conducting RFPs may delay work on projects. Council may also consider different award amounts and different agreement end dates.

CEQA Analysis	This action is Categorical Exempt per CEQA Section 21080(b)(9);15300 which applies to any project that has been determined not to have significant effect on the environment and exempt from this division.
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ATTACHMENTS:

1. Resolution – Approval of Amendments to Master Professional On-Call Services Agreements
Exhibit A - Amendments - Master Professional Engineering Services Agreements
2. Coastland-DCCM – Second Amendment to Master Professional On-Call Services Agreement for Engineering Design and Project Management services
3. Haley & Aldrich, Inc. – Second Amendment to Master Professional On-Call Services Agreement for Engineering Design and Project Management services.
4. Cullen-Sherry & Associates, Inc. – Second Amendment to Master Professional On-Call Services Agreement for Engineering Design and Project Management Services.
5. Coastland-DCCM – Second Amendment to Master Professional On-Call Services Agreement for construction management and inspection services.
6. Park Engineering/Conсор North America, Inc. – First Amendment to Master Professional On-Call Services Agreement for Construction management and Inspection services.
7. Terracon Consultants, Inc. – First Amendment to Master Professional On-Call Services Agreement for materials testing and environmental services.
8. Prior Amendments and Original Master Professional On-Call Services Agreements

For more information contact: Danielle Martinez, Public Works Director

Phone: 707-746-4240

E-mail: PW@ci.benicia.ca.us

RESOLUTION NO. 26-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING AMENDMENTS TO AGREEMENTS FOR ON-CALL MASTER PROFESSIONAL AGREEMENTS AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENTS

WHEREAS, the City has several Master Professional On-Call Service Agreements for engineering design and project management services, construction management services, and materials testing and environmental services that require amendments to increase the end date of the agreement and the overall payment limit threshold to allow for future task orders; and

WHEREAS, all Master Professional Agreements were entered into on March 6, 2023; and

WHEREAS, there is no immediate budget impact for this action. Anticipated project work is already budgeted in the Adopted Budget. Master Professional Agreements (MPA) are not fully encumbered once approved. Instead, a Task Order is issued against the MPA which then encumbers, or restricts, the related project budget for the obligated work in the Task Order; and

WHEREAS, move to adopt a resolution approving six amendments (Exhibit A) to the Master Professional Engineering Services Agreements for on-call engineering design and project management services, construction management services and materials testing and environmental services increasing the payment limits and extending the end date of the agreements; and

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby approve the amendments to agreements for Master Professional On-Call Services for engineering design and project management services, construction management services, and materials testing and environmental services, and authorizes the City Manager to sign Master Professional Agreements on behalf of the City with six firms for a two-year term expiring on February 28, 2028, and authorizes the City Manager to execute any task order, without further action by the City Council, that is within the total authority of the master service agreement.

On motion of Council Member _____, seconded by Council Member _____, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 17th day of February 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

Exhibit A
Amendments - Master Professional Engineering Services Agreements
[see next page]

Consultant Name	Coastland-DCCM	Haley & Aldrich, Inc.	Cullen-Sherry & Associates, Inc.	Coastland-DCCM	Park Eng./Consort North America, Inc.	Terracon Consultants, Inc.
Type of On-Call	Engineering Design and Project Management	Engineering Design and Project Management	Engineering Design and Project Management	Construction Management and Inspection	Construction Management and Inspection	Materials Testing and Environmental
Contract No.	23-054	23-053	23-055	23-049	23-050	23-040
Amount spent to date	\$393,500	\$386,720	\$347,802	\$231,120	\$140,909	\$91,660
Original Limit	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Current Limit	\$500,000	\$500,000	\$500,000	\$400,000	\$200,000	\$200,000
Proposed Limit	\$800,000	\$800,000	\$800,000	\$600,000	\$600,000	\$400,000
Current End Date	02/28/2026	02/28/2026	02/28/2026	02/28/2026	02/28/2026	02/28/2026
Proposed End Date	03/01/2028	02/28/2028	03/01/2028	03/01/2028	03/01/2028	03/01/2028

SECOND AMENDMENT TO AGREEMENT

This SECOND Amendment of the Agreement, entered into March 1, 2026, by and between the City of Benicia, a municipal corporation (hereinafter "CITY") and Coastland Civil Engineering, a Corporation , with its primary office located at 1400 Neotomas Ave., Santa Rosa, CA 95405, (hereinafter "CONTRACTOR"), is made with reference to the following:

1. Recitals

A. On March 6, 2023, an agreement identified as Contract ID # 23-054 was entered into by and between CITY and CONTRACTOR, ("Agreement"); and

B. CITY and CONTRACTOR desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

2. Amendments

2.1. Term of Agreement

Term of Agreement paragraph of the Agreement is modified to: conclude on March 1, 2028.

2.2. Compensation

Compensation paragraph of the Agreement is modified to: This contract is being increased in the amount of \$300,000, for a new total amount not to exceed \$800,000.

2.3. End of Amendments

Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused the modification of Agreement to be executed on March 1, 2026.

[SIGNATURES ON THE FOLLOWING PAGE]

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

“Coastland Civil Engineering”

By: SVS

Steve Van Saun

Its: Vice President

“City”

By: _____

Its: _____

“City Attorney”

By: _____

Its: City Attorney

SECOND AMENDMENT TO AGREEMENT

This SECOND Amendment of the Agreement, entered into February 28, 2026, by and between the City of Benicia, a municipal corporation (hereinafter "CITY") and Haley & Aldrich, Inc., a Delaware Corporation, with offices located at 201 N. Civic Dr., Ste 220, Walnut Creek, CA 94596, (hereinafter "CONSULTANT"), is made with reference to the following:

1. Recitals

- A. On March 6, 2023, an agreement identified as Contract ID # 23-053 was entered into by and between CITY and CONSULTANT, ("Agreement"); and
- B. On November 19, 2024, CITY and CONSULTANT entered into the First Amendment to Agreement.
- C. CITY and CONSULTANT desire to further modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

2. Amendments

2.1. Term of Agreement

Article 2.2.A of the Agreement is hereby deleted in its entirety and replaced with the following: "This Agreement will conclude on March 1, 2028, unless it is extended in accordance with paragraph B below."

2.2. Compensation

This contract is being increased in the amount of \$300,000, for a total amount not to exceed \$800,000. The first sentence of Article 2.4 of the Agreement is hereby deleted in its entirety and replaced with the following: "Consultant shall be compensated a total amount not to exceed \$800,000 under this Agreement for services rendered under Section I, as more particularly described in authorized Task Orders and/or the Rate Schedule attached as Exhibit A, in accordance with the terms and conditions included therein."

2.3. End of Amendments

Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused the modification of Agreement to be executed on February 28, 2026.

[SIGNATURES ON THE FOLLOWING PAGE]

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

“Haley & Aldrich, Inc.”
201 North Civic Drive
Suite 220
Walnut Creek, CA
(925) 393-3092

By: _____
Scott D. Alman, P.E.

Its: Principal _____

“City”

By: _____

Its: _____

“City Attorney”

By: _____

Its: City Attorney _____

SECOND AMENDMENT TO AGREEMENT

This SECOND Amendment of the Agreement, entered into March 1, 2026, by and between the City of Benicia, a municipal corporation (hereinafter "CITY") and Cullen-Sherry & Associates, inc., a Corporation , with its primary office located at P.O. Box 591, Benicia, CA 94510, (hereinafter "CONTRACTOR"), is made with reference to the following:

1. Recitals

A. On March 6, 2023, an agreement identified as Contract ID # 23-055 was entered into by and between CITY and CONTRACTOR, ("Agreement"); and

B. CITY and CONTRACTOR desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

2. Amendments

2.1. Term of Agreement

Term of Agreement paragraph of the Agreement is modified to: conclude on March 1, 2028.

2.2. Compensation

Compensation paragraph of the Agreement is modified to: This contract is being increased in the amount of \$300,000, for a new total amount not to exceed \$800,000.

2.3. End of Amendments

Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused the modification of Agreement to be executed on March 1, 2026.

[SIGNATURES ON THE FOLLOWING PAGE]

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

“Cullen-Sherry & Associates, inc.”

By: 

Its: President

“City”

By: _____

Its: _____

“City Attorney”

By: _____

Its: City Attorney

SECOND AMENDMENT TO AGREEMENT

This SECOND Amendment of the Agreement, entered into March 1, 2026, by and between the City of Benicia, a municipal corporation (hereinafter "CITY") and Coastland Civil Engineering, a Corporation , with its primary office located at 1400 Neotomas Ave., Santa Rosa, CA 95405, (hereinafter "CONTRACTOR"), is made with reference to the following:

1. Recitals

A. On March 6, 2023, an agreement identified as Contract ID # 23-049 was entered into by and between CITY and CONTRACTOR, ("Agreement"); and

B. CITY and CONTRACTOR desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

2. Amendments

2.1. Term of Agreement

Term of Agreement paragraph of the Agreement is modified to: conclude on March 1, 2028.

2.2. Compensation

Compensation paragraph of the Agreement is modified to: This contract is being increased in the amount of \$200,000, for a new total amount not to exceed \$600,000.

2.3. End of Amendments

Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused the modification of Agreement to be executed on March 1, 2026.

[SIGNATURES ON THE FOLLOWING PAGE]

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

“Coastland Civil Engineering”

By:  _____
Steve Van Saun

Its: Vice President _____

“City”

By: _____

Its: _____

“City Attorney”

By: _____

Its: City Attorney _____

FIRST AMENDMENT TO AGREEMENT

This FIRST Amendment of the Agreement, entered into March 1, 2026, by and between the City of Benicia, a municipal corporation (hereinafter "CITY") and Consor North America, Inc. (Park Engineering, Inc.), a Corporation , with its primary office located at 6505 Waterford District Drive, Suite 470, Miami, FL 33126, (hereinafter "CONTRACTOR"), is made with reference to the following:

1. Recitals

A. On March 6, 2023, an agreement identified as Contract ID # 23-050 was entered into by and between CITY and CONTRACTOR, ("Agreement"); and

B. CITY and CONTRACTOR desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

2. Amendments

2.1. Term of Agreement

Term of Agreement paragraph of the Agreement is modified to: conclude on March 1, 2028.

2.2. Compensation

Compensation paragraph of the Agreement is modified to: This contract is being increased in the amount of \$400,000, for a new total amount not to exceed \$600,000.

2.3. End of Amendments

Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused the modification of Agreement to be executed on March 1, 2026.

[SIGNATURES ON THE FOLLOWING PAGE]

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

“Conzor North America, Inc.”

By:  DocuSigned by:
Ian Machan
B62FACF7DF80446...

Its: 1/30/2026 | 12:25:31 PM EST

“City”

By: _____

Its: _____

“City Attorney”

By: _____

Its: City Attorney

FIRST AMENDMENT TO AGREEMENT

This FIRST Amendment of the Agreement, entered into March 1, 2026, by and between the City of Benicia, a municipal corporation (hereinafter "CITY") and Terracon Consultants, Inc., a Delaware Corporation, with an office located at 1220 Concord Avenue, Suite 450, Concord, CA 94520, (hereinafter "CONTRACTOR"), is made with reference to the following:

1. Recitals

A. On March 6, 2023, an agreement identified as Contract ID # 23-040 was entered into by and between CITY and CONTRACTOR, ("Agreement"); and

B. CITY and CONTRACTOR desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

2. Amendments

2.1. Term of Agreement

Term of Agreement paragraph of the Agreement is modified to: conclude on March 1, 2028.

2.2. Compensation

Compensation paragraph of the Agreement is modified to: This contract is being increased in the amount of \$200,000, for a new total amount not to exceed \$400,000.

2.3. End of Amendments

Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused the modification of Agreement to be executed on March 1, 2026.

[SIGNATURES ON THE FOLLOWING PAGE]

Title: ON-CALL MATERIALS TESTING AND ENVIRONMENTAL SERVICES FOR UTILITIES (WATER AND WASTEWATER), STREETS, STORMWATER, FACILITIES, AND PARKS PROJECTS

#23-040

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

“Terracon Consultants, Inc.”

DocuSigned by:
By: Leuk Ergin
B5A91D67B2134A9...

Its: Department Manager

“City”

By: _____

Its: _____

“City Attorney”

By: _____

Its: City Attorney

1.1. [Recitals](#)

23-054

PROFESSIONAL SERVICES MASTER AGREEMENT

BETWEEN

CITY OF BENICIA AND

Coastland Civil Engineering

This Professional Services Master Agreement ("Agreement") is dated March 6, 2023, and is by and between the City of Benicia, a political subdivision of the State of California ("CITY") and Coastland Civil Engineering, a California Limited Liability Partnership located at 1400 Neotomas Ave., Santa Rosa, CA 95405, licensed to do business in California, ("CONTRACTOR") relating to ON-CALL ENGINEERING DESIGN AND PROJECT MANAGEMENT SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS Services ("Services").

Recitals

THE PARTIES ENTER THIS AGREEMENT based on the following facts, understandings and intentions;

WHEREAS, services of an outside organization to help the City with engineering design and project management services is needed;

WHEREAS, City wishes to retain CONTRACTOR to provide ON-CALL ENGINEERING DESIGN AND PROJECT MANAGEMENT SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS services and related services;

WHEREAS, CONTRACTOR was selected by means of City's selection process, and represents that they possess all necessary training, licenses and permits to perform the services required by City as set forth in this Agreement, and that their performance of such services will conform to the Standard of Practice consistent with a firm having experience and skill in performing professional services of like nature and complexity working on similar, successfully completed projects;

WHEREAS, the services proposed in this Agreement are professional and temporary in nature;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, stipulated, and agreed, the parties agree as follows:

2. AGREEMENT

2.1. [Services Contractor Agrees to Perform](#)

CONTRACTOR shall provide services for specific projects as may be requested by CITY; such services shall be defined, scheduled and authorized in subsequent Task Orders. Services may include, but not be limited to:

- A. ENGINEERING DESIGN SERVICES
- B. PROJECT MANAGEMENT SERVICES

CONTRACTOR shall be an independent contractor and shall have responsibilities for and control over the details and means of providing its services under this Agreement. CONTRACTOR agrees that its services shall be performed consistent with the Standard of Practice and with due diligence and in accordance with generally accepted engineering practices.

CONTRACTOR shall use its best efforts to perform and coordinate all activities in a timely manner so that the projects will be completed according to the established project schedules. . Contractor's coordination of its services with the services of City's other consultants will be limited to that necessary for consistency of Contractor's documents with those of such consultants.

2.2. Term of Agreement

- A. This Agreement will conclude on February 28, 2026 unless it is extended in accordance with paragraph B below.
- B. This Agreement may be extended by mutual agreement of the parties hereto. Any extension shall be in written form, signed by both parties, and shall specify the length of the extension and compensation. The City Manager is authorized to approve the extension.

2.3. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, CITY or municipal governments for CONTRACTOR to provide the services and work in any Task Order must be procured by CONTRACTOR and be valid at the time CONTRACTOR enters into this Agreement. Further, during the term of this Agreement, CONTRACTOR must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by CONTRACTOR at no expense to the CITY. Contractor shall assist City, as appropriate, in City's application for permits and approvals typically required of an Owner

2.4. Compensation

CONTRACTOR shall be compensated, a total value not to exceed \$200,000 under this agreement for services rendered under Section I, as more particularly described in authorized Task Orders and/or Rate Schedule attached as Exhibit A, in accordance with the terms and conditions included therein.

CONTRACTOR may update its Rate Schedule on an annual basis. CONTRACTOR may submit monthly statements for services rendered; all statements shall include adequate documentation demonstrating work performed during the billing period and shall conform to Federal Funding invoicing requirements, if applicable. It is intended that payments to CONTRACTOR will be made by CITY within thirty (30) days of receipt of invoice. CONTRACTOR's failure to secure CITY's written authorization for additional compensation or changes to the Scope of Work shall constitute a waiver of any and all right to adjustment in the price or time due, whether by way of compensation, restitution, quantum merit, or similar relief.

2.5. Employee Wages; Records; Apprentices

CONTRACTOR shall comply with the California Prevailing Wage Law to the extent it applies to work performed under this Agreement. If applicable, CONTRACTOR shall pay prevailing wages to its employees and shall comply with the additional provisions set forth below:

- A. CONTRACTOR shall pay prevailing wages to its employees on any agreement when required by applicable law. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Agreement, as determined by the Director of the State of California Department of Industrial Relations, are on file at the County's Capital Projects Office and may be obtained from the California Department of Industrial Relations website <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. CONTRACTOR shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. CONTRACTOR and all subcontractors shall keep and maintain accurate employee payroll records for Work performed under the Agreement. The payroll records shall be certified and submitted as required by law, including Labor Code Sections 1771.4 (if applicable) and 1776, including to the Labor Commissioner no less frequently than monthly. CONTRACTOR shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Agreement.
- B. CONTRACTOR acknowledges and agrees that it will comply with AB 1768 (effective January 1, 2020), which amended and expanded the definition of "construction" for which prevailing wages must be paid to include "work performed during the design, site assessment, feasibility study, and other pre-construction phases of construction...regardless of whether any further construction work is conducted..."
- C. CONTRACTOR shall forfeit, as a penalty to Owner, the penalty or penalties as provided by the California Labor Code, for each laborer, workman, or mechanic employed in performing labor in and about the Work provided for in the Agreement for each day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under the Agreement by him or her or by any Subcontractors under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the California Labor Code. The sums and amounts which shall be forfeited pursuant to this Paragraph and the terms of the California Labor Code shall be withheld and retained from payments due to CONTRACTOR the California Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by Owner. The Labor Commissioner pursuant to California Labor Code § 177 5 shall determine the final amount of forfeiture.
- D. CONTRACTOR shall insert in every subcontract or other arrangement which CONTRACTOR may make for performance of Work or labor on Work provided for in the Agreement provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a

similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the California Labor Code.

- E. CONTRACTOR and Subcontractors must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Work of the Agreement Documents. Each payroll record shall contain or be verified by a written declaration as required by Labor Code Section 1776. The payroll records enumerated above must be certified and shall be available for inspection at all reasonable hours at the principal office of CONTRACTOR as required by Labor Code Section 1776. This Project is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations.

2.6. Indemnification

- A. **Defense, Indemnity and Hold Harmless:** Consistent with Civil Code section 2782.8, CONTRACTOR specifically agrees to indemnify, defend (but for claims alleging professional liability, shall not defend) with counsel approved by CITY, and hold harmless CITY, its officers, officials, and employees from and against any and all actions, claims, demands, losses, expenses (including reasonable attorneys' fees, expert fees and all other costs and fees), damages, and liabilities resulting from injury or death of a third-party or injury to property of a third party incurred by or brought against City to the extent caused CONTRACTOR's negligence, recklessness or willful misconduct in the performance of this Agreement, excepting only such injury or death as may be caused by the sole negligence or willful misconduct of CITY. The CONTRACTOR shall pay all costs that may be incurred by CITY in enforcing this indemnity, including reasonable attorneys' fees. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations contained in this Agreement.
- B. **Conflict of Interest:** Should conflict of interest principles preclude a single lawyer from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse CITY its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation. CONTRACTOR shall promptly pay any final judgment rendered against CITY (and its officers, officials and, employees) with respect to claims determined by a trier of fact to have been caused by CONTRACTOR's negligent, reckless or willful misconduct. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.
- C. **Other Claims:** Further, CONTRACTOR will indemnify CITY, and hold it harmless, from an assertion that as a result of providing services to CITY, CONTRACTOR or any of its employees or

persons performing work pursuant to this Agreement is entitled to benefits from, or is covered by, the Social Security retirement system or the California Public Employees Retirement Systems. Notwithstanding the foregoing, CONTRACTOR's obligations for any payments to such claimant shall be limited to those payments which CITY may be.

- D. **Intellectual Property Indemnification:** CONTRACTOR represents that professional services provided by CONTRACTOR pursuant to this Agreement does not infringe on any other copyrighted work or intellectual property owned by others. CONTRACTOR shall defend, indemnify and hold harmless the CITY from all Liabilities, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in arising from or relating to CONTRACTOR's services provided to the CITY under this Agreement.
- E. **Subcontractor's Agreements:** CONTRACTOR shall place in its agreements with Subcontractors and cause its Subcontractors to agree to the indemnification and insurance provisions in this Agreement in favor of the CITY and the Indemnitees in the exact form and substance as those contained in this Agreement.
- F. **Duty to Cooperate:** CONTRACTOR shall notify CITY immediately in writing of any claim or damage related to activities or services performed under this Agreement. CONTRACTOR shall cooperate with CITY in the investigation and disposition of all Liabilities arising out of the activities or services under this Agreement. Without limiting the foregoing, CONTRACTOR shall take all steps necessary to assist the CITY in the defense of any and all Liabilities brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project. Any additional services or work

2.7. Indemnification and General Liability

- A. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), Consultant shall defend (but for claims alleging professional liability, shall not defend) indemnify, and hold harmless City, its officers, City Council, directors, officials, and employees, (collectively "Indemnitees") from and against any and all claims, suit, action, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of an employee of Consultant or its Subconsultants) expense and liability of every kind, nature, and description, at law or equity, t(including without limitation, incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) incurred by Indemnitees as result of third-party tort claims to the extent cause by the negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify and Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence negligence, or willful misconduct of such Indemnitee but shall apply to all other Liabilities.

- B. Consultant shall defend (including providing legal counsel reasonably acceptable to City at no cost to City), indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, suit, liability or claims, in law or in equity, including reasonable attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by City, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.

2.8. Standard of Performance

CONTRACTOR represents to CITY that the services shall be performed in an expeditious manner, and with the degree of skill and care that is required by current, good, and sound procedures and practices (the "Standard of Performance"). CONTRACTOR further agrees that the services shall be in conformance with the Standard of Performance.

2.9. Ownership and Maintenance of Documents

All documents furnished by CONTRACTOR pursuant to this Agreement are instruments of CONTRACTOR's services in respect to this project. They are not intended nor represented to be suitable for reuse by others on extensions of this project or on any other project. Any reuse without specific written verification and adoption by CONTRACTOR for the specific purposes intended will be at user's sole risk and without liability or legal exposure and expenses to CONTRACTOR, including attorney's fees arising out of such unauthorized reuse and City agrees to indemnify, defend and hold the Contractor harmless from and against any claims or damages that may result from the subsequent use, reuse, transfer or modification of Contractor's drawings and specifications, except on projects where the Contractor has been retained to provide services

CONTRACTOR's records, documents, calculations, and all other instruments of service pertaining to actual project shall be given to CITY at the completion of the project and full payment to the Contractor. The CITY reserves the right to specify the file format that electronic document deliverables are presented to the CITY. Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by CONTRACTOR under the Agreement shall be vested in the CITY, none of which shall be used in any manner whatsoever, by any person, firm, corporation or agency without the expressed written consent of the CITY. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to the CITY without restriction or limitations on their use. CONTRACTOR may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of CITY during the term of this Agreement, unless required by law.

2.10. Suspension of Work

CITY may, at any time, by ten (10) days' written notice, suspend further performance by CONTRACTOR. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner, and CONTRACTOR shall be paid for services performed and reimbursable expenses incurred prior to the

suspension date. During the period of suspension, CONTRACTOR shall not receive any payment for services, or expenses, except for reasonable administration expenses, incurred by CONTRACTOR by reason of such suspension.

2.11. Termination

CITY may terminate this Agreement for any reason upon ten (10) days' written notice to the other party. CITY may terminate the Agreement upon five (5) days' written notice if CONTRACTOR breaches this Agreement. In the event of any termination, CONTRACTOR shall promptly deliver to the CITY any and all finished and unfinished reports or other written, recorded, photographic, or visual materials, documents, data and other deliverables ("Work Materials") prepared for the CITY prior to the effective date of such termination, all of which shall become CITY's sole property. After receipt of the Work Materials, CITY will pay CONTRACTOR for the services performed as of the effective date of the termination.

2.12. Nondiscrimination

During performance of this Agreement, CONTRACTOR and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition including genetic characteristics), marital status, age, political affiliation, sexual orientation, or sex. CONTRACTOR and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the CITY's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations. CONTRACTOR agrees that any and all violation of this provision shall constitute a material breach of the Agreement.

2.13. Conflict of Interest

- A. CONTRACTOR covenants and represents that neither it, nor any officer or principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONTRACTOR's performance of services under this Agreement. CONTRACTOR further covenants that in the performance of the Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the CITY. CONTRACTOR agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the CITY in the performance of this Agreement.
- B. CONTRACTOR is not a designated employee within the meaning of the Political Reform Act because CONTRACTOR:

1. Will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation or counsel independent of the control and direction of the CITY or of any CITY official, other than normal contract monitoring; and
2. Possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel. (2Cal. Code Regs. § 18700(a) (2))

2.14. Independent Contractor

In assuming and performing the services, CONTRACTOR is an independent contractor and shall not be eligible for any benefits, which the CITY may provide its employees, except as expressly provided for in the Agreement. All persons, if any, hired by CONTRACTOR, shall be employees or subcontractors of CONTRACTOR and shall not be construed as employees or agents of the CITY in any respect. CONTRACTOR shall have responsibility for and control over the means of providing services under this Agreement.

2.15. Compliance With Laws

CONTRACTOR shall exercise the Standard of Care to comply with all applicable federal, State of California, and local laws, rules, and regulations and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services.

2.16. Choice of Law

This Agreement shall be administered and interpreted under California law as if written by both parties. If any provision in this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state court situated in the County of Solano, State of California or, if necessary, in a federal court situated in the City and County of Sacramento, California.

2.17. Enforceability; Interpretation

In the event that any of the provisions or portions of application of any of the provisions of the Agreement are held to be illegal or invalid by a court of competent jurisdiction, CITY and CONTRACTOR shall negotiate an equitable adjustment in the provisions of the Agreement with a view toward affecting the purpose of the Agreement. The illegality or invalidity of any of the provisions or portions of application of any of the provisions of the Agreement shall not affect the legality or enforceability of the remaining provisions or portions of application of any of the provisions of the Agreement. This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

2.18. Integration

The Agreement contains the entire Agreement and understanding between the parties as to the subject matter of this Agreement. It merges and supersedes all prior or contemporaneous agreements, commitments, representation, writings, and discussions between CONTRACTOR and CITY, whether oral or written.

2.19. Successors and Assigns: No Third Party Beneficiaries; No Joint Venture

CITY and CONTRACTOR respectively, bind themselves, their successors, assigns, and legal representatives to the terms and obligations of this Agreement. CONTRACTOR shall not assign or transfer any interest in the Agreement without the CITY's prior written consent, which consent shall be in the CITY's sole discretion. Any attempted assignment or transfer in breach of this provision shall be void. This Agreement is not intended and shall not be construed to create any third party benefit the event. This Agreement is not intended and shall not be construed to create a joint venture or partnership between the parties. CONTRACTOR, its officers, employees and agents shall not have any power to bind or commit the CITY to any decision.

2.20. Financial Records

Records of CONTRACTOR's direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to CITY if and when required.

2.21. Non-Waiver

The waiver by either party of any breach of any term, covenant, or condition contained in the Agreement, or any default in their performance of any obligations under the Agreement shall not be deemed a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default constitute a continuing waiver of same.

2.22. Notices

All notices required hereunder shall be in writing by such methods as CITY and CONTRACTOR as designated below. Notice shall be deemed received three (3) days after the date of sending.

To City: Kyle Ochendusko

Public Works Director

kochendusko@ci.benicia.ca.us

To Contractor: George Hicks

Supervising Managing Engineer

hicks@coastlandcivil.com

2.23. Non-Liability

No member of the CITY and no other officer, employee or agent of the CITY shall be personally liable to CONTRACTOR or otherwise in the event of any default or breach of the CITY, or for any amount which may become due to CONTRACTOR or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

2.24. Execution

Each individual or entity executing this Agreement on behalf of CONTRACTOR represents and warrants that he or she or it is duly authorized to execute and deliver this Agreement on behalf of CONTRACTOR and that such execution is binding upon CONTRACTOR.

This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

3. SCOPE OF WORK

3.1. Services to be provided, projects and schedule, and deliverables

Consultant shall provide on-call general engineering services that may be requested by the City during the term of this agreement in a prompt, professional manner in accordance with the standards of the engineering profession. All work, unless otherwise specified, shall be performed by task order on a time and materials basis, and completed to the satisfaction of the City Engineer within the time periods allocated, or as mutually agreed to at the beginning of the assignment. Scope of services shall generally include, but not be limited to, the following:

1. General Engineering:

Tasks including, but not limited to, the following:

- Ad-hoc engineering analysis/technical memoranda.
- Management of small to medium maintenance projects including preparation of engineering studies, project planning, and coordination with other agencies and utilities.
- Preparation of environmental documents and implementation of mitigation measures in project design.
- Preparation of permit applications from appropriate agencies.
- Perform project design at the 35%, 65%, 95% and 100% levels including plans, specifications, estimate, and schedule as required by the City.
- Provide design support services during construction and prepare final record drawings based on as-built drawings provided by the City.
- Development and capital improvement plan checking for conformance with City of Benicia Engineering Design Standards and Standard Plans (City Standards), Regional Water Quality Control Board requirements, State of California Standards and industry standards as applicable.

2. Project Management

Tasks including, but not limited to, the following:

- Develop projects scope of work, coordinates and monitors project development teams, project schedules and budgets.
- Serve as liaison between City personnel, contractors, consultants, and the public for assigned projects.
- Prepare, disseminate, and oversee project budgets, requests for proposals, agreements, contracts, invitation for bids, and purchase orders.
- Manage various consultant agreements through the planning, design, construction, testing, operations, and maintenance phases of a project.
- Evaluate project bids and proposals and make recommendations for award of contracts and execution of agreements.
- Ensure that project plans, specifications, and estimate are reviewed and approved for construction.
- Monitor project progress, attend project meetings, and prepare and submit status reports.
- Oversee project construction, ensures that the projects are constructed in accordance with the project's approved plans and specifications, and close out project documentation and archives appropriate records.
- Prepare, negotiate, substantiate, and maintain control of all potential project construction change orders, tracks all project costs and reviews and approves progress payments.
- Develop and update project schedules.
- Apply for permits and utility services necessary for the project.
- Compose and prepare reports, resolutions and agreements for the City Council seeking approval of contracts or acceptance of projects.
- Interface with other City departments, outside agencies and consulting firms as necessary to complete assignments.

4. INSURANCE REQUIREMENTS

4.1. INSURANCE REQUIREMENTS

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated March 6, 2023, by and between Coastland Civil Engineering, hereinafter referred to as "Consultant", and the City of Benicia, hereinafter referred to as "City", providing for professional services.

4.2. 1. Consultant's Duty to Show Proof of Insurance

Consultant, in order to protect City and its City Council members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Consultant's acts, errors, or omissions in connection with the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Consultant shall not perform any work under this Agreement until Consultant has obtained all insurance required under this section

and the required certificates of insurance and all required endorsements have been filed with the City's authorized insurance tracking platform. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, Consultant shall promptly deliver to City a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to City prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Consultant or City as an additional insured.

4.3. Insurance Requirements: Commercial General Liability Insurance

Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the City), Products-Completed Operations Hazard, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Consultant's performance of services under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Consultant shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence and four million dollars (\$4,000,000) aggregate.

4.4. Business Automobile Liability Insurance

Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of Services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence.

4.5. Workers' Compensation Insurance

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

4.6. Professional Liability Insurance

Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, all negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

4.7. Self-Insured Retention

Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of insurance or other documentation provided to City and must be approved by the City Risk Manager.

4.8. Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either (i) maintain said coverage for at least five (5) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than five (5) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

4.9. Insurance terms and conditions:

3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Consultant shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Consultant in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

3.2 All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII Any exception to these requirements must be approved by the City Risk Manager.

3.3 If Consultant is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the insurance coverages and endorsements required above. The City will not accept such coverage unless the City determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Consultant is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3.5 Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the City from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

3.6 Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. City, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Consultant, City shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Consultant agrees to reimburse City for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by City to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

3.7 Should any of the required insurance (other than errors and omissions insurance) be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defenses costs be included in such general aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limit specified above.

3.8 City may (but is under no obligation to) secure project-specific insurance, wrap-up insurance, or administer an owner controlled insurance program ("OCIP"), in which case Consultant and its subconsultants shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Consultant's fees under this Agreement (and the fee of its subconsultants under subconsultant agreements) shall be reduced by the amount of insurance premiums that may be avoided by Consultant and its subconsultants by virtue of the City's obtaining the project-specific insurance, wrap-up insurance or administering an OCIP, and the exclusion of this project from coverage of Consultant's and subconsultants policies. Construction Manager and its subconsultants shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

Title: ON-CALL ENGINEERING DESIGN AND PROJECT MANAGEMENT SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS #23-054

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

“Coastland Civil Engineering”

By: Heidi E. Uttaback
Its: CEO Corp. Secretary

“City”

DocuSigned by:
By: Mario Giuliani
9FA31784A98E490...
Its: Interim City Manager

“Department”

DocuSigned by:
By: Kyle Ochenduszyko
2AA567697FAB4EF...
Its: Public Works Director

“City Attorney”

DocuSigned by:
By: Ben Stock
3294F30F0AD74E3...
Its: City Attorney

FIRST AMENDMENT TO AGREEMENT

This FIRST Amendment of the Agreement, entered into July 16, 2024, by and between the City of Benicia, a municipal corporation (hereinafter "CITY") and Coastland Civil Engineering, a Limited Liability Partnership, with its primary office located at 1400 Neotomas Ave., Santa Rosa, CA 95405, (hereinafter "CONTRACTOR"), is made with reference to the following:

1. Recitals

A. On March 6, 2023, an agreement identified as Contract ID # 23-054 was entered into by and between CITY and CONTRACTOR, ("Agreement"); and

B. CITY and CONTRACTOR desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

2. Amendments

2.1. Compensation

Compensation paragraph of the Agreement is modified to: This contract is being increased in the amount of \$300,000, for a new total amount not to exceed \$500,000.

2.2. End of Amendments

Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused the modification of Agreement to be executed on July 16, 2024.

[SIGNATURES ON THE FOLLOWING PAGE]

Title: ON-CALL ENGINEERING DESIGN AND PROJECT MANAGEMENT SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS #23-054

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

“Coastland Civil Engineering”

By: Heidi E. Uttaback

Its: Corp. Secretary

“City”

DocuSigned by:
By: Mario Giuliani 8/22/2024
9FA31784A98E490...

Its: City Manager

“City Attorney”

Signed by:
By: Ben Stock 8/20/2024
3294F30F0AD74E3...

Its: City Attorney

1.1. [Recitals](#)

23-049

PROFESSIONAL SERVICES MASTER AGREEMENT

BETWEEN

CITY OF BENICIA AND

Coastland Civil Engineering

This Professional Services Master Agreement ("Agreement") is dated March 6, 2023, and is by and between the City of Benicia, a political subdivision of the State of California ("CITY") and Coastland Civil Engineering, a California Limited Liability Partnership located at 1400 Neotomas Ave., Santa Rosa, CA 95405, licensed to do business in California, ("CONTRACTOR") relating to ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS Services ("Services").

Recitals

THE PARTIES ENTER THIS AGREEMENT based on the following facts, understandings and intentions;

WHEREAS, services of an outside organization to help the City with construction management and inspection services is needed;

WHEREAS, City wishes to retain CONTRACTOR to provide ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS services and related services;

WHEREAS, CONTRACTOR was selected by means of City's selection process, and represents that they possess all necessary training, licenses and permits to perform the services required by City as set forth in this Agreement, and that their performance of such services will conform to the Standard of Practice consistent with a firm having experience and skill in performing professional services of like nature and complexity working on similar, successfully completed projects;

WHEREAS, the services proposed in this Agreement are professional and temporary in nature;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, stipulated and agreed, the parties agree as follows:

2. [AGREEMENT](#)

2.1. [Services Contractor Agrees to Perform](#)

CONTRACTOR shall provide services for specific projects as may be requested by CITY; such services shall be defined, scheduled and authorized in subsequent Task Orders. Services may include, but not be limited to:

- A. CONSTRUCTION MANAGEMENT
- B. INSPECTION SERVICES

Title: ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS

#23-049

CONTRACTOR shall be an independent contractor and shall have responsibilities for and control over the details and means of providing its services under this Agreement. CONTRACTOR agrees that its services shall be performed consistent with the Standard of Practice and with due diligence and in accordance with generally accepted engineering practices.

CONTRACTOR shall use its best efforts to perform and coordinate all activities in a timely manner so that the projects will be completed according to the established project schedules. Contractor's coordination of its services with the services of City's other consultants will be limited to that necessary for consistency of Contractor's documents with those of such consultants.

2.2. Term of Agreement

- A. This Agreement will conclude on February 28, 2026 unless it is extended in accordance with paragraph B below.
- B. This Agreement may be extended by mutual agreement of the parties hereto. Any extension shall be in written form, signed by both parties, and shall specify the length of the extension and compensation. The City Manager is authorized to approve the extension.

2.3. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, CITY or municipal governments for CONTRACTOR to provide the services and work in any Task Order must be procured by CONTRACTOR and be valid at the time CONTRACTOR enters into this Agreement. Further, during the term of this Agreement, CONTRACTOR must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by CONTRACTOR at no expense to the CITY. Contractor shall assist City, as appropriate, in City's application for permits and approvals typically required of an Owner.

2.4. Compensation

CONTRACTOR shall be compensated, a total value not to exceed \$200,000 under this agreement for services rendered under Section I, as more particularly described in authorized Task Orders and/or Rate Schedule attached as Exhibit A, in accordance with the terms and conditions included therein.

CONTRACTOR may update its Rate Schedule on an annual basis. CONTRACTOR may submit monthly statements for services rendered; all statements shall include adequate documentation demonstrating work performed during the billing period and shall conform to Federal Funding invoicing requirements, if applicable. It is intended that payments to CONTRACTOR will be made by CITY within thirty (30) days of receipt of invoice. CONTRACTOR's failure to secure CITY's written authorization for additional compensation or changes to the Scope of Work shall constitute a waiver of any and all right to adjustment in the price or time due, whether by way of compensation, restitution, quantum merit, or similar relief.

2.5. Employee Wages; Records; Apprentices

CONTRACTOR shall comply with the California Prevailing Wage Law to the extent it applies to work performed under this Agreement. If applicable, CONTRACTOR shall pay prevailing wages to its employees and shall comply with the additional provisions set forth below:

- A. CONTRACTOR shall pay prevailing wages to its employees on any agreement when required by applicable law. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Agreement, as determined by the Director of the State of California Department of Industrial Relations, are on file at the County's Capital Projects Office and may be obtained from the California Department of Industrial Relations website <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. CONTRACTOR shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. CONTRACTOR and all subcontractors shall keep and maintain accurate employee payroll records for Work performed under the Agreement. The payroll records shall be certified and submitted as required by law, including Labor Code Sections 1771.4 (if applicable) and 1776, including to the Labor Commissioner no less frequently than monthly. CONTRACTOR shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Agreement.
- B. CONTRACTOR acknowledges and agrees that it will comply with AB 1768 (effective January 1, 2020), which amended and expanded the definition of "construction" for which prevailing wages must be paid to include "work performed during the design, site assessment, feasibility study, and other pre-construction phases of construction...regardless of whether any further construction work is conducted..."
- C. CONTRACTOR shall forfeit, as a penalty to Owner, the penalty or penalties as provided by the California Labor Code, for each laborer, workman, or mechanic employed in performing labor in and about the Work provided for in the Agreement for each day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under the Agreement by him or her or by any Subcontractors under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the California Labor Code. The sums and amounts which shall be forfeited pursuant to this Paragraph and the terms of the California Labor Code shall be withheld and retained from payments due to CONTRACTOR the California Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by Owner. The Labor Commissioner pursuant to California Labor Code § 177 5 shall determine the final amount of forfeiture.
- D. CONTRACTOR shall insert in every subcontract or other arrangement which CONTRACTOR may make for performance of Work or labor on Work provided for in the Agreement provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a

similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the California Labor Code.

- E. CONTRACTOR and Subcontractors must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Work of the Agreement Documents. Each payroll record shall contain or be verified by a written declaration as required by Labor Code Section 1776. The payroll records enumerated above must be certified and shall be available for inspection at all reasonable hours at the principal office of CONTRACTOR as required by Labor Code Section 1776. This Project is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations.

2.6. Indemnification

- A. **Defense, Indemnity and Hold Harmless:** Consistent with Civil Code section 2782.8, CONTRACTOR specifically agrees to indemnify, defend (but for claims alleging professional liability, shall not defend) with counsel approved by CITY, and hold harmless CITY, its officers, officials and employees from and against any and all actions, claims, demands, losses, expenses (including reasonable attorneys' fees, expert fees and all other costs and fees), damages, and liabilities resulting from injury or death of a third party or injury to property of a third party incurred by or brought against City to the extent caused by CONTRACTOR's negligence, recklessness or willful misconduct in the performance of this Agreement, excepting only such injury or death as may be caused by the sole negligence or willful misconduct of CITY. The CONTRACTOR shall pay all costs that may be incurred by CITY in enforcing this indemnity, including reasonable attorneys' fees. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations contained in this Agreement.
- B. **Conflict of Interest:** Should conflict of interest principles preclude a single lawyer from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse CITY its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation. CONTRACTOR shall promptly pay any final judgment rendered against CITY (and its officers, officials and employees) with respect to claims determined by a trier of fact to have been caused by CONTRACTOR's negligent, reckless or willful misconduct. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.
- C. **Other Claims:** Further, CONTRACTOR will indemnify CITY, and hold it harmless, from an assertion that as a result of providing services to CITY, CONTRACTOR or any of its employees or

persons performing work pursuant to this Agreement is entitled to benefits from, or is covered by, the Social Security retirement system or the California Public Employees Retirement Systems. Notwithstanding the foregoing, CONTRACTOR's obligations for any payments to such claimant shall be limited to those payments which CITY may be.

- D. **Intellectual Property Indemnification:** CONTRACTOR represents that professional services provided by CONTRACTOR pursuant to this Agreement does not infringe on any other copyrighted work or intellectual property owned by others. CONTRACTOR shall defend, indemnify and hold harmless the CITY from all Liabilities, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in arising from or relating to CONTRACTOR's services provided to the CITY under this Agreement.
- E. **Subcontractor's Agreements:** CONTRACTOR shall place in its agreements with Subcontractors and cause its Subcontractors to agree to the indemnification and insurance provisions in this Agreement in favor of the CITY and the Indemnitees in the exact form and substance as those contained in this Agreement.
- F. **Duty to Cooperate:** CONTRACTOR shall notify CITY immediately in writing of any claim or damage related to activities or services performed under this Agreement. CONTRACTOR shall cooperate with CITY in the investigation and disposition of all Liabilities arising out of the activities or services under this Agreement. Without limiting the foregoing, CONTRACTOR shall take all steps necessary to assist the CITY in the defense of any and all Liabilities brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project. Any additional services or work

2.7. Indemnification and General Liability

- A. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), Consultant shall defend (but for claims alleging professional liability, shall not defend) indemnify, and hold harmless City, its officers, City Council, directors, officials and employees (collectively "Indemnitees") from and against any and all claims, suit, action, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of an employee of Consultant or its Subconsultants) expense and liability of every kind, nature, and description, at law or equity, (including without limitation, incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) incurred by Indemnitees as result of third-party tort claims to the extent cause by the negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify and Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence negligence, or willful misconduct of such Indemnitee but shall apply to all other Liabilities.

- B. Consultant shall defend (including providing legal counsel reasonably acceptable to City at no cost to City), indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, suit, liability or claims, in law or in equity, including reasonable attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by City, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.

2.8. Standard of Performance

CONTRACTOR represents to CITY that the services shall be performed in an expeditious manner, and with the degree of skill and care that is required by current, good, and sound procedures and practices (the "Standard of Performance"). CONTRACTOR further agrees that the services shall be in conformance with the Standard of Performance..

2.9. Ownership and Maintenance of Documents

All documents furnished by CONTRACTOR pursuant to this Agreement are instruments of CONTRACTOR's services in respect to this project. They are not intended nor represented to be suitable for reuse by others on extensions of this project or on any other project. Any reuse without specific written verification and adoption by CONTRACTOR for the specific purposes intended will be at user's sole risk and without liability or legal exposure and expenses to CONTRACTOR, including attorney's fees arising out of such unauthorized reuse and City agrees to indemnify, defend and hold the Contractor harmless from and against any claims or damages that may result from the subsequent use, reuse, transfer or modification of Contractor's drawings and specifications, except on projects where the Contractor has been retained to provide services

CONTRACTOR's records, documents, calculations, and all other instruments of service pertaining to actual project shall be given to CITY at the completion of the project and full payment to the Contractor. The CITY reserves the right to specify the file format that electronic document deliverables are presented to the CITY. Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by CONTRACTOR under the Agreement shall be vested in the CITY, none of which shall be used in any manner whatsoever, by any person, firm, corporation or agency without the expressed written consent of the CITY. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to the CITY without restriction or limitations on their use. CONTRACTOR may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of CITY during the term of this Agreement, unless required by law.

2.10. Suspension of Work

CITY may, at any time, by ten (10) days' written notice, suspend further performance by CONTRACTOR. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner, and CONTRACTOR shall be paid for services performed and reimbursable expenses incurred prior to the

suspension date. During the period of suspension, CONTRACTOR shall not receive any payment for services, or expenses, except for reasonable administration expenses, incurred by CONTRACTOR by reason of such suspension.

2.11. Termination

CITY may terminate this Agreement for any reason upon ten (10) days' written notice to the other party. CITY may terminate the Agreement upon five (5) days' written notice if CONTRACTOR breaches this Agreement. In the event of any termination, CONTRACTOR shall promptly deliver to the CITY any and all finished and unfinished reports or other written, recorded, photographic, or visual materials, documents, data and other deliverables ("Work Materials") prepared for the CITY prior to the effective date of such termination, all of which shall become CITY's sole property. After receipt of the Work Materials, CITY will pay CONTRACTOR for the services performed as of the effective date of the termination.

2.12. Nondiscrimination

During performance of this Agreement, CONTRACTOR and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition including genetic characteristics), marital status, age, political affiliation, sexual orientation, or sex. CONTRACTOR and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the CITY's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations. CONTRACTOR agrees that any and all violation of this provision shall constitute a material breach of the Agreement.

2.13. Conflict of Interest

- A. CONTRACTOR covenants and represents that neither it, nor any officer or principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONTRACTOR's performance of services under this Agreement. CONTRACTOR further covenants that in the performance of the Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the CITY. CONTRACTOR agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the CITY in the performance of this Agreement.
- B. CONTRACTOR is not a designated employee within the meaning of the Political Reform Act because CONTRACTOR:

1. Will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation or counsel independent of the control and direction of the CITY or of any CITY official, other than normal contract monitoring; and
2. Possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel. (2Cal. Code Regs. § 18700(a) (2))

2.14. Independent Contractor

In assuming and performing the services, CONTRACTOR is an independent contractor and shall not be eligible for any benefits, which the CITY may provide its employees, except as expressly provided for in the Agreement. All persons, if any, hired by CONTRACTOR, shall be employees or subcontractors of CONTRACTOR and shall not be construed as employees or agents of the CITY in any respect. CONTRACTOR shall have responsibility for and control over the means of providing services under this Agreement.

2.15. Compliance With Laws

CONTRACTOR shall exercise the Standard of Care to comply with all applicable federal, State of California, and local laws, rules, and regulations and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services.

2.16. Choice of Law

This Agreement shall be administered and interpreted under California law as if written by both parties. If any provision in this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state court situated in the County of Solano, State of California or, if necessary, in a federal court situated in the City and County of Sacramento, California.

2.17. Enforceability; Interpretation

In the event that any of the provisions or portions of application of any of the provisions of the Agreement are held to be illegal or invalid by a court of competent jurisdiction, CITY and CONTRACTOR shall negotiate an equitable adjustment in the provisions of the Agreement with a view toward affecting the purpose of the Agreement. The illegality or invalidity of any of the provisions or portions of application of any of the provisions of the Agreement shall not affect the legality or enforceability of the remaining provisions or portions of application of any of the provisions of the Agreement. This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

2.18. Integration

The Agreement contains the entire Agreement and understanding between the parties as to the subject matter of this Agreement. It merges and supersedes all prior or contemporaneous agreements, commitments, representation, writings, and discussions between CONTRACTOR and CITY, whether oral or written.

2.19. Successors and Assigns: No Third Party Beneficiaries; No Joint Venture

CITY and CONTRACTOR respectively, bind themselves, their successors, assigns, and legal representatives to the terms and obligations of this Agreement. CONTRACTOR shall not assign or transfer any interest in the Agreement without the CITY's prior written consent, which consent shall be in the CITY's sole discretion. Any attempted assignment or transfer in breach of this provision shall be void. This Agreement is not intended and shall not be construed to create any third party benefit the event. This Agreement is not intended and shall not be construed to create a joint venture or partnership between the parties. CONTRACTOR, its officers, employees and agents shall not have any power to bind or commit the CITY to any decision.

2.20. Financial Records

Records of CONTRACTOR's direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to CITY if and when required.

2.21. Non-Waiver

The waiver by either party of any breach of any term, covenant, or condition contained in the Agreement, or any default in their performance of any obligations under the Agreement shall not be deemed a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default constitute a continuing waiver of same.

2.22. Notices

All notices required hereunder shall be in writing by such methods as CITY and CONTRACTOR as designated below. Notice shall be deemed received three (3) days after the date of sending.

To City: Kyle Ochendusko

Public Works Director

kochendusko@ci.benicia.ca.us

To Contractor: George Hicks

Supervising/Managing Engineer

hicks@coastlandcivil.com

2.23. Non-Liability

No member of the CITY and no other officer, employee or agent of the CITY shall be personally liable to CONTRACTOR or otherwise in the event of any default or breach of the CITY, or for any amount which may become due to CONTRACTOR or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

2.24. Execution

Each individual or entity executing this Agreement on behalf of CONTRACTOR represents and warrants that he or she or it is duly authorized to execute and deliver this Agreement on behalf of CONTRACTOR and that such execution is binding upon CONTRACTOR.

This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

3. SCOPE OF WORK

3.1. Services to be provided, projects and schedule, and deliverables

Consultants shall provide on-call construction management and inspection services that may be requested by the City during the term of this agreement in a prompt, professional manner in accordance with the standards of the engineering profession. All work, unless otherwise specified, shall be performed by task order on a time and materials basis, and completed to the satisfaction of the City Engineer within the time periods allocated, or as mutually agreed to at the beginning of the assignment. Scope of services shall generally include, but not be limited to, the following:

1. Construction Management and Inspection Services

Tasks including, but not limited to, the following:

A. Construction Management:

- Construction Management Services during Pre-Construction
- Review contract documents including plans and specifications
- Review Traffic Control Plans
- Facilitate the Pre-Construction Conference
- Construction Management Services during Construction
- Project coordination and correspondence
- Schedule management, progress meetings and reports
- Monitor project funding. Review “schedule of values” and contract item payments, material quantities, and change order payments.
- Labor compliance assurance
- Public relations

Title: ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS

#23-049

- Site safety monitoring
- Monthly payment review and recommendation
- Submittal review and management
- Requests for Information (RFI)
- Contract Change Orders (CCO)
- Construction observation services and project documentation
- Preliminary claim mitigation and resolution
- Construction Management Services during Post-Construction
- Perform final observation/walkthrough
- “As-Built” drawings
- Project completion report
- Record drawings input, review, O&Ms
- Final pay application

B. Construction Inspection:

- Construction inspection of various projects.
- Field visits for each assigned project as directed by the City. During each site visit, the inspector shall observe and make a written report of relevant items, including the date and time of visit (arrival and departure), the weather conditions at the site, a list of all persons present at the site including employees, subcontractors, and others; a description of the site conditions regarding status of construction and other relevant conditions; a description of all materials stored on site; a description of all major equipment on site; a description of activity at the site including work being performed, materials being installed, equipment active versus idle, laborers active versus idle; monitoring of traffic control and safety operations, etc. The inspector's daily report for each project shall be submitted to the City no later than 24 hours following the date and time of the inspector's visit.
- Comparison of the material quality of the work to the requirements of the contract (including all relevant plans, specifications, submittals and schedule). The inspector's comparisons shall include checking grades, sizes, elevations and locations of structures, field measurements, and traffic control. The inspector shall note any deficiencies or deviations in the contractor's work (including: contractor behind schedule, areas of work which do not conform to the plans and specifications, materials which do not conform to the plans and specifications, and areas of work which were performed without obtaining an inspection required).
- Notification of any deficiencies or deviations in the contractor's work. Inspector shall immediately notify the City and provide a draft report of deficient work.

- Immediate notification to the authorized contractor representative, and the City, in the event that the inspector observes, or otherwise learns of, an issue at the construction site which involves a risk of imminent harm to person or property. The inspector shall take such action which, under the circumstances and the professional opinion of the inspector, will lead to a timely resolution of the risk of harm. The inspector shall follow up with a written report to the City.
- Take pre-project photographs of active project site(s) and progress photographs on a daily basis, sufficient in number to depict the pre-project conditions and the scope of major activities being performed by the contractor.
- Preparation of punch lists summarizing the items not completed by the contractor in accordance with project plans, specifications and/or contract documents, as directed by the City.
- Tracking and documenting changes to the project and submittal of a "red-line" markup of the project plans to the City.

4. INSURANCE REQUIREMENTS

4.1. INSURANCE REQUIREMENTS

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated March 6, 2023, by and between Coastland Civil Engineering, hereinafter referred to as "Consultant", and the City of Benicia, hereinafter referred to as "City", providing for professional services.

4.2. 1. Consultant's Duty to Show Proof of Insurance

Consultant, in order to protect City and its City Council members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Consultant's acts, errors, or omissions in connection with the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Consultant shall not perform any work under this Agreement until Consultant has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the City's authorized insurance tracking platform. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, Consultant shall promptly deliver to City a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to City prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Consultant or City as an additional insured.

4.3. Insurance Requirements: Commercial General Liability Insurance

Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the City), Products-Completed Operations Hazard, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Consultant's performance of services under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Consultant shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence and four million dollars (\$4,000,000) aggregate.

4.4. Business Automobile Liability Insurance

Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of Services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence.

4.5. Workers' Compensation Insurance

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

4.6. Professional Liability Insurance

Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, all negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

4.7. Self-Insured Retention

Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of insurance or other documentation provided to City and must be approved by the City Risk Manager.

4.8. Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either (i) maintain said coverage for at least five (5) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than five (5) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

4.9. Insurance terms and conditions:

3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Consultant shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Consultant in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

3.2 All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII Any exception to these requirements must be approved by the City Risk Manager.

3.3 If Consultant is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the insurance coverages and endorsements required above. The City will not accept such coverage unless the City determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Consultant is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3.5 Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the City from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

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

Title: ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS

#23-049

to reimburse City for the premiums and any associated costs, Consultant agrees to reimburse City for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by City to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

3.7 Should any of the required insurance (other than errors and omissions insurance) be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defenses costs be included in such general aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limit specified above.

3.8 City may (but is under no obligation to) secure project-specific insurance, wrap-up insurance, or administer an owner controlled insurance program ("OCIP"), in which case Consultant and its subconsultants shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Consultant's fees under this Agreement (and the fee of its subconsultants under subconsultant agreements) shall be reduced by the amount of insurance premiums that may be avoided by Consultant and its subconsultants by virtue of the City's obtaining the project-specific insurance, wrap-up insurance or administering an OCIP, and the exclusion of this project from coverage of Consultant's and subconsultants policies. Construction Manager and its subconsultants shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

Title: ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS

#23-049

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

“Coastland Civil Engineering”

By: Heidi E. Uttaback
Its: CEO Corp. Secretary

“City”

DocuSigned by:
By: Mario Giuliani
9FA31784A98E490...
Its: Interim City Manager

“Department”

DocuSigned by:
By: Kyle Ochendusko
2AA567697FAB4EF...
Its: Public Works Director

“City Attorney”

DocuSigned by:
By: Ben Stock
3294F30F0AD74E3...
Its: City Attorney

FIRST AMENDMENT TO AGREEMENT

This FIRST Amendment of the Agreement, entered into May 21, 2024, by and between the City of Benicia, a municipal corporation (hereinafter "CITY") and Coastland Civil Engineering, a Limited Liability Partnership, with its primary office located at 1400 Neotomas Ave., Santa Rosa, CA 95405, (hereinafter "CONTRACTOR"), is made with reference to the following:

1. Recitals

A. On March 6, 2023, an agreement identified as Contract ID # 23-049 was entered into by and between CITY and CONTRACTOR, ("Agreement"); and

B. CITY and CONTRACTOR desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

2. Amendments

2.1. Compensation

Compensation paragraph of the Agreement is modified to: This contract is being increased in the amount of \$200,000, for a new total amount not to exceed \$400,000.

2.2. End of Amendments

Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused the modification of Agreement to be executed on May 21, 2024.

[SIGNATURES ON THE FOLLOWING PAGE]

Title: ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS #23-049

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

“Coastland Civil Engineering”

By: 

Its: CEO

“City”

By: DocuSigned by:
 6/6/2024
9FA31784A98E490...

Its: City Manager

“City Attorney”

By: DocuSigned by:
 6/5/2024
3294F30F0AD74E3...

Its: City Attorney

1.1. Recitals

23-055

PROFESSIONAL SERVICES MASTER AGREEMENT

BETWEEN

CITY OF BENICIA AND

Cullen-Sherry & Associates, inc.

This Professional Services Master Agreement ("Agreement") is dated March 6, 2023, and is by and between the City of Benicia, a political subdivision of the State of California ("CITY") and Cullen-Sherry & Associates, inc., a California Corporation located at P.O. Box 591, Benicia, CA 94510, licensed to do business in California, ("CONTRACTOR") relating to ON-CALL ENGINEERING DESIGN AND PROJECT MANAGEMENT SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS Services ("Services").

Recitals

THE PARTIES ENTER THIS AGREEMENT based on the following facts, understandings and intentions;

WHEREAS, services of an outside organization to help the City with engineering design and project management services is needed;

WHEREAS, City wishes to retain CONTRACTOR to provide ON-CALL ENGINEERING DESIGN AND PROJECT MANAGEMENT SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS services and related services;

WHEREAS, CONTRACTOR was selected by means of City's selection process, and represents that they possess all necessary training, licenses and permits to perform the services required by City as set forth in this Agreement, and that their performance of such services will conform to the standard of practice consistent with a firm having experience and expertise in performing professional services of like nature and complexity working on similar, successfully completed projects;

WHEREAS, the services proposed in this Agreement are professional and temporary in nature;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, stipulated and agreed, the parties agree as follows:

2. **AGREEMENT**

2.1. Services Contractor Agrees to Perform

CONTRACTOR shall provide services for specific projects as may be requested by CITY; such services shall be defined, scheduled and authorized in subsequent Task Orders. Services may include, but not be limited to:

- A. ENGINEERING DESIGN SERVICES
- B. PROJECT MANAGEMENT SERVICES

Title: ON-CALL ENGINEERING DESIGN AND PROJECT MANAGEMENT SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS #23-055

CONTRACTOR shall be an independent contractor and shall have responsibilities for and control over the details and means of providing its services under this Agreement. CONTRACTOR agrees that its services shall be performed with due diligence and in accordance with generally accepted engineering practices.

CONTRACTOR shall use its best efforts to perform and coordinate all activities in a timely manner so that the projects will be completed according to the established project schedules.

2.2. Term of Agreement

- A. This Agreement will conclude on February 28, 2026 unless it is extended in accordance with paragraph B below.
- B. This Agreement may be extended by mutual agreement of the parties hereto. Any extension shall be in written form, signed by both parties, and shall specify the length of the extension and compensation. The City Manager is authorized to approve the extension.

2.3. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, CITY or municipal governments for CONTRACTOR to provide the services and work in any Task Order must be procured by CONTRACTOR and be valid at the time CONTRACTOR enters into this Agreement. Further, during the term of this Agreement, CONTRACTOR must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by CONTRACTOR at no expense to the CITY.

2.4. Compensation

CONTRACTOR shall be compensated, a total value not to exceed \$200,000 under this agreement for services rendered under Section I, as more particularly described in authorized Task Orders and/or Rate Schedule attached as Exhibit A, in accordance with the terms and conditions included therein.

CONTRACTOR may update its Rate Schedule on an annual basis. CONTRACTOR may submit monthly statements for services rendered; all statements shall include adequate documentation demonstrating work performed during the billing period and shall conform to Federal Funding invoicing requirements, if applicable. It is intended that payments to CONTRACTOR will be made by CITY within thirty (30) days of receipt of invoice. CONTRACTOR's failure to secure CITY's written authorization for additional compensation or changes to the Scope of Work shall constitute a waiver of any and all right to adjustment in the price or time due, whether by way of compensation, restitution, quantum merit, or similar relief.

2.5. Employee Wages; Records; Apprentices

CONTRACTOR shall comply with the California Prevailing Wage Law to the extent it applies to work performed under this Agreement. If applicable, CONTRACTOR shall pay prevailing wages to its employees and shall comply with the additional provisions set forth below:

- A. CONTRACTOR shall pay prevailing wages to its employees on any agreement when required by applicable law. Copies of the general prevailing rates of per diem wages for each craft,

classification, or type of worker needed to execute the Agreement, as determined by the Director of the State of California Department of Industrial Relations, are on file at the County's Capital Projects Office and may be obtained from the California Department of Industrial Relations website <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. CONTRACTOR shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. CONTRACTOR and all subcontractors shall keep and maintain accurate employee payroll records for Work performed under the Agreement. The payroll records shall be certified and submitted as required by law, including Labor Code Sections 1771.4 (if applicable) and 1776, including to the Labor Commissioner no less frequently than monthly. CONTRACTOR shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Agreement.

- B. CONTRACTOR acknowledges and agrees that it will comply with AB 1768 (effective January 1, 2020), which amended and expanded the definition of "construction" for which prevailing wages must be paid to include "work performed during the design, site assessment, feasibility study, and other pre-construction phases of construction...regardless of whether any further construction work is conducted..."
- C. CONTRACTOR shall forfeit, as a penalty to Owner, the penalty or penalties as provided by the California Labor Code, for each laborer, workman, or mechanic employed in performing labor in and about the Work provided for in the Agreement for each day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under the Agreement by him or her or by any Subcontractors under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the California Labor Code. The sums and amounts which shall be forfeited pursuant to this Paragraph and the terms of the California Labor Code shall be withheld and retained from payments due to CONTRACTOR the California Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by Owner. The Labor Commissioner pursuant to California Labor Code § 177 5 shall determine the final amount of forfeiture.
- D. CONTRACTOR shall insert in every subcontract or other arrangement which CONTRACTOR may make for performance of Work or labor on Work provided for in the Agreement provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the California Labor Code.
- E. CONTRACTOR and Subcontractors must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice,

worker, or other employee employed by him or her in connection with the Work of the Agreement Documents. Each payroll record shall contain or be verified by a written declaration as required by Labor Code Section 1776. The payroll records enumerated above must be certified and shall be available for inspection at all reasonable hours at the principal office of CONTRACTOR as required by Labor Code Section 1776. This Project is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations.

2.6. Indemnification

- A. **Defense, Indemnity and Hold Harmless:** Consistent with Civil Code section 2782.8, CONTRACTOR specifically agrees to indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, agents, employees, and volunteers from and against any and all actions, claims, demands, losses, expenses (including attorneys' fees, expert fees and all other costs and fees), damages, and liabilities resulting from injury or death of a person or injury to property, arising out of or in any way connected with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of this Agreement, excepting only such injury or death as may be caused by the sole active negligence or willful misconduct of CITY. The CONTRACTOR shall pay all costs that may be incurred by CITY in enforcing this indemnity, including reasonable attorneys' fees. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations contained in this Agreement.
- B. **Conflict of Interest:** Should conflict of interest principles preclude a single lawyer from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse CITY its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation. CONTRACTOR shall promptly pay any final judgment rendered against CITY (and its officers, officials, agents, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.
- C. **Other Claims:** Further, CONTRACTOR will indemnify CITY, and hold it harmless, from an assertion that as a result of providing services to CITY, CONTRACTOR or any of its employees or persons performing work pursuant to this Agreement is entitled to benefits from, or is covered by, the Social Security retirement system or the California Public Employees Retirement Systems. Notwithstanding the foregoing, CONTRACTOR's obligations for any payments to such claimant shall be limited to those payments which CITY may be.
- D. **Intellectual Property Indemnification:** CONTRACTOR represents that professional services provided by CONTRACTOR pursuant to this Agreement does not infringe on any other copyrighted work or intellectual property owned by others. CONTRACTOR shall defend,

indemnify and hold harmless the CITY from all Liabilities, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in arising from or relating to CONTRACTOR's services provided to the CITY under this Agreement.

- E. **Subcontractor's Agreements:** CONTRACTOR shall place in its agreements with Subcontractors and cause its Subcontractors to agree to the indemnification and insurance provisions in this Agreement in favor of the CITY and the Indemnitees in the exact form and substance as those contained in this Agreement.
- F. **Duty to Cooperate:** CONTRACTOR shall notify CITY immediately in writing of any claim or damage related to activities or services performed under this Agreement. CONTRACTOR shall cooperate with CITY in the investigation and disposition of all Liabilities arising out of the activities or services under this Agreement. Without limiting the foregoing, CONTRACTOR shall take all steps necessary to assist the CITY in the defense of any and all Liabilities brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project. Any additional services or work

2.7. Indemnification and General Liability

- A. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), Consultant shall defend, indemnify, and hold harmless City, its officers, City Council, directors, officials, agents employees, and volunteers (collectively "Indemnitees") from and against any and all claims, suit, action, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of an employee of Consultant or its Subconsultants) expense and liability of every kind, nature, and description, at law or equity, that arises out of, pertain to, or relate to (including without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) any negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify and Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence active negligence, or willful misconduct of such Indemnitee but shall apply to all other Liabilities.
- B. Consultant shall defend (including providing legal counsel reasonably acceptable to City at no cost to City), indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, suit, liability or claims, in law or in equity, including attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by City, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.

2.8. Standard of Performance

CONTRACTOR represents to CITY that the services shall be performed in an expeditious manner, and with the degree of skill and care that is required by current, good, and sound procedures and practices. CONTRACTOR further agrees that the services shall be in conformance with generally accepted professional standards prevailing at the time the work is performed.

2.9. Ownership and Maintenance of Documents

All documents furnished by CONTRACTOR pursuant to this Agreement are instruments of CONTRACTOR's services in respect to this project. They are not intended nor represented to be suitable for reuse by others on extensions of this project or on any other project. Any reuse without specific written verification and adoption by CONTRACTOR for the specific purposes intended will be at user's sole risk and without liability or legal exposure and expenses to CONTRACTOR, including attorney's fees arising out of such unauthorized reuse.

CONTRACTOR's records, documents, calculations, and all other instruments of service pertaining to actual project shall be given to CITY at the completion of the project. The CITY reserves the right to specify the file format that electronic document deliverables are presented to the CITY. Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by CONTRACTOR under the Agreement shall be vested in the CITY, none of which shall be used in any manner whatsoever, by any person, firm, corporation or agency without the expressed written consent of the CITY. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to the CITY without restriction or limitations on their use. CONTRACTOR may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of CITY during the term of this Agreement, unless required by law.

2.10. Suspension of Work

CITY may, at any time, by ten (10) days' written notice, suspend further performance by CONTRACTOR. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner, and CONTRACTOR shall be paid for services performed and reimbursable expenses incurred prior to the suspension date. During the period of suspension, CONTRACTOR shall not receive any payment for services, or expenses, except for reasonable administration expenses, incurred by CONTRACTOR by reason of such suspension.

2.11. Termination

CITY may terminate this Agreement for any reason upon ten (10) days' written notice to the other party. CITY may terminate the Agreement upon five (5) days' written notice if CONTRACTOR breaches this Agreement. In the event of any termination, CONTRACTOR shall promptly deliver to the CITY any and all finished and unfinished reports or other written, recorded, photographic, or visual materials, documents, data and other deliverables ("Work Materials") prepared for the CITY prior to the effective date of such termination, all of which shall become CITY's sole property. After receipt of the Work Materials, CITY will pay CONTRACTOR for the services performed as of the effective date of the termination.

2.12. Nondiscrimination

During performance of this Agreement, CONTRACTOR and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition including genetic characteristics), marital status, age, political affiliation, sexual orientation, or sex. CONTRACTOR and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the CITY's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections I 101, 1102and1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations. CONTRACTOR agrees that any and all violation of this provision shall constitute a material breach of the Agreement.

2.13. Conflict of Interest

- A. CONTRACTOR covenants and represents that neither it, nor any officer or principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONTRACTOR's performance of services under this Agreement. CONTRACTOR further covenants that in the performance of the Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the CITY. CONTRACTOR agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the CITY in the performance of this Agreement.
- B. CONTRACTOR is not a designated employee within the meaning of the Political Reform Act because CONTRACTOR:
 1. Will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation or counsel independent of the control and direction of the CITY or of any CITY official, other than normal contract monitoring; and
 2. Possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel. (2Cal. Code Regs. § 18700(a) (2))

2.14. Independent Contractor

In assuming and performing the services, CONTRACTOR is an independent contractor and shall not be eligible for any benefits, which the CITY may provide its employees, except as expressly provided for in the Agreement. All persons, if any, hired by CONTRACTOR, shall be employees or subcontractors of CONTRACTOR and shall not be construed as employees or agents of the CITY in any respect. CONTRACTOR shall have responsibility for and control over the means of providing services under this Agreement.

2.15. Compliance With Laws

CONTRACTOR shall comply with all applicable federal, State of California, and local laws, rules, and regulations and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services.

2.16. Choice of Law

This Agreement shall be administered and interpreted under California law as if written by both parties. If any provision in this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state court situated in the County of Solano, State of California or, if necessary, in a federal court situated in the City and County of Sacramento, California.

2.17. Enforceability; Interpretation

In the event that any of the provisions or portions of application of any of the provisions of the Agreement are held to be illegal or invalid by a court of competent jurisdiction, CITY and CONTRACTOR shall negotiate an equitable adjustment in the provisions of the Agreement with a view toward affecting the purpose of the Agreement. The illegality or invalidity of any of the provisions or portions of application of any of the provisions of the Agreement shall not affect the legality or enforceability of the remaining provisions or portions of application of any of the provisions of the Agreement. This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

2.18. Integration

The Agreement contains the entire Agreement and understanding between the parties as to the subject matter of this Agreement. It merges and supersedes all prior or contemporaneous agreements, commitments, representation, writings, and discussions between CONTRACTOR and CITY, whether oral or written.

2.19. Successors and Assigns: No Third Party Beneficiaries; No Joint Venture

CITY and CONTRACTOR respectively, bind themselves, their successors, assigns, and legal representatives to the terms and obligations of this Agreement. CONTRACTOR shall not assign or transfer any interest in the Agreement without the CITY's prior written consent, which consent shall be in the CITY's sole discretion. Any attempted assignment or transfer in breach of this provision shall be void. This Agreement is not intended and shall not be construed to create any third party benefit. This Agreement is not intended and shall not be construed to create a joint venture or partnership between the parties. CONTRACTOR, its officers, employees and agents shall not have any power to bind or commit the CITY to any decision.

2.20. [Financial Records](#)

Records of CONTRACTOR's direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to CITY if and when required.

2.21. [Non-Waiver](#)

The waiver by either party of any breach of any term, covenant, or condition contained in the Agreement, or any default in their performance of any obligations under the Agreement shall not be deemed a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default constitute a continuing waiver of same.

2.22. [Notices](#)

All notices required hereunder shall be in writing by such methods as CITY and CONTRACTOR as designated below. Notice shall be deemed received three (3) days after the date of sending.

To City: Kyle Ochendusko

Public Works Director

kochendusko@ci.benicia.ca.us

To Contractor: Rod Sherry

Project Manager/President

rsherry@csa-engineers.com

2.23. [Non-Liability](#)

No member of the CITY and no other officer, employee or agent of the CITY shall be personally liable to CONTRACTOR or otherwise in the event of any default or breach of the CITY, or for any amount which may become due to CONTRACTOR or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

2.24. [Execution](#)

Each individual or entity executing this Agreement on behalf of CONTRACTOR represents and warrants that he or she or it is duly authorized to execute and deliver this Agreement on behalf of CONTRACTOR and that such execution is binding upon CONTRACTOR.

This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

3. SCOPE OF WORK

3.1. Services to be provided, projects and schedule, and deliverables

Consultant shall provide on-call general engineering services that may be requested by the City during the term of this agreement in a prompt, professional manner in accordance with the standards of the engineering profession. All work, unless otherwise specified, shall be performed by task order on a time and materials basis, and completed to the satisfaction of the City Engineer within the time periods allocated, or as mutually agreed to at the beginning of the assignment. Scope of services shall generally include, but not be limited to, the following:

1. General Engineering:

Tasks including, but not limited to, the following:

- Ad-hoc engineering analysis/technical memoranda.
- Management of small to medium maintenance projects including preparation of engineering studies, project planning, and coordination with other agencies and utilities.
- Preparation of environmental documents and implementation of mitigation measures in project design.
- Preparation of permit applications from appropriate agencies.
- Perform project design at the 35%, 65%, 95% and 100% levels including plans, specifications, estimate, and schedule as required by the City.
- Provide design support services during construction and prepare final record drawings based on as-built drawings provided by the City.
- Development and capital improvement plan checking for conformance with City of Benicia Engineering Design Standards and Standard Plans (City Standards), Regional Water Quality Control Board requirements, State of California Standards and industry standards as applicable.

2. Project Management

Tasks including, but not limited to, the following:

- Develop projects scope of work, coordinates and monitors project development teams, project schedules and budgets.
- Serve as liaison between City personnel, contractors, consultants, and the public for assigned projects.
- Prepare, disseminate, and oversee project budgets, requests for proposals, agreements, contracts, invitation for bids, and purchase orders.
- Manage various consultant agreements through the planning, design, construction, testing, operations, and maintenance phases of a project.
- Evaluate project bids and proposals and make recommendations for award of contracts and execution of agreements.

- Ensure that project plans, specifications, and estimate are reviewed and approved for construction.
- Monitor project progress, attend project meetings, and prepare and submit status reports.
- Oversee project construction, ensures that the projects are constructed in accordance with the project's approved plans and specifications, and close out project documentation and archives appropriate records.
- Prepare, negotiate, substantiate, and maintain control of all potential project construction change orders, tracks all project costs and reviews and approves progress payments.
- Develop and update project schedules.
- Apply for permits and utility services necessary for the project.
- Compose and prepare reports, resolutions and agreements for the City Council seeking approval of contracts or acceptance of projects.
- Interface with other City departments, outside agencies and consulting firms as necessary to complete assignments.

4. INSURANCE REQUIREMENTS

4.1. INSURANCE REQUIREMENTS

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated March 6, 2023, by and between Cullen-Sherry & Associates, inc., hereinafter referred to as "Consultant", and the City of Benicia, hereinafter referred to as "City", providing for professional services.

4.2. 1. Consultant's Duty to Show Proof of Insurance

Consultant, in order to protect City and its City Council members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Consultant's acts, errors, or omissions in connection with the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Consultant shall not perform any work under this Agreement until Consultant has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the City's authorized insurance tracking platform. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, Consultant shall promptly deliver to City a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to City prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Consultant or City as an additional insured.

4.3. Insurance Requirements: Commercial General Liability Insurance

Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the City), Products-Completed Operations Hazard, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Consultant's performance of services under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Consultant shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence and four million dollars (\$4,000,000) aggregate.

4.4. Business Automobile Liability Insurance

Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of Services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence.

4.5. Workers' Compensation Insurance

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

4.6. Professional Liability Insurance

Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, all negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

4.7. Self-Insured Retention

Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of insurance or other documentation provided to City and must be approved by the City Risk Manager.

4.8. Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either (i) maintain said coverage for at least five (5) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than five (5) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

4.9. Insurance terms and conditions:

3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Consultant shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Consultant in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

3.2 All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII Any exception to these requirements must be approved by the City Risk Manager.

3.3 If Consultant is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the insurance coverages and endorsements required above. The City will not accept such coverage unless the City determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Consultant is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3.5 Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the City from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

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

Title: ON-CALL ENGINEERING DESIGN AND PROJECT MANAGEMENT SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS

#23-055

to reimburse City for the premiums and any associated costs, Consultant agrees to reimburse City for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by City to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

3.7 Should any of the required insurance (other than errors and omissions insurance) be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defenses costs be included in such general aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limit specified above.

3.8 City may (but is under no obligation to) secure project-specific insurance, wrap-up insurance, or administer an owner controlled insurance program ("OCIP"), in which case Consultant and its subconsultants shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Consultant's fees under this Agreement (and the fee of its subconsultants under subconsultant agreements) shall be reduced by the amount of insurance premiums that may be avoided by Consultant and its subconsultants by virtue of the City's obtaining the project-specific insurance, wrap-up insurance or administering an OCIP, and the exclusion of this project from coverage of Consultant's and subconsultants policies. Construction Manager and its subconsultants shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

Title: ON-CALL ENGINEERING DESIGN AND PROJECT MANAGEMENT SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS #23-055

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

“Cullen-Sherry & Associates, inc.”

By: 

Its: President

“City”

By: DocuSigned by:  9FA31784A98E490...

Its: Interim City Manager

“Department”

By: DocuSigned by:  2AA567697FAB4EF...

Its: Deputy Public Works Director - Utilities

“City Attorney”

By: DocuSigned by:  3294F30F0AD74E3...

Its: City Attorney

FIRST AMENDMENT TO AGREEMENT

This FIRST Amendment of the Agreement, entered into November 19, 2024, by and between the City of Benicia, a municipal corporation (hereinafter "CITY") and Cullen-Sherry & Associates, inc., a Corporation , with its primary office located at P.O. Box 591, Benicia, CA 94510, (hereinafter "CONTRACTOR"), is made with reference to the following:

1. Recitals

A. On March 6, 2023, an agreement identified as Contract ID # 23-055 was entered into by and between CITY and CONTRACTOR, ("Agreement"); and

B. CITY and CONTRACTOR desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

2. Amendments

2.1. Compensation

Compensation paragraph of the Agreement is modified to: This contract is being increased in the amount of \$300,000, for a new total amount not to exceed \$500,000.

2.2. End of Amendments

Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused the modification of Agreement to be executed on November 19, 2024.

[SIGNATURES ON THE FOLLOWING PAGE]

Title: ON-CALL ENGINEERING DESIGN AND PROJECT MANAGEMENT SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS #23-055

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

“Cullen-Sherry & Associates, inc.”

By: 

Its: President

“City”

By: DocuSigned by:
 12/13/2024
9FA31784A98E490...

Its: City Manager

“City Attorney”

By: Signed by:
 11/25/2024
3294F30F0AD74E3...

Its: City Attorney

1.1. Recitals

23-053

PROFESSIONAL SERVICES MASTER AGREEMENT

BETWEEN

CITY OF BENICIA AND

Haley & Aldrich, Inc.

This Professional Services Master Agreement ("Agreement") is dated March 6, 2023, and is by and between the City of Benicia, a political subdivision of the State of California ("CITY") and Haley & Aldrich, Inc. a Delaware Corporation located at 785 Ygnacio Valley Road, Walnut Creek, CA 94596, licensed to do business in California, ("CONSULTANT") relating to ON-CALL ENGINEERING DESIGN AND PROJECT MANAGEMENT SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS Services ("Services").

Recitals

THE PARTIES ENTER THIS AGREEMENT based on the following facts, understandings and intentions;

WHEREAS, services of an outside organization to help the City with engineering design and project management services is needed;

WHEREAS, City wishes to retain CONSULTANT to provide ON-CALL ENGINEERING DESIGN AND PROJECT MANAGEMENT SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS services and related services;

WHEREAS, CONSULTANT was selected by means of City's selection process, and represents that they possess all necessary training, licenses and permits to perform the services required by City as set forth in this Agreement, and that their performance of such services will conform to the standard of practice consistent with a firm having experience and expertise in performing professional services of like nature and complexity working on similar, successfully completed projects;

WHEREAS, the services proposed in this Agreement are professional and temporary in nature;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, stipulated and agreed, the parties agree as follows:

2. **AGREEMENT**

2.1. Services Consultant Agrees to Perform

CONSULTANT shall provide services for specific projects as may be requested by CITY; such services shall be defined, scheduled and authorized in subsequent Task Orders. Services may include, but not be limited to:

- A. ENGINEERING DESIGN SERVICES
- B. PROJECT MANAGEMENT SERVICES

Title: ON-CALL ENGINEERING DESIGN AND PROJECT MANAGEMENT SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS #23-053

CONSULTANT shall be an independent contractor and shall have responsibilities for and control over the details and means of providing its services under this Agreement. CONSULTANT agrees that its services shall be performed with due diligence and in accordance with generally accepted engineering practices.

CONSULTANT shall use its best efforts to perform and coordinate all activities in a timely manner so that the projects will be completed according to the established project schedules.

2.2. Term of Agreement

- A. This Agreement will conclude on February 28, 2026 unless it is extended in accordance with paragraph B below.
- B. This Agreement may be extended by mutual agreement of the parties hereto. Any extension shall be in written form, signed by both parties, and shall specify the length of the extension and compensation. The City Manager is authorized to approve the extension.

2.3. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, CITY, or municipal governments for CONSULTANT to provide the services and work in any Task Order must be procured by CONSULTANT and be valid at the time CONSULTANT enters into this Agreement. Further, during the term of this Agreement, CONSULTANT must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by CONSULTANT at no expense to the CITY.

2.4. Compensation

CONSULTANT shall be compensated, a total value not to exceed \$200,000 under this agreement for services rendered under Section I, as more particularly described in authorized Task Orders and/or Rate Schedule attached as Exhibit A, in accordance with the terms and conditions included therein.

CONSULTANT may update its Rate Schedule on an annual basis. CONSULTANT may submit monthly statements for services rendered; all statements shall include adequate documentation demonstrating work performed during the billing period and shall conform to Federal Funding invoicing requirements, if applicable. It is intended that payments to CONSULTANT will be made by CITY within thirty (30) days of receipt of invoice. CONSULTANT's failure to secure CITY's written authorization for additional compensation or changes to the Scope of Work shall constitute a waiver of any and all right to adjustment in the price or time due, whether by way of compensation, restitution, quantum merit, or similar relief.

2.5. Employee Wages; Records; Apprentices

CONSULTANT shall comply with the California Prevailing Wage Law to the extent it applies to work performed under this Agreement. If applicable, CONSULTANT shall pay prevailing wages to its employees and shall comply with the additional provisions set forth below:

- A. CONSULTANT shall pay prevailing wages to its employees on any agreement when required by applicable law. Copies of the general prevailing rates of per diem wages for each craft,

Title: ON-CALL ENGINEERING DESIGN AND PROJECT MANAGEMENT SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS #23-053

classification, or type of worker needed to execute the Agreement, as determined by the Director of the State of California Department of Industrial Relations, are on file at the County's Capital Projects Office and may be obtained from the California Department of Industrial Relations website <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. CONSULTANT shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. CONSULTANT and all subcontractors shall keep and maintain accurate employee payroll records for Work performed under the Agreement. The payroll records shall be certified and submitted as required by law, including Labor Code Sections 1771.4 (if applicable) and 1776, including to the Labor Commissioner no less frequently than monthly. CONSULTANT shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Agreement.

- B. CONSULTANT acknowledges and agrees that it will comply with AB 1768 (effective January 1, 2020), which amended and expanded the definition of "construction" for which prevailing wages must be paid to include "work performed during the design, site assessment, feasibility study, and other pre-construction phases of construction...regardless of whether any further construction work is conducted..."
- C. CONSULTANT shall forfeit, as a penalty to Owner, the penalty or penalties as provided by the California Labor Code, for each laborer, workman, or mechanic employed in performing labor in and about the Work provided for in the Agreement for each day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under the Agreement by him or her or by any Subcontractors under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the California Labor Code. The sums and amounts which shall be forfeited pursuant to this Paragraph and the terms of the California Labor Code shall be withheld and retained from payments due to CONSULTANT the California Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by Owner. The Labor Commissioner pursuant to California Labor Code § 177.5 shall determine the final amount of forfeiture.
- D. CONSULTANT shall insert in every subcontract or other arrangement which CONSULTANT may make for performance of Work or labor on Work provided for in the Agreement provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the California Labor Code.
- E. CONSULTANT and Subcontractors must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice,

Title: ON-CALL ENGINEERING DESIGN AND PROJECT MANAGEMENT SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS #23-053

worker, or other employee employed by him or her in connection with the Work of the Agreement Documents. Each payroll record shall contain or be verified by a written declaration as required by Labor Code Section 1776. The payroll records enumerated above must be certified and shall be available for inspection at all reasonable hours at the principal office of CONSULTANT as required by Labor Code Section 1776. This Project is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations.

2.6. Indemnification and General Liability

- A. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), Consultant shall defend, indemnify, and hold harmless City, its officers, City Council, directors, officials, employees, and volunteers (collectively "Indemnitees") from and against any and all claims, suit, action, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of an employee of Consultant or its Subconsultants) expense and liability of every kind, nature, and description, at law or equity, to the extent caused by (including without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) any negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify and Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the negligence active negligence, or willful misconduct of such Indemnitee but shall apply to all other Liabilities. Consultant shall in no case be required to pay any amount disproportionate to Consultant's negligence, recklessness, or willful misconduct. CONSULTANT has no obligation to pay for any of the indemnitees' defense related cost prior to a final determination of liability or to pay any amount that exceeds CONSULTANT's finally determined percentage of liability based upon the comparative fault of CONSULTANT.
- B. CONSULTANT shall indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, suit, liability or claims, in law or in equity, including attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by City, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.
- C. **Other Claims:** CONSULTANT will indemnify CITY, and hold it harmless, from an assertion that as a result of providing services to CITY, CONSULTANT or any of its employees or persons performing work pursuant to this Agreement is entitled to benefits from, or is covered by, the Social Security retirement system or the California Public Employees Retirement Systems.
- D. **Subcontractor's Agreements:** CONSULTANT shall place in its agreements with Subcontractors and cause its Subcontractors to agree to the indemnification and insurance provisions in this

Title: ON-CALL ENGINEERING DESIGN AND PROJECT MANAGEMENT SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS #23-053

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

- E. **Duty to Cooperate:** CONSULTANT shall notify CITY immediately in writing of any claim or damage related to activities or services performed under this Agreement. CONSULTANT shall cooperate with CITY in the investigation and disposition of all Liabilities arising out of the activities or services under this Agreement. Without limiting the foregoing, CONSULTANT shall take all steps necessary to assist the CITY in the defense of any and all Liabilities brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project. Any additional services or work

2.7. Standard of Performance

CONSULTANT represents to CITY that the services shall be performed in an expeditious manner, and with the degree of skill and care that is required by current, good, and sound procedures and practices. CONSULTANT further agrees that the services shall be in conformance with generally accepted professional standards prevailing at the time the work is performed.

2.8. Ownership and Maintenance of Documents

All documents furnished by CONSULTANT pursuant to this Agreement are instruments of CONSULTANT's services in respect to this project. They are not intended nor represented to be suitable for reuse by others on extensions of this project or on any other project. Any reuse without specific written verification and adoption by CONSULTANT for the specific purposes intended will be at user's sole risk and without liability or legal exposure and expenses to CONSULTANT, including attorney's fees arising out of such unauthorized reuse.

CONSULTANT's records, documents, calculations, and all other instruments of service pertaining to actual project shall be given to CITY at the completion of the project. The CITY reserves the right to specify the file format that electronic document deliverables are presented to the CITY. Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by CONSULTANT under the Agreement shall be vested in the CITY, none of which shall be used in any manner whatsoever, by any person, firm, corporation or agency without the expressed written consent of the CITY. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to the CITY without restriction or limitations on their use. CONSULTANT may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of CITY during the term of this Agreement, unless required by law.

2.9. Suspension of Work

CITY may, at any time, by ten (10) days' written notice, suspend further performance by CONSULTANT. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner, and CONSULTANT shall be paid for services performed and reimbursable expenses incurred prior to the suspension date. During the period of suspension, CONSULTANT shall not receive any payment for

Title: ON-CALL ENGINEERING DESIGN AND PROJECT MANAGEMENT SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS #23-053

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

2.10. Termination

CITY may terminate this Agreement for any reason upon ten (10) days' written notice to the other party. CITY may terminate the Agreement upon ten (10) calendar days' written notice if CONSULTANT breaches this Agreement. In the event of any termination, CONSULTANT shall promptly deliver to the CITY any and all finished and unfinished reports or other written, recorded, photographic, or visual materials, documents, data and other deliverables ("Work Materials") prepared for the CITY prior to the effective date of such termination, all of which shall become CITY's sole property. After receipt of the Work Materials, CITY will pay CONSULTANT for the services performed as of the effective date of the termination.

2.11. Nondiscrimination

During performance of this Agreement, CONSULTANT and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition including genetic characteristics), marital status, age, political affiliation, sexual orientation, or sex. CONSULTANT and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the CITY's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations. CONSULTANT agrees that any and all violation of this provision shall constitute a material breach of the Agreement.

2.12. Conflict of Interest

- A. CONSULTANT covenants and represents that neither it, nor any officer or principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT's performance of services under this Agreement. CONSULTANT further covenants that in the performance of the Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the CITY. CONSULTANT agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the CITY in the performance of this Agreement.
- B. CONSULTANT is not a designated employee within the meaning of the Political Reform Act because CONSULTANT:

Title: ON-CALL ENGINEERING DESIGN AND PROJECT MANAGEMENT SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS #23-053

1. Will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation or counsel independent of the control and direction of the CITY or of any CITY official, other than normal contract monitoring; and
2. Possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel. (2Cal. Code Regs. § 18700(a) (2))

2.13. Independent Contractor

In assuming and performing the services, CONSULTANT is an independent contractor and shall not be eligible for any benefits, which the CITY may provide its employees, except as expressly provided for in the Agreement. All persons, if any, hired by CONSULTANT, shall be employees or subcontractors of CONSULTANT and shall not be construed as employees or agents of the CITY in any respect. CONSULTANT shall have responsibility for and control over the means of providing services under this Agreement.

2.14. Compliance With Laws

CONSULTANT shall comply with all applicable federal, State of California, and local laws, rules, and regulations and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services.

2.15. Choice of Law

This Agreement shall be administered and interpreted under California law as if written by both parties. If any provision in this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state court situated in the County of Solano, State of California or, if necessary, in a federal court situated in the City and County of Sacramento, California.

2.16. Enforceability; Interpretation

In the event that any of the provisions or portions of application of any of the provisions of the Agreement are held to be illegal or invalid by a court of competent jurisdiction, CITY and CONSULTANT shall negotiate an equitable adjustment in the provisions of the Agreement with a view toward affecting the purpose of the Agreement. The illegality or invalidity of any of the provisions or portions of application of any of the provisions of the Agreement shall not affect the legality or enforceability of the remaining provisions or portions of application of any of the provisions of the Agreement. This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

2.17. Integration

The Agreement contains the entire Agreement and understanding between the parties as to the subject matter of this Agreement. It merges and supersedes all prior or contemporaneous agreements, commitments, representation, writings, and discussions between CONSULTANT and CITY, whether oral or written.

Title: ON-CALL ENGINEERING DESIGN AND PROJECT MANAGEMENT SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS #23-053

2.18. Successors and Assigns: No Third Party Beneficiaries; No Joint Venture

CITY and CONSULTANT respectively, bind themselves, their successors, assigns, and legal representatives to the terms and obligations of this Agreement. CONSULTANT shall not assign or transfer any interest in the Agreement without the CITY's prior written consent, which consent shall be in the CITY's sole discretion. Any attempted assignment or transfer in breach of this provision shall be void. This Agreement is not intended and shall not be construed to create any third party benefit the event. This Agreement is not intended and shall not be construed to create a joint venture or partnership between the parties. CONSULTANT, its officers, employees and agents shall not have any power to bind or commit the CITY to any decision.

2.19. Financial Records

Records of CONSULTANT's direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to CITY if and when required.

2.20. Non-Waiver

The waiver by either party of any breach of any term, covenant, or condition contained in the Agreement, or any default in their performance of any obligations under the Agreement shall not be deemed a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default constitute a continuing waiver of same.

2.21. Notices

All notices required hereunder shall be in writing by such methods as CITY and CONSULTANT as designated below. Notice shall be deemed received three (3) days after the date of sending.

To City: Kyle Ochendusko

Public Works Director

kochendusko@ci.benicia.ca.us

To Consultant: Scott Alman

Senior Principal Engineer

salman@haleyaldrich.com

2.22. Non-Liability

No member of the CITY and no other officer, employee or agent of the CITY shall be personally liable to CONSULTANT or otherwise in the event of any default or breach of the CITY, or for any amount which may become due to CONSULTANT or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

Title: ON-CALL ENGINEERING DESIGN AND PROJECT MANAGEMENT SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS #23-053

2.23. Execution

Each individual or entity executing this Agreement on behalf of CONSULTANT represents and warrants that he or she or it is duly authorized to execute and deliver this Agreement on behalf of CONSULTANT and that such execution is binding upon CONSULTANT.

This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

3. SCOPE OF WORK

3.1. Services to be provided, projects and schedule, and deliverables

Consultant shall provide on-call general engineering services that may be requested by the City during the term of this agreement in a prompt, professional manner in accordance with the standards of the engineering profession. All work, unless otherwise specified, shall be performed by task order on a time and materials basis, and completed to the satisfaction of the City Engineer within the time periods allocated, or as mutually agreed to at the beginning of the assignment. Scope of services shall generally include, but not be limited to, the following:

1. General Engineering:

Tasks including, but not limited to, the following:

- Ad-hoc engineering analysis/technical memoranda.
- Management of small to medium maintenance projects including preparation of engineering studies, project planning, and coordination with other agencies and utilities.
- Preparation of environmental documents and implementation of mitigation measures in project design.
- Preparation of permit applications from appropriate agencies.
- Perform project design at the 35%, 65%, 95% and 100% levels including plans, specifications, estimate, and schedule as required by the City.
- Provide design support services during construction and prepare final record drawings based on as-built drawings provided by the City.
- Development and capital improvement plan checking for conformance with City of Benicia Engineering Design Standards and Standard Plans (City Standards), Regional Water Quality Control Board requirements, State of California Standards, and industry standards as applicable.

2. Project Management

Tasks including, but not limited to, the following:

Title: ON-CALL ENGINEERING DESIGN AND PROJECT MANAGEMENT SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS #23-053

- Develop projects scope of work, coordinates and monitors project development teams, project schedules and budgets.
- Serve as liaison between City personnel, contractors, consultants, and the public for assigned projects.
- Prepare, disseminate, and oversee project budgets, requests for proposals, agreements, contracts, invitation for bids, and purchase orders.
- Manage various consultant agreements through the planning, design, construction, testing, operations, and maintenance phases of a project.
- Evaluate project bids and proposals and make recommendations for award of contracts and execution of agreements.
- Ensure that project plans, specifications, and estimate are reviewed and approved for construction.
- Monitor project progress, attend project meetings, and prepare and submit status reports.
- Oversee project construction, ensures that the projects are constructed in accordance with the project's approved plans and specifications, and close out project documentation and archives appropriate records.
- Prepare, negotiate, substantiate, and maintain control of all potential project construction change orders, tracks all project costs and reviews and approves progress payments.
- Develop and update project schedules.
- Apply for permits and utility services necessary for the project.
- Compose and prepare reports, resolutions and agreements for the City Council seeking approval of contracts or acceptance of projects.
- Interface with other City departments, outside agencies and consulting firms as necessary to complete assignments.

4. INSURANCE REQUIREMENTS

4.1. INSURANCE REQUIREMENTS

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated March 6, 2023, by and between Haley & Aldrich, Inc., hereinafter referred to as "Consultant", and the City of Benicia, hereinafter referred to as "City", providing for professional services.

4.2. 1. Consultant's Duty to Show Proof of Insurance

Consultant, in order to protect City and its City Council members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Consultant's acts, errors, or omissions in connection with the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Consultant shall not perform any work under this Agreement until Consultant has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the City's

Title: ON-CALL ENGINEERING DESIGN AND PROJECT MANAGEMENT SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS #23-053

authorized insurance tracking platform. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, Consultant shall promptly deliver to City a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to City prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Consultant or City as an additional insured.

4.3. Insurance Requirements: Commercial General Liability Insurance

Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the City), Products-Completed Operations Hazard, liability for slander, false arrest and invasion of privacy, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Consultant's performance of services under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Consultant shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence and four million dollars (\$4,000,000) aggregate.

4.4. Business Automobile Liability Insurance

Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of Services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence.

4.5. Workers' Compensation Insurance

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

Title: ON-CALL ENGINEERING DESIGN AND PROJECT MANAGEMENT SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS #23-053

4.6. Professional Liability Insurance

Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, all negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

4.7. Self-Insured Retention

Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of insurance or other documentation provided to City and must be approved by the City Risk Manager.

4.8. Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either (i) maintain said coverage for at least five (5) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than five (5) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

4.9. Insurance terms and conditions:

3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Consultant shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Consultant in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

3.2 All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII Any exception to these requirements must be approved by the City Risk Manager.

3.3 If Consultant is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the insurance coverages and endorsements required above. The City will not accept such coverage unless the City determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Consultant is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Title: ON-CALL ENGINEERING DESIGN AND PROJECT MANAGEMENT SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS #23-053

3.5 Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the City from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

3.6 Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. City, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Consultant, City shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Consultant agrees to reimburse City for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by City to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

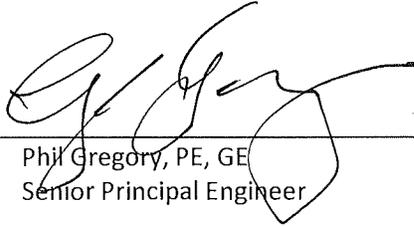
3.7 Should any of the required insurance (other than errors and omissions insurance) be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defenses costs be included in such general aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limit specified above.

3.8 City may (but is under no obligation to) secure project-specific insurance, wrap-up insurance, or administer an owner-controlled insurance program ("OCIP"), in which case Consultant and its subconsultants shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Consultant's fees under this Agreement (and the fee of its subconsultants under subconsultant agreements) shall be reduced by the amount of insurance premiums that may be avoided by Consultant and its subconsultants by virtue of the City's obtaining the project-specific insurance, wrap-up insurance or administering an OCIP, and the exclusion of this project from coverage of Consultant's and subconsultants policies. Construction Manager and its subconsultants shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

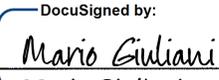
Title: ON-CALL ENGINEERING DESIGN AND PROJECT MANAGEMENT SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS #23-053

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

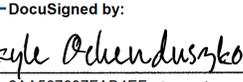
"Haley & Aldrich, Inc."

By: 
Phil Gregory, PE, GE
Senior Principal Engineer

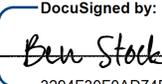
"City"

DocuSigned by:
By: 
Mario Giuliani
Interim City Manager

"Department"

DocuSigned by:
By: 
Kyle Ochendusko, PE
Public Works Director

"City Attorney"

DocuSigned by:
By: 
Ben Stock
3294F30F0AD74E3...
Its: City Attorney

FIRST AMENDMENT TO AGREEMENT

This FIRST Amendment of the Agreement, entered into November 19, 2024, by and between the City of Benicia, a municipal corporation (hereinafter "CITY") and Cal Engineering & Geology Inc, a division of Haley & Aldrich, a Corporation , with its primary office located at 785 Ygnacio Valley Road, Walnut Creek, CA 94596, (hereinafter "CONTRACTOR"), is made with reference to the following:

1. Recitals

A. On March 6, 2023, an agreement identified as Contract ID # 23-053 was entered into by and between CITY and CONTRACTOR, ("Agreement"); and

B. CITY and CONTRACTOR desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

2. Amendments

2.1. Compensation

Compensation paragraph of the Agreement is modified to: This contract is being increased in the amount of \$300,000, for a new total amount not to exceed \$500,000.

2.2. End of Amendments

Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused the modification of Agreement to be executed on November 19, 2024.

[SIGNATURES ON THE FOLLOWING PAGE]

Title: ON-CALL ENGINEERING DESIGN AND PROJECT MANAGEMENT SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS #23-053

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

“Cal Engineering & Geology Inc,

a division of Haley & Aldrich”

By: 
Scott D, Alman, P.E.

Its: Principal

“City”

By:  12/4/2024
9FA31784A98E490...

Its: City Manager

“City Attorney”

By:  11/25/2024
3294F30F0AD74E3...

Its: City Attorney

1.1. [Recitals](#)

23-050

PROFESSIONAL SERVICES MASTER AGREEMENT

BETWEEN

CITY OF BENICIA AND

Park Engineering, Inc.

This Professional Services Master Agreement ("Agreement") is dated March 6, 2023, and is by and between the City of Benicia, a political subdivision of the State of California ("CITY") and Park Engineering, Inc., a California Corporation located at 372 Village Square, Orinda, CA 94563, licensed to do business in California, ("CONTRACTOR") relating to ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS Services ("Services").

Recitals

THE PARTIES ENTER THIS AGREEMENT based on the following facts, understandings and intentions;

WHEREAS, services of an outside organization to help the City with construction management and inspection services is needed;

WHEREAS, City wishes to retain CONTRACTOR to provide ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS services and related services;

WHEREAS, CONTRACTOR was selected by means of City's selection process, and represents that they possess all necessary training, licenses and permits to perform the services required by City as set forth in this Agreement, and that their performance of such services will conform to the standard of practice consistent with a firm having experience and expertise in performing professional services of like nature and complexity working on similar, successfully completed projects;

WHEREAS, the services proposed in this Agreement are professional and temporary in nature;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, stipulated and agreed, the parties agree as follows:

2. [AGREEMENT](#)

2.1. [Services Contractor Agrees to Perform](#)

CONTRACTOR shall provide services for specific projects as may be requested by CITY; such services shall be defined, scheduled and authorized in subsequent Task Orders. Services may include, but not be limited to:

- A. CONSTRUCTION MANAGEMENT
- B. INSPECTION SERVICES

Title: ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS

#23-050

CONTRACTOR shall be an independent contractor and shall have responsibilities for and control over the details and means of providing its services under this Agreement. CONTRACTOR agrees that its services shall be performed with due diligence and in accordance with generally accepted engineering practices.

CONTRACTOR shall use its best efforts to perform and coordinate all activities in a timely manner so that the projects will be completed according to the established project schedules.

2.2. Term of Agreement

- A. This Agreement will conclude on February 28, 2026 unless it is extended in accordance with paragraph B below.
- B. This Agreement may be extended by mutual agreement of the parties hereto. Any extension shall be in written form, signed by both parties, and shall specify the length of the extension and compensation. The City Manager is authorized to approve the extension.

2.3. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, CITY or municipal governments for CONTRACTOR to provide the services and work in any Task Order must be procured by CONTRACTOR and be valid at the time CONTRACTOR enters into this Agreement. Further, during the term of this Agreement, CONTRACTOR must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by CONTRACTOR at no expense to the CITY.

2.4. Compensation

CONTRACTOR shall be compensated, a total value not to exceed \$200,000 under this agreement for services rendered under Section I, as more particularly described in authorized Task Orders and/or Rate Schedule attached as Exhibit A, in accordance with the terms and conditions included therein.

CONTRACTOR may update its Rate Schedule on an annual basis. CONTRACTOR may submit monthly statements for services rendered; all statements shall include adequate documentation demonstrating work performed during the billing period and shall conform to Federal Funding invoicing requirements, if applicable. It is intended that payments to CONTRACTOR will be made by CITY within thirty (30) days of receipt of invoice. CONTRACTOR's failure to secure CITY's written authorization for additional compensation or changes to the Scope of Work shall constitute a waiver of any and all right to adjustment in the price or time due, whether by way of compensation, restitution, quantum merit, or similar relief.

2.5. Employee Wages; Records; Apprentices

CONTRACTOR shall comply with the California Prevailing Wage Law to the extent it applies to work performed under this Agreement. If applicable, CONTRACTOR shall pay prevailing wages to its employees and shall comply with the additional provisions set forth below:

- A. CONTRACTOR shall pay prevailing wages to its employees on any agreement when required by applicable law. Copies of the general prevailing rates of per diem wages for each craft,

classification, or type of worker needed to execute the Agreement, as determined by the Director of the State of California Department of Industrial Relations, are on file at the County's Capital Projects Office and may be obtained from the California Department of Industrial Relations website <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. CONTRACTOR shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. CONTRACTOR and all subcontractors shall keep and maintain accurate employee payroll records for Work performed under the Agreement. The payroll records shall be certified and submitted as required by law, including Labor Code Sections 1771.4 (if applicable) and 1776, including to the Labor Commissioner no less frequently than monthly. CONTRACTOR shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Agreement.

- B. CONTRACTOR acknowledges and agrees that it will comply with AB 1768 (effective January 1, 2020), which amended and expanded the definition of "construction" for which prevailing wages must be paid to include "work performed during the design, site assessment, feasibility study, and other pre-construction phases of construction...regardless of whether any further construction work is conducted..."
- C. CONTRACTOR shall forfeit, as a penalty to Owner, the penalty or penalties as provided by the California Labor Code, for each laborer, workman, or mechanic employed in performing labor in and about the Work provided for in the Agreement for each day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under the Agreement by him or her or by any Subcontractors under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the California Labor Code. The sums and amounts which shall be forfeited pursuant to this Paragraph and the terms of the California Labor Code shall be withheld and retained from payments due to CONTRACTOR the California Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by Owner. The Labor Commissioner pursuant to California Labor Code § 177 5 shall determine the final amount of forfeiture.
- D. CONTRACTOR shall insert in every subcontract or other arrangement which CONTRACTOR may make for performance of Work or labor on Work provided for in the Agreement provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the California Labor Code.
- E. CONTRACTOR and Subcontractors must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice,

worker, or other employee employed by him or her in connection with the Work of the Agreement Documents. Each payroll record shall contain or be verified by a written declaration as required by Labor Code Section 1776. The payroll records enumerated above must be certified and shall be available for inspection at all reasonable hours at the principal office of CONTRACTOR as required by Labor Code Section 1776. This Project is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations.

2.6. Indemnification

- A. **Defense, Indemnity and Hold Harmless:** Consistent with Civil Code section 2782.8, CONTRACTOR specifically agrees to indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, agents, employees, and volunteers from and against any and all actions, claims, demands, losses, expenses (including attorneys' fees, expert fees and all other costs and fees), damages, and liabilities resulting from injury or death of a person or injury to property, arising out of or in any way connected with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of this Agreement, excepting only such injury or death as may be caused by the sole active negligence or willful misconduct of CITY. The CONTRACTOR shall pay all costs that may be incurred by CITY in enforcing this indemnity, including reasonable attorneys' fees. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations contained in this Agreement.
- B. **Conflict of Interest:** Should conflict of interest principles preclude a single lawyer from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse CITY its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation. CONTRACTOR shall promptly pay any final judgment rendered against CITY (and its officers, officials, agents, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.
- C. **Other Claims:** Further, CONTRACTOR will indemnify CITY, and hold it harmless, from an assertion that as a result of providing services to CITY, CONTRACTOR or any of its employees or persons performing work pursuant to this Agreement is entitled to benefits from, or is covered by, the Social Security retirement system or the California Public Employees Retirement Systems. Notwithstanding the foregoing, CONTRACTOR's obligations for any payments to such claimant shall be limited to those payments which CITY may be.
- D. **Intellectual Property Indemnification:** CONTRACTOR represents that professional services provided by CONTRACTOR pursuant to this Agreement does not infringe on any other copyrighted work or intellectual property owned by others. CONTRACTOR shall defend,

indemnify and hold harmless the CITY from all Liabilities, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in arising from or relating to CONTRACTOR's services provided to the CITY under this Agreement.

- E. **Subcontractor's Agreements:** CONTRACTOR shall place in its agreements with Subcontractors and cause its Subcontractors to agree to the indemnification and insurance provisions in this Agreement in favor of the CITY and the Indemnitees in the exact form and substance as those contained in this Agreement.
- F. **Duty to Cooperate:** CONTRACTOR shall notify CITY immediately in writing of any claim or damage related to activities or services performed under this Agreement. CONTRACTOR shall cooperate with CITY in the investigation and disposition of all Liabilities arising out of the activities or services under this Agreement. Without limiting the foregoing, CONTRACTOR shall take all steps necessary to assist the CITY in the defense of any and all Liabilities brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project. Any additional services or work

2.7. Indemnification and General Liability

- A. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), Consultant shall defend, indemnify, and hold harmless City, its officers, City Council, directors, officials, agents employees, and volunteers (collectively "Indemnitees") from and against any and all claims, suit, action, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of an employee of Consultant or its Subconsultants) expense and liability of every kind, nature, and description, at law or equity, that arises out of, pertain to, or relate to (including without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) any negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify and Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence active negligence, or willful misconduct of such Indemnitee but shall apply to all other Liabilities.
- B. Consultant shall defend (including providing legal counsel reasonably acceptable to City at no cost to City), indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, suit, liability or claims, in law or in equity, including attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by City, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.

2.8. Standard of Performance

CONTRACTOR represents to CITY that the services shall be performed in an expeditious manner, and with the degree of skill and care that is required by current, good, and sound procedures and practices. CONTRACTOR further agrees that the services shall be in conformance with generally accepted professional standards prevailing at the time the work is performed.

2.9. Ownership and Maintenance of Documents

All documents furnished by CONTRACTOR pursuant to this Agreement are instruments of CONTRACTOR's services in respect to this project. They are not intended nor represented to be suitable for reuse by others on extensions of this project or on any other project. Any reuse without specific written verification and adoption by CONTRACTOR for the specific purposes intended will be at user's sole risk and without liability or legal exposure and expenses to CONTRACTOR, including attorney's fees arising out of such unauthorized reuse.

CONTRACTOR's records, documents, calculations, and all other instruments of service pertaining to actual project shall be given to CITY at the completion of the project. The CITY reserves the right to specify the file format that electronic document deliverables are presented to the CITY. Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by CONTRACTOR under the Agreement shall be vested in the CITY, none of which shall be used in any manner whatsoever, by any person, firm, corporation or agency without the expressed written consent of the CITY. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to the CITY without restriction or limitations on their use. CONTRACTOR may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of CITY during the term of this Agreement, unless required by law.

2.10. Suspension of Work

CITY may, at any time, by ten (10) days' written notice, suspend further performance by CONTRACTOR. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner, and CONTRACTOR shall be paid for services performed and reimbursable expenses incurred prior to the suspension date. During the period of suspension, CONTRACTOR shall not receive any payment for services, or expenses, except for reasonable administration expenses, incurred by CONTRACTOR by reason of such suspension.

2.11. Termination

CITY may terminate this Agreement for any reason upon ten (10) days' written notice to the other party. CITY may terminate the Agreement upon five (5) days' written notice if CONTRACTOR breaches this Agreement. In the event of any termination, CONTRACTOR shall promptly deliver to the CITY any and all finished and unfinished reports or other written, recorded, photographic, or visual materials, documents, data and other deliverables ("Work Materials") prepared for the CITY prior to the effective date of such termination, all of which shall become CITY's sole property. After receipt of the Work Materials, CITY will pay CONTRACTOR for the services performed as of the effective date of the termination.

2.12. Nondiscrimination

During performance of this Agreement, CONTRACTOR and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition including genetic characteristics), marital status, age, political affiliation, sexual orientation, or sex. CONTRACTOR and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the CITY's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections I 101, 1102and1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations. CONTRACTOR agrees that any and all violation of this provision shall constitute a material breach of the Agreement.

2.13. Conflict of Interest

- A. CONTRACTOR covenants and represents that neither it, nor any officer or principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONTRACTOR's performance of services under this Agreement. CONTRACTOR further covenants that in the performance of the Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the CITY. CONTRACTOR agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the CITY in the performance of this Agreement.
- B. CONTRACTOR is not a designated employee within the meaning of the Political Reform Act because CONTRACTOR:
 1. Will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation or counsel independent of the control and direction of the CITY or of any CITY official, other than normal contract monitoring; and
 2. Possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel. (2Cal. Code Regs. § 18700(a) (2))

2.14. Independent Contractor

In assuming and performing the services, CONTRACTOR is an independent contractor and shall not be eligible for any benefits, which the CITY may provide its employees, except as expressly provided for in the Agreement. All persons, if any, hired by CONTRACTOR, shall be employees or subcontractors of CONTRACTOR and shall not be construed as employees or agents of the CITY in any respect. CONTRACTOR shall have responsibility for and control over the means of providing services under this Agreement.

2.15. Compliance With Laws

CONTRACTOR shall comply with all applicable federal, State of California, and local laws, rules, and regulations and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services.

2.16. Choice of Law

This Agreement shall be administered and interpreted under California law as if written by both parties. If any provision in this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state court situated in the County of Solano, State of California or, if necessary, in a federal court situated in the City and County of Sacramento, California.

2.17. Enforceability; Interpretation

In the event that any of the provisions or portions of application of any of the provisions of the Agreement are held to be illegal or invalid by a court of competent jurisdiction, CITY and CONTRACTOR shall negotiate an equitable adjustment in the provisions of the Agreement with a view toward affecting the purpose of the Agreement. The illegality or invalidity of any of the provisions or portions of application of any of the provisions of the Agreement shall not affect the legality or enforceability of the remaining provisions or portions of application of any of the provisions of the Agreement. This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

2.18. Integration

The Agreement contains the entire Agreement and understanding between the parties as to the subject matter of this Agreement. It merges and supersedes all prior or contemporaneous agreements, commitments, representation, writings, and discussions between CONTRACTOR and CITY, whether oral or written.

2.19. Successors and Assigns: No Third Party Beneficiaries; No Joint Venture

CITY and CONTRACTOR respectively, bind themselves, their successors, assigns, and legal representatives to the terms and obligations of this Agreement. CONTRACTOR shall not assign or transfer any interest in the Agreement without the CITY's prior written consent, which consent shall be in the CITY's sole discretion. Any attempted assignment or transfer in breach of this provision shall be void. This Agreement is not intended and shall not be construed to create any third party benefit the event. This Agreement is not intended and shall not be construed to create a joint venture or partnership between the parties. CONTRACTOR, its officers, employees and agents shall not have any power to bind or commit the CITY to any decision.

2.20. Financial Records

Records of CONTRACTOR's direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to CITY if and when required.

2.21. Non-Waiver

The waiver by either party of any breach of any term, covenant, or condition contained in the Agreement, or any default in their performance of any obligations under the Agreement shall not be deemed a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default constitute a continuing waiver of same.

2.22. Notices

All notices required hereunder shall be in writing by such methods as CITY and CONTRACTOR as designated below. Notice shall be deemed received three (3) days after the date of sending.

To City: Kyle Ochendusko

Public Works Director

kochendusko@ci.benicia.ca.us

To Contractor: Jaemin Park

PE

jpark@park-eng.com

2.23. Non-Liability

No member of the CITY and no other officer, employee or agent of the CITY shall be personally liable to CONTRACTOR or otherwise in the event of any default or breach of the CITY, or for any amount which may become due to CONTRACTOR or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

2.24. Execution

Each individual or entity executing this Agreement on behalf of CONTRACTOR represents and warrants that he or she or it is duly authorized to execute and deliver this Agreement on behalf of CONTRACTOR and that such execution is binding upon CONTRACTOR.

This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

3. SCOPE OF WORK

3.1. Services to be provided, projects and schedule, and deliverables

Consultants shall provide on-call construction management and inspection services that may be requested by the City during the term of this agreement in a prompt, professional manner in accordance with the standards of the engineering profession. All work, unless otherwise specified, shall be performed by task order on a time and materials basis, and completed to the satisfaction of the City Engineer within the time periods allocated, or as mutually agreed to at the beginning of the assignment. Scope of services shall generally include, but not be limited to, the following:

1. Construction Management and Inspection Services

Tasks including, but not limited to, the following:

A. Construction Management:

- Construction Management Services during Pre-Construction
- Review contract documents including plans and specifications
- Review Traffic Control Plans
- Facilitate the Pre-Construction Conference
- Construction Management Services during Construction
- Project coordination and correspondence
- Schedule management, progress meetings and reports
- Monitor project funding. Review “schedule of values” and contract item payments, material quantities, and change order payments.
- Labor compliance assurance
- Public relations
- Site safety monitoring
- Monthly payment review and recommendation
- Submittal review and management
- Requests for Information (RFI)
- Contract Change Orders (CCO)
- Construction observation services and project documentation
- Preliminary claim mitigation and resolution
- Construction Management Services during Post-Construction

Title: ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS

#23-050

- Perform final observation/walkthrough
- "As-Built" drawings
- Project completion report
- Record drawings input, review, O&Ms
- Final pay application

B. Construction Inspection:

- Construction inspection of various projects.
- Field visits for each assigned project as directed by the City. During each site visit, the inspector shall observe and make a written report of relevant items, including the date and time of visit (arrival and departure), the weather conditions at the site, a list of all persons present at the site including employees, subcontractors, and others; a description of the site conditions regarding status of construction and other relevant conditions; a description of all materials stored on site; a description of all major equipment on site; a description of activity at the site including work being performed, materials being installed, equipment active versus idle, laborers active versus idle; monitoring of traffic control and safety operations, etc. The inspector's daily report for each project shall be submitted to the City no later than 24 hours following the date and time of the inspector's visit.
- Comparison of the material quality of the work to the requirements of the contract (including all relevant plans, specifications, submittals and schedule). The inspector's comparisons shall include checking grades, sizes, elevations and locations of structures, field measurements, and traffic control. The inspector shall note any deficiencies or deviations in the contractor's work (including: contractor behind schedule, areas of work which do not conform to the plans and specifications, materials which do not conform to the plans and specifications, and areas of work which were performed without obtaining an inspection required).
- Notification of any deficiencies or deviations in the contractor's work. Inspector shall immediately notify the City and provide a draft report of deficient work.
- Immediate notification to the authorized contractor representative, and the City, in the event that the inspector observes, or otherwise learns of, an issue at the construction site which involves a risk of imminent harm to person or property. The inspector shall take such action which, under the circumstances and the professional opinion of the inspector, will lead to a timely resolution of the risk of harm. The inspector shall follow up with a written report to the City.
- Take pre-project photographs of active project site(s) and progress photographs on a daily basis, sufficient in number to depict the pre-project conditions and the scope of major activities being performed by the contractor.
- Preparation of punch lists summarizing the items not completed by the contractor in accordance with project plans, specifications and/or contract documents, as directed by the City.
- Tracking and documenting changes to the project and submittal of a "red-line" markup of the project plans to the City.

4. INSURANCE REQUIREMENTS

4.1. INSURANCE REQUIREMENTS

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated March 6, 2023, by and between Park Engineering, Inc., hereinafter referred to as "Consultant", and the City of Benicia, hereinafter referred to as "City", providing for professional services.

4.2. 1. Consultant's Duty to Show Proof of Insurance

Consultant, in order to protect City and its City Council members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Consultant's acts, errors, or omissions in connection with the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Consultant shall not perform any work under this Agreement until Consultant has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the City's authorized insurance tracking platform. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, Consultant shall promptly deliver to City a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to City prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Consultant or City as an additional insured.

4.3. Insurance Requirements: Commercial General Liability Insurance

Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the City), Products-Completed Operations Hazard, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Consultant's performance of services under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Consultant shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence and four million dollars (\$4,000,000) aggregate.

4.4. Business Automobile Liability Insurance

Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in

the performance of Services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence.

4.5. Workers' Compensation Insurance

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

4.6. Professional Liability Insurance

Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, all negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

4.7. Self-Insured Retention

Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of insurance or other documentation provided to City and must be approved by the City Risk Manager.

4.8. Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either (i) maintain said coverage for at least five (5) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than five (5) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

4.9. Insurance terms and conditions:

3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Consultant shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Consultant in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

3.2 All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII Any exception to these requirements must be approved by the City Risk Manager.

3.3 If Consultant is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the insurance coverages and endorsements required above. The City will not accept such coverage unless the City determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Consultant is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3.5 Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the City from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

3.6 Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. City, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Consultant, City shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Consultant agrees to reimburse City for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by City to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

3.7 Should any of the required insurance (other than errors and omissions insurance) be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defenses costs be included in such general aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limit specified above.

3.8 City may (but is under no obligation to) secure project-specific insurance, wrap-up insurance, or administer an owner controlled insurance program ("OCIP"), in which case Consultant and its subconsultants shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Consultant's fees under this Agreement (and the fee of its subconsultants under subconsultant agreements) shall be reduced by the amount of insurance premiums that may be avoided by Consultant and its subconsultants by virtue of the City's obtaining the project-specific insurance, wrap-up insurance or administering an OCIP, and the exclusion of this project from coverage of Consultant's and subconsultants policies. Construction Manager and its subconsultants shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

Title: ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS #23-050

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

“Park Engineering, Inc.”

By: Jaemin Park
Jaemin Park

Its: President/CEO

“City”

DocuSigned by:
By: Mario Giuliani
9FA31784A98E490...

Its: Interim City Manager

“Department”

DocuSigned by:
By: Kyle Ochenduszyko
2AA567697FAB4EF...

Its: Public Works Director

“City Attorney”

DocuSigned by:
By: Ben Stock
3294F30F0AD74E3...

Its: City Attorney

1.1. Recitals

23-040

PROFESSIONAL SERVICES MASTER AGREEMENT

BETWEEN

CITY OF BENICIA AND

Terracon Consultants, Inc.

This Professional Services Master Agreement ("Agreement") is dated March 6, 2023, and is by and between the City of Benicia, a political subdivision of the State of California ("CITY") and Terracon Consultants, Inc., a Delaware Corporation located at 1220 Concord Avenue, Suite 450, Concord, CA 94520, licensed to do business in California, ("CONTRACTOR") relating to ON-CALL MATERIALS TESTING AND ENVIRONMENTAL SERVICES FOR UTILITIES (WATER AND WASTEWATER), STREETS, STORMWATER, FACILITIES, AND PARKS PROJECTS Services ("Services").

Recitals

THE PARTIES ENTER THIS AGREEMENT based on the following facts, understandings and intentions;

WHEREAS, services of an outside organization to help the City with materials testing and environmental services is needed;

WHEREAS, City wishes to retain CONTRACTOR to provide ON-CALL MATERIALS TESTING AND ENVIRONMENTAL SERVICES FOR UTILITIES (WATER AND WASTEWATER), STREETS, STORMWATER, FACILITIES, AND PARKS PROJECTS services and related services;

WHEREAS, CONTRACTOR was selected by means of City's selection process, and represents that they possess all necessary training, licenses and permits to perform the services required by City as set forth in this Agreement, and that their performance of such services will conform to the standard of practice consistent with a firm having experience and expertise in performing professional services of like nature and complexity working on similar, successfully completed projects;

WHEREAS, the services proposed in this Agreement are professional and temporary in nature;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, stipulated and agreed, the parties agree as follows:

2. AGREEMENT

2.1. Services Contractor Agrees to Perform

CONTRACTOR shall provide services for specific projects as may be requested by CITY; such services shall be defined, scheduled and authorized in subsequent Task Orders. Services may include, but not be limited to:

- A. MATERIALS TESTING
- B. ENVIRONMENTAL SERVICES

Title: ON-CALL MATERIALS TESTING AND ENVIRONMENTAL SERVICES FOR UTILITIES (WATER AND WASTEWATER), STREETS, STORMWATER, FACILITIES, AND PARKS PROJECTS

#23-040

CONTRACTOR shall be an independent contractor and shall have responsibilities for and control over the details and means of providing its services under this Agreement. CONTRACTOR agrees that its services shall be performed with due diligence and in accordance with generally accepted engineering practices.

CONTRACTOR shall use its professional efforts to perform and coordinate all activities in a timely manner so that the projects will be completed according to the established project schedules.

2.2. Term of Agreement

- A. This Agreement will conclude on February 28, 2026, unless it is extended in accordance with paragraph B below.
- B. This Agreement may be extended by mutual agreement of the parties hereto. Any extension shall be in written form, signed by both parties, and shall specify the length of the extension and compensation. The City Manager is authorized to approve the extension.

2.3. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, CITY or municipal governments for CONTRACTOR to provide the services and work in any Task Order must be procured by CONTRACTOR and be valid at the time CONTRACTOR enters into this Agreement. Further, during the term of this Agreement, CONTRACTOR must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by CONTRACTOR at no expense to the CITY.

2.4. Compensation

CONTRACTOR shall be compensated, a total value not to exceed \$200,000 under this agreement for services rendered under Section I, as more particularly described in authorized Task Orders and/or Rate Schedule attached as Exhibit A, in accordance with the terms and conditions included therein.

CONTRACTOR may update its Rate Schedule on an annual basis. CONTRACTOR may submit monthly statements for services rendered; all statements shall include adequate documentation demonstrating work performed during the billing period and shall conform to Federal Funding invoicing requirements, if applicable. It is intended that payments to CONTRACTOR will be made by CITY within thirty (30) days of receipt of invoice. CONTRACTOR's failure to secure CITY's written authorization for additional compensation or changes to the Scope of Work shall constitute a waiver of any and all right to adjustment in the price or time due, whether by way of compensation, restitution, quantum merit, or similar relief.

2.5. Employee Wages; Records; Apprentices

CONTRACTOR shall comply with the California Prevailing Wage Law to the extent it applies to work performed under this Agreement. If applicable, CONTRACTOR shall pay prevailing wages to its employees and shall comply with the additional provisions set forth below:

- A. CONTRACTOR shall pay prevailing wages to its employees on any agreement when required by applicable law. Copies of the general prevailing rates of per diem wages for each craft,

Title: ON-CALL MATERIALS TESTING AND ENVIRONMENTAL SERVICES FOR UTILITIES (WATER AND WASTEWATER), STREETS, STORMWATER, FACILITIES, AND PARKS PROJECTS

#23-040

classification, or type of worker needed to execute the Agreement, as determined by the Director of the State of California Department of Industrial Relations, are on file at the County's Capital Projects Office and may be obtained from the California Department of Industrial Relations website <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. CONTRACTOR shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. CONTRACTOR and all subcontractors shall keep and maintain accurate employee payroll records for Work performed under the Agreement. The payroll records shall be certified and submitted as required by law, including Labor Code Sections 1771.4 (if applicable) and 1776, including to the Labor Commissioner no less frequently than monthly. CONTRACTOR shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Agreement.

- B. CONTRACTOR acknowledges and agrees that it will comply with AB 1768 (effective January 1, 2020), which amended and expanded the definition of "construction" for which prevailing wages must be paid to include "work performed during the design, site assessment, feasibility study, and other pre-construction phases of construction...regardless of whether any further construction work is conducted..."
- C. CONTRACTOR shall insert in every subcontract or other arrangement which CONTRACTOR may make for performance of Work or labor on Work provided for in the Agreement provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the California Labor Code.
- D. CONTRACTOR and Subcontractors must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Work of the Agreement Documents. Each payroll record shall contain or be verified by a written declaration as required by Labor Code Section 1776. The payroll records enumerated above must be certified and shall be available for inspection at all reasonable hours at the principal office of CONTRACTOR as required by Labor Code Section 1776. This Project is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations.

2.6. Indemnification

- A. Defense, Indemnity and Hold Harmless: Consistent with Civil Code section 2782.8, CONTRACTOR specifically agrees to indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, agents, employees, and volunteers from and against any and all actions, claims, demands, losses, expenses (including attorneys' fees, expert fees and all other costs and fees), damages, and liabilities resulting from injury or death of a person or injury

Title: ON-CALL MATERIALS TESTING AND ENVIRONMENTAL SERVICES FOR UTILITIES (WATER AND WASTEWATER), STREETS, STORMWATER, FACILITIES, AND PARKS PROJECTS

#23-040

to property, arising out of or in any way connected with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of this Agreement, excepting only such injury or death as may be caused by the sole active negligence or willful misconduct of CITY. The CONTRACTOR shall pay all costs that may be incurred by CITY in enforcing this indemnity, including reasonable attorneys' fees. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations contained in this Agreement.

- B. Conflict of Interest: Should conflict of interest principles preclude a single lawyer from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse CITY its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation. CONTRACTOR shall promptly pay any final judgment rendered against CITY (and its officers, officials, agents, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.
- C. Other Claims: Further, CONTRACTOR will indemnify CITY, and hold it harmless, from an assertion that as a result of providing services to CITY, CONTRACTOR or any of its employees or persons performing work pursuant to this Agreement is entitled to benefits from, or is covered by, the Social Security retirement system or the California Public Employees Retirement Systems. Notwithstanding the foregoing, CONTRACTOR's obligations for any payments to such claimant shall be limited to those payments which CITY may be.
- D. Intellectual Property Indemnification: CONTRACTOR represents that professional services provided by CONTRACTOR pursuant to this Agreement does not infringe on any other copyrighted work or intellectual property owned by others. CONTRACTOR shall defend, indemnify and hold harmless the CITY from all Liabilities, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in arising from or relating to CONTRACTOR's services provided to the CITY under this Agreement.
- E. Subcontractor's Agreements: CONTRACTOR shall place in its agreements with Subcontractors and cause its Subcontractors to agree to the indemnification and insurance provisions in this Agreement in favor of the CITY and the Indemnitees in the exact form and substance as those contained in this Agreement.
- F. Duty to Cooperate: CONTRACTOR shall notify CITY immediately in writing of any claim or damage related to activities or services performed under this Agreement. CONTRACTOR shall cooperate with CITY in the investigation and disposition of all Liabilities arising out of the activities or services under this Agreement. Without limiting the foregoing, CONTRACTOR shall

Title: ON-CALL MATERIALS TESTING AND ENVIRONMENTAL SERVICES FOR UTILITIES (WATER AND WASTEWATER), STREETS, STORMWATER, FACILITIES, AND PARKS PROJECTS

#23-040

take all steps necessary to assist the CITY in the defense of any and all Liabilities brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project. Any additional services or work

2.7. Standard of Performance

CONTRACTOR represents to CITY that the services shall be performed in an expeditious manner, and with the degree of skill and care that is required by current, good, and sound procedures and practices. CONTRACTOR further agrees that the services shall be in conformance with generally accepted professional standards prevailing at the time the work is performed.

2.8. Ownership and Maintenance of Documents

All documents furnished by CONTRACTOR pursuant to this Agreement are instruments of CONTRACTOR's services in respect to this project. They are not intended nor represented to be suitable for reuse by others on extensions of this project or on any other project. Any reuse without specific written verification and adoption by CONTRACTOR for the specific purposes intended will be at user's sole risk and without liability or legal exposure and expenses to CONTRACTOR, including attorney's fees arising out of such unauthorized reuse.

CONTRACTOR's records, documents, calculations, and all other instruments of service pertaining to actual project shall be given to CITY at the completion of the project. The CITY reserves the right to specify the file format that electronic document deliverables are presented to the CITY. Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by CONTRACTOR under the Agreement shall be vested in the CITY, none of which shall be used in any manner whatsoever, by any person, firm, corporation or agency without the expressed written consent of the CITY. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to the CITY without restriction or limitations on their use. CONTRACTOR may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of CITY during the term of this Agreement, unless required by law.

2.9. Suspension of Work

CITY may, at any time, by ten (10) days' written notice, suspend further performance by CONTRACTOR. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner, and CONTRACTOR shall be paid for services performed and reimbursable expenses incurred prior to the suspension date. During the period of suspension, CONTRACTOR shall not receive any payment for services, or expenses, except for reasonable administration expenses, incurred by CONTRACTOR by reason of such suspension.

2.10. Termination

CITY may terminate this Agreement for any reason upon ten (10) days' written notice to the other party. CITY may terminate the Agreement upon five (5) days' written notice if CONTRACTOR breaches this Agreement. In the event of any termination, CONTRACTOR shall promptly deliver to the CITY any and all finished and unfinished reports or other written, recorded, photographic, or visual materials,

Title: ON-CALL MATERIALS TESTING AND ENVIRONMENTAL SERVICES FOR UTILITIES (WATER AND WASTEWATER), STREETS, STORMWATER, FACILITIES, AND PARKS PROJECTS

#23-040

documents, data and other deliverables ("Work Materials") prepared for the CITY prior to the effective date of such termination, all of which shall become CITY's sole property. After receipt of the Work Materials, CITY will pay CONTRACTOR for the services performed as of the effective date of the termination.

2.11. Nondiscrimination

During performance of this Agreement, CONTRACTOR and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition including genetic characteristics), marital status, age, political affiliation, sexual orientation, or sex. CONTRACTOR and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the CITY's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations. CONTRACTOR agrees that any and all violation of this provision shall constitute a material breach of the Agreement.

2.12. Conflict of Interest

- A. CONTRACTOR covenants and represents that neither it, nor any officer or principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONTRACTOR's performance of services under this Agreement. CONTRACTOR further covenants that in the performance of the Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the CITY. CONTRACTOR agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the CITY in the performance of this Agreement.
- B. CONTRACTOR is not a designated employee within the meaning of the Political Reform Act because CONTRACTOR:
 1. Will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation or counsel independent of the control and direction of the CITY or of any CITY official, other than normal contract monitoring; and
 2. Possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel. (2Cal. Code Regs. § 18700(a) (2))

2.13. Independent Contractor

In assuming and performing the services, CONTRACTOR is an independent contractor and shall not be eligible for any benefits, which the CITY may provide its employees, except as expressly provided for in the Agreement. All persons, if any, hired by CONTRACTOR, shall be employees or subcontractors of

Title: ON-CALL MATERIALS TESTING AND ENVIRONMENTAL SERVICES FOR UTILITIES (WATER AND WASTEWATER), STREETS, STORMWATER, FACILITIES, AND PARKS PROJECTS

#23-040

CONTRACTOR and shall not be construed as employees or agents of the CITY in any respect. CONTRACTOR shall have responsibility for and control over the means of providing services under this Agreement.

2.14. Compliance With Laws

CONTRACTOR shall comply with all applicable federal, State of California, and local laws, rules, and regulations and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services.

2.15. Choice of Law

This Agreement shall be administered and interpreted under California law as if written by both parties. If any provision in this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state court situated in the County of Solano, State of California or, if necessary, in a federal court situated in the City and County of Sacramento, California.

2.16. Enforceability; Interpretation

In the event that any of the provisions or portions of application of any of the provisions of the Agreement are held to be illegal or invalid by a court of competent jurisdiction, CITY and CONTRACTOR shall negotiate an equitable adjustment in the provisions of the Agreement with a view toward affecting the purpose of the Agreement. The illegality or invalidity of any of the provisions or portions of application of any of the provisions of the Agreement shall not affect the legality or enforceability of the remaining provisions or portions of application of any of the provisions of the Agreement. This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

2.17. Integration

The Agreement contains the entire Agreement and understanding between the parties as to the subject matter of this Agreement. It merges and supersedes all prior or contemporaneous agreements, commitments, representation, writings, and discussions between CONTRACTOR and CITY, whether oral or written.

2.18. Successors and Assigns: No Third Party Beneficiaries; No Joint Venture

CITY and CONTRACTOR respectively, bind themselves, their successors, assigns, and legal representatives to the terms and obligations of this Agreement. CONTRACTOR shall not assign or transfer any interest in the Agreement without the CITY's prior written consent, which consent shall be in the CITY's sole discretion. Any attempted assignment or transfer in breach of this provision shall be void. This Agreement is not intended and shall not be construed to create any third party benefit the event. This Agreement is not intended and shall not be construed to create a joint venture or partnership between the parties. CONTRACTOR, its officers, employees and agents shall not have any power to bind or commit the CITY to any decision.

Title: ON-CALL MATERIALS TESTING AND ENVIRONMENTAL SERVICES FOR UTILITIES (WATER AND WASTEWATER), STREETS, STORMWATER, FACILITIES, AND PARKS PROJECTS

#23-040

2.19. [Financial Records](#)

Records of CONTRACTOR's direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to CITY if and when required.

2.20. [Non-Waiver](#)

The waiver by either party of any breach of any term, covenant, or condition contained in the Agreement, or any default in their performance of any obligations under the Agreement shall not be deemed a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default constitute a continuing waiver of same.

2.21. [Notices](#)

All notices required hereunder shall be in writing by such methods as CITY and CONTRACTOR as designated below. Notice shall be deemed received three (3) days after the date of sending.

To City: Kyle Ochendusko

Public Works Director

kochendusko@ci.benicia.ca.us

To Contractor: Cenk Ergin

Materials Project Manager

cenk.ergin@terracon.com

2.22. [Non-Liability](#)

No member of the CITY and no other officer, employee or agent of the CITY shall be personally liable to CONTRACTOR or otherwise in the event of any default or breach of the CITY, or for any amount which may become due to CONTRACTOR or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

2.23. [Execution](#)

Each individual or entity executing this Agreement on behalf of CONTRACTOR represents and warrants that he or she or it is duly authorized to execute and deliver this Agreement on behalf of CONTRACTOR and that such execution is binding upon CONTRACTOR.

This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Title: ON-CALL MATERIALS TESTING AND ENVIRONMENTAL SERVICES FOR UTILITIES (WATER AND WASTEWATER), STREETS, STORMWATER, FACILITIES, AND PARKS PROJECTS

#23-040

3. SCOPE OF WORK

3.1. Services to be provided, projects and schedule, and deliverables

Consultant shall provide on-call materials testing and environmental services that may be requested by the City during the term of this agreement in a prompt, professional manner in accordance with the standards of the engineering/environmental profession. All work, unless otherwise specified, shall be performed by task order on a time and materials basis, and completed to the satisfaction of the City Engineer within the time periods allocated, or as mutually agreed to at the beginning of the assignment. Scope of services shall generally include, but not be limited to, the following:

1. Materials Testing:

Tasks including, but not limited to, the following:

- Preparation and review of soils reports.
- Soil testing, including density and compaction related to trench backfill and street/sidewalk subgrade.
- Concrete testing, including concrete sampling, compressive strength, slump, unit weight, concrete mix review and concrete batch plant inspection.
- Asphalt concrete testing, including maximum density of asphalt concrete, density testing, sieve analysis and oil content.
- Special projects as required. Examples of past special projects include: building site geotechnical services; park site geotechnical report; inspection/observation for shotcrete and shotcrete panel placement; in-plant truss inspection, petrographic testing, R-value determination and street section design for City capital improvement projects.
- Working directly with City's project engineer and/or inspector to schedule and perform materials testing as required.
- Staffing requested tasks with properly trained certified, and qualified professionals.
- Providing reports to the City as required.
- Immediate notification to the City of materials related to potential material deficiencies.
- Attendance to any and all meetings as requested and directed by the City.
- Availability for "on-call" and weekend work.

2. Environmental Services

Tasks including, but not limited to preparation of environmental review documents for transportation and utilities projects may include some or all of the following:

- Technical analysis of one or more potential environmental impacts (such as, but not limited to: biological, visual, noise, traffic, air quality, greenhouse gases, hydrology, hazardous materials and waste, geotechnical, and cultural and historic resources); initial studies negative declaration or mitigated

Title: ON-CALL MATERIALS TESTING AND ENVIRONMENTAL SERVICES FOR UTILITIES (WATER AND WASTEWATER), STREETS, STORMWATER, FACILITIES, AND PARKS PROJECTS

#23-040

negative declaration; environmental impact reports; statutory worksheets; and environmental assessment.

- The scope of the consultant's work may include filing, noticing, and coordination of public review and comment processes for environmental review documents in accordance with State statute and local procedures.
- The work developed by consultant must be adequate to meet the requirements of California Environmental Quality Act, State CEQA Guidelines, State Planning and Zoning law, National Environmental Policy Act (NEPA), and the National Historic Preservation Act, where applicable.

4. INSURANCE REQUIREMENTS

4.1. INSURANCE REQUIREMENTS

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated March 6, 2023, by and between Terracon Consultants, Inc., hereinafter referred to as "Consultant", and the City of Benicia, hereinafter referred to as "City", providing for professional services.

4.2. 1. Consultant's Duty to Show Proof of Insurance

Consultant, in order to protect City and its City Council members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Consultant's acts, errors, or omissions in connection with the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Consultant shall not perform any work under this Agreement until Consultant has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the City's authorized insurance tracking platform. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, Consultant shall promptly deliver to City a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to City prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Consultant or City as an additional insured.

4.3. Insurance Requirements: Commercial General Liability Insurance

Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the City), Products-Completed Operations Hazard, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Consultant's performance of services under this Agreement. The Commercial

Title: ON-CALL MATERIALS TESTING AND ENVIRONMENTAL SERVICES FOR UTILITIES (WATER AND WASTEWATER), STREETS, STORMWATER, FACILITIES, AND PARKS PROJECTS

#23-040

General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Consultant shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence and four million dollars (\$4,000,000) aggregate.

4.4. [Business Automobile Liability Insurance](#)

Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of Services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence.

4.5. [Workers' Compensation Insurance](#)

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

4.6. [Professional Liability Insurance](#)

Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, all negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.

4.7. [Self-Insured Retention](#)

Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of insurance or other documentation provided to City and must be approved by the City Risk Manager.

4.8. [Claims-Made Basis Coverage](#)

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either (i) maintain said coverage for at least five (5) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than five (5) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

Title: ON-CALL MATERIALS TESTING AND ENVIRONMENTAL SERVICES FOR UTILITIES (WATER AND WASTEWATER), STREETS, STORMWATER, FACILITIES, AND PARKS PROJECTS

#23-040

4.9. Insurance terms and conditions:

3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Consultant shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Consultant in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

3.2 All insurance shall be issued by a company or companies admitted or authorized to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII Any exception to these requirements must be approved by the City Risk Manager.

3.3 If Consultant is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the insurance coverages and endorsements required above. The City will not accept such coverage unless the City determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Consultant is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3.5 Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the City from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

3.6 Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. City, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Consultant, City shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Consultant agrees to reimburse City for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by City to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

3.7 Should any of the required insurance (other than errors and omissions insurance) be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defenses costs be included in such general aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limit specified above.

Title: ON-CALL MATERIALS TESTING AND ENVIRONMENTAL SERVICES FOR UTILITIES (WATER AND WASTEWATER), STREETS, STORMWATER, FACILITIES, AND PARKS PROJECTS

#23-040

3.8 City may (but is under no obligation to) secure project-specific insurance, wrap-up insurance, or administer an owner controlled insurance program ("OCIP"), in which case Consultant and its subconsultants shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Consultant's fees under this Agreement (and the fee of its subconsultants under subconsultant agreements) shall be reduced by the amount of insurance premiums that may be avoided by Consultant and its subconsultants by virtue of the City's obtaining the project-specific insurance, wrap-up insurance or administering an OCIP, and the exclusion of this project from coverage of Consultant's and subconsultants policies. Construction Manager and its subconsultants shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

Title: ON-CALL MATERIALS TESTING AND ENVIRONMENTAL SERVICES FOR UTILITIES (WATER AND WASTEWATER), STREETS, STORMWATER, FACILITIES, AND PARKS PROJECTS

#23-040

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

“Terracon Consultants, Inc.”

By: _____ Cenk Ergin _____

Its: _____ Department Manager _____



“City”

DocuSigned by:
By: Mario Giuliani
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Its: _____ Interim City Manager _____

“Department”

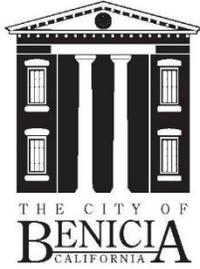
DocuSigned by:
By: Kyle Ochenduszyko
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Its: _____ Public Works Director _____

“City Attorney”

DocuSigned by:
By: Ben Stock
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Its: _____ City Attorney _____



AGENDA ITEM
CITY COUNCIL MEETING DATE – FEBRUARY 17, 2026
BUSINESS ITEM

TO : City Manager

FROM : Assistant City Manager

SUBJECT : **PROJECT UPDATE FOR THE EASTERN GATEWAY
INFRASTRUCTURE MASTER PLAN AND CIRCULATION
ELEMENT UPDATE**

EXECUTIVE SUMMARY:

The City of Benicia is developing the Eastern Gateway Infrastructure Master Plan (EG-IMP) to address infrastructure constraints and facilitate mixed-use, walkable development within the 21-acre Eastern Gateway Priority Development Area (PDA). This staff report provides the City Council with a comprehensive update on project progress to date and a timeline for returning to Council with a final plan for adoption. As this is an informational update, no formal action is requested.

RECOMMENDATION:

Receive the update and accept public comment.

BUDGET INFORMATION:

As this is an informational item, no action is requested and there is no budgetary impact. The EG-IMP is funded through a regional PDA grant in the amount of \$312,275.

BACKGROUND:

Eastern Gateway Infrastructure Master Plan

In 2022, the city rezoned a 13.5-acre area surrounding the intersection of Military East and East Fifth Street, known as the Eastern Gateway, to support mixed-use and multi-family housing development. The rezoning included new land use and streetscape requirements, including expanded sidewalks with landscaping to improve the public realm and transform the area from an underutilized commercial corridor to a vibrant and accessible neighborhood. Recognizing that the existing above- and below-ground infrastructure in the area poses barriers to development, the EG-IMP will establish a strategy to implement the community’s vision for a walkable and bike-friendly neighborhood.

The EG-IMP is informed by prior planning efforts for the Eastern Gateway, ongoing public engagement and technical review. The EG-IMP will incorporate an analysis of

existing conditions and constraints, along with preliminary (30%) design plans, strategies and policies to guide future improvements.

Because most of the Eastern Gateway area is already developed, redevelopment will often be the primary opportunity to construct frontage improvements and to secure private participation (through conditions of approval, agreements, in-lieu contributions, and/or shared-cost improvements tied to redevelopment). The City can accelerate priority segments and “gap” projects through grant funding (e.g., Active Transportation Program and other state/federal programs) and by packaging projects with strong readiness materials (phasing, 30 percent designs, and cost estimates) to compete effectively.

Work Completed to Date

1. Background and Existing Conditions Report (June 2025)¹

The project team completed a comprehensive assessment of existing infrastructure, safety conditions, and accessibility within the Eastern Gateway. This report established a baseline understanding of current street conditions, utility systems, drainage patterns, topography, and land use.

2. Constraints Analysis Report (July 2025)²

Building on the existing conditions assessment, the Constraints Analysis Report identified specific infrastructure limitations, barriers to development, and regulatory challenges. The report:

- Evaluated right-of-way constraints on East 4th Street, East 5th Street, East N Street, and Military East; and
- Analyzed utility infrastructure challenges including water, sewer, stormwater, and overhead utilities; and
- Identified environmental constraints including topography and localized flooding; and
- Documented legal encumbrances including encroachment issues, zoning regulations, easement issues, and impacts on existing businesses; and
- Assessed parking and sight distance conflicts with pedestrian safety.

Key findings highlighted that narrow street utilization, utility pole encroachments, steep topography, and stormwater deficiencies create barriers to implementing 12-foot sidewalks, complete streets, and supporting infill development.

3. Recommendations Report (in progress)

The Recommendations Report will outline a strategic path forward with specific, actionable strategies and programs. Improvement areas include public realm strategies, complete streets design, alley activation and access, and utility maintenance/upgrades.

¹ [Background and Existing Conditions Summary Report](#)

² [Constraints Analysis report](#)

The Recommendations Report will include 30% design plans of streets within Eastern Gateway, policies to implementation, cost estimates, and potential funding sources. The Recommendations Report is anticipated to be completed by the end of February 2026 and posted on the project webpage: [Eastern Gateway Study Area - Benicia, California](#). Its availability will be announced via the project listserv and City of Benicia This Week.

Public Outreach Conducted to Date

1. Community Workshop #1 (February 2025)

Community Workshop #1 was held in-person on February 5, 2025, at the Benicia Community Center and virtually via Zoom on February 12, 2025. The objectives of this workshop were to gather community input on existing conditions, identify key challenges and opportunities for walking, cycling, and multimodal circulation, and develop a shared vision for a pedestrian- and bicyclist-friendly Eastern Gateway.

Workshop #1 engaged over 40 participants in total. Participants discussed bike lanes, pedestrian safety, circulation, accessibility, public spaces, and community priorities. Feedback emphasized the need for safer sidewalks, consistent pedestrian crossings, separated or buffered bike lanes, and shade trees along sidewalks. Participants highlighted traffic safety concerns, particularly at high-conflict intersections and freeway on/off-ramps, and expressed interest in integrating regional trails and open spaces within the plan. Common concerns included the lack of continuous pedestrian facilities, limited bike lane protection, and frequent vehicle-pedestrian conflicts near intersections such as East 5th and Military East.

2. Stakeholder Interviews (February 2025)

Stakeholder interviews included sessions with Solano Transportation Authority (STA) Bicycle and Pedestrian Technical Advisory Committee members on February 20, 2025, and with local design professionals and property owners on February 24, 2025. These interviews provided insights on current experiences navigating the Eastern Gateway, identify infrastructure challenges, and design solutions that balance safety, accessibility, and future development needs. Interview participants highlighted opportunities to improve transit access, connections to trails, and circulation along alleys, while ensuring parking and development considerations are integrated with pedestrian and bicycle improvements.

3. Community Workshop #2 (September 2025)

Community Workshop #2 was held in-person on September 3, 2025, at the Benicia Community Center and virtually on September 10, 2025, with 12 participants in total. The project team shared findings from the constraints analysis, presented preliminary recommendations for public realm and infrastructure improvements, and gathered input on priorities for safety, accessibility, and comfort. Draft conceptual recommendations for streetscape

improvements, stormwater management, and bike network connections were presented. Participants provided input on design priorities, conflicts, and opportunities for refinement.

Feedback reinforced the strong community consensus around prioritizing safe, accessible infrastructure for pedestrians and cyclists; preserving a balance between mobility improvements and business access; integrating stormwater, shade, and landscape design as visible components of streetscape upgrades; and ensuring that future design incorporates flexibility for constrained rights-of-way while maintaining design uniformity throughout Eastern Gateway. This input directly shaped refinements to the EG-IMP's conceptual cross-sections, design typologies, and implementation priorities, ensuring the final recommendations align with both City objectives and community aspirations.

Circulation Element Update Status

The City's Circulation Element, last updated in 1999, will be updated for consistency with current City policies and state legislation. Updates to the Circulation Element are still in draft and will include

- a) **Alignment with Active Transportation Plan:** The element will be amended to incorporate the recommended bicycle and pedestrian networks from the 2020 Solano County ATP. This includes adding a program with a specific timeline for the implementation of priority projects, as required by SB 932³.
- b) **Safety and Collision Analysis:** The updated element will integrate the Safe System Approach, as mandated by SB 932. This includes incorporating a collision hotspot analysis and adding new programs to implement measures that work toward eliminating traffic fatalities and severe injuries, particularly for pedestrians and bicyclists.
- c) **Truck Routes and Freight Movement:** To comply with AB 98⁴, the updated element will establish and map official truck routes. These routes were designed in consultation with GHD on areas near the port to ensure consistency with the Port Modernization Plan currently underway. GIS maps of truck routes will be made publicly available for freight operators in compliance with AB 98.
- d) **Level of Service (LOS) and Vehicle Miles Traveled (VMT):** The updated element will introduce a discussion, and policies related to VMT, a key metric for modern transportation planning. The City will retain its use of LOS as a policy for addressing traffic delays on major streets and requiring traffic studies for major projects.
- e) **Review of Goals, Policies, and Programs:** A comprehensive review is recommended to remove outdated or completed goals, policies, and programs,

³ [California-2021-SB932-Chaptered](#)

⁴ [Bill Text: CA AB98 | 2023-2024 | Regular Session | Chaptered | LegiScan](#)

and to add new ones that are consistent with the current needs of the city and its residents. New programs should include timelines for implementation to ensure accountability and progress.

At a Planning Commission Study Session on October 9, 2025⁵, the project team presented preliminary recommendations to modernize the Circulation Element. The Planning Commission provided focused direction.

NEXT STEPS:

Public review drafts of the EG-IMP and Circulation Element will be available for public review and additional community outreach (Community Workshop #3) in early Summer 2026. Subsequently, the deliverables will be finalized, and the project will move through adoption hearings before the Planning Commission and City Council in late Summer/Fall 2026.

ALTERNATIVE ACTIONS:

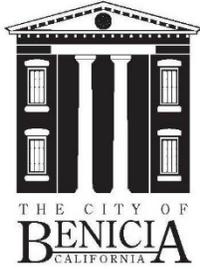
None.

ATTACHMENT:

None.

For more information contact: Suzanne Thorsen, AICP, Assistant City Manager/
Development Services Director
Phone: 707-746-4280
E-mail: SThorsen@ci.benicia.ca.us

⁵ The agenda item and minutes may be viewed at www.ci.benicia.ca.us/agendas



AGENDA ITEM
CITY COUNCIL MEETING DATE – FEBRUARY 17, 2026
BUSINESS ITEM

TO : City Manager

FROM : Deputy City Manager

SUBJECT : **FY26-27 CITY COUNCIL ANNUAL GOAL SETTING WORKSHOP**

EXECUTIVE SUMMARY:

The Goal Setting Workshop is an annual opportunity for Council to discuss and set its priorities for the next fiscal year, July 1, 2026 – June 30, 2027 (FY 26-27).

This year's Annual Goal Setting Workshop is separated into two sections. The February 17th item is designed for review of the progress made on current Work Plan, and review of the Public Works Work Plan. The February 19th workshop is designed for City Council to have discussion around concepts grounding the next Work Plan.

RECOMMENDATION:

Hold an annual Goal Setting Workshop opportunity for Council and the Staff to discuss and set its priorities for the next fiscal year July 1, 2026 – June 30, 2027.

BUDGET INFORMATION:

There is no impact on the budget at this time. Any budget impact associated with the projects and initiatives included in the Work Plan will be brought before Council for each item approval.

BACKGROUND:

The Annual Work Plan is comprised of unique projects that City staff will work on, and invest additional resources in, that are outside of normal business operations, and do not occur on a routine or yearly basis.

This year's Annual Goal Setting Workshop is separated into two sections. The February 17th agenda item is designed for review of the current Work Plan and review of the Public Works Work Plan. The February 19th workshop is designed for City Council to have discussion around concepts grounding the next Work Plan.

Strategic Plan

On June 18, 2024 the City Council adopted the City's Strategic Plan 2024-2028 (Attachment 1) which is the anchor document for how to evaluate and determine priority projects. This document includes the City's vision, mission, values, goals, as well as the City's Resiliency Plan. Annex A articulates the process for the annual goal setting process.

As a reminder, the City’s 5 Goals identified in the Strategic Plan are:

Goal 1: Achieve Financial Stability

Ensure the City has adequate and sustainable financial funding to deliver effective services to residents.

Goal 2: Promote Community Health and Safety

Protect residents’ quality of life in a safe, clean, and well-maintained community.

Goal 3: Expand Economic Development

Strengthen the local economy by supporting local businesses, providing opportunities for new businesses and job seekers, and facilitating housing.

Goal 4: Maintain Community Infrastructure

Strengthen investment in public infrastructure, including City roads, buildings, facilities, and water systems.

Goal 5: Provide Effective Government Services

Sustain the efficiency and effectiveness of the City’s services aligned with available resources.

Annual Goal Setting Workshop Agenda

Tuesday, February 17, 2026

- **FY 25-26 Work Plan Update.** Staff will review the current Work Plan and note ongoing work and accomplishments of current Priority Projects. Attached is the City of Benicia Work Plan for FY 25-26 with status updates (Attachment 2).
- **City of Benicia’s Infrastructure (Public Works).** Staff will review FY25-26 Work Plan for Public Works including topics such as facilities plan, planned construction projects, water projects, wastewater projects, fleet/electric vehicle, and roads.

Thursday, February 19, 2026

The purpose of this workshop is for the Mayor and City Council members to have an informal discussion with each other, and with city staff. There will be an opportunity for each Council Member to provide feedback and ask questions.

CEQA Analysis	This report is exempt from CEQA under Section 15061(b)(3) the “general rule” exemption, which states that where it can be seen with certainty that there is no environment, the activity is exempt from CEQA.
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ATTACHMENTS:

1. Strategic Plan 2024-2028
2. Work Plan – FY 2025-2026 with Status Updates

*For more information contact: Sarah Shawky, Deputy City Manager
Phone: 707.746.4200
E-mail: sshawky@ci.benicia.ca.us*



THE CITY OF
BENICIA
CALIFORNIA

THE CITY OF BENICIA

Strategic Plan

2024 – 2028

WELCOME

We are pleased to present the City of Benicia's Strategic Plan 2024-2028. As the City faces ongoing budget challenges, it is crucial that we chart a course toward fiscal resilience and long-term sustainability. Our strategic plan is more than just a document; it is our commitment to fiscal responsibility, transparency, and accountability. It is a roadmap that will guide us as we make tough choices and prioritize investments that will yield the greatest return for our community. By aligning our resources with our values, we can lay the foundation for a stronger future for our community.

Central to our strategic plan are a set of strategic goals that reflect our aspirations for the future. These goals encompass a wide range of areas, including financial sustainability, community health and safety, economic development, infrastructure, and effective government services. The strategic plan is organized as follows:

- Strategic Framework
 - Vision, Mission, Values
- Strategic Goals
 - Goal 1: Achieve Financial Stability
 - Goal 2: Promote Community Health and Safety
 - Goal 3: Expand Economic Development
 - Goal 4: Maintain Community Infrastructure
 - Goal 5: Provide Effective Government Services
- Appendix A: Annual Planning Cycle
- Appendix B: Resiliency Framework

Finally, we would like to thank all of the community members who helped to shape this plan by providing public comment, responding to surveys, attending town halls, and beyond. Our city is a vibrant community made up of diverse individuals, businesses, organizations, and institutions. Each one of us plays a vital role in shaping the character and direction of our city, and we thank you for your commitment to our community.

Steve Young
Mayor

Trevor Macenski
Council Member

Terry Scott
Vice Mayor

Kari Birdseye
Council Member

Tom Campbell
Council Member

Mario Giuliani
City Manager

STRATEGIC FRAMEWORK

OUR VISION

Benicia is a vibrant city that celebrates our rich culture, beautiful waterfront, welcoming community, and small-town feel.

OUR MISSION

Our mission is to provide sustainable city services to help our residents thrive. We strive to encourage economic opportunities, maintain sound infrastructure, and foster a safe and healthy community.

CITY VALUES

Accountable

We are honest, transparent, and committed to doing what's right.

Community-focused

We listen to our community members, adapt to changing circumstances, and communicate openly to meet our residents' needs today and in the future.

Inclusive

We foster an environment where all individuals feel welcome, respected, and empowered.

Teamwork

We work together to achieve common goals and collaborate to create the best possible services for our community.

Respectful

We act professionally, value others' perspectives, and create a supportive environment where all contributions are appreciated.

STRATEGIC GOALS



Goal 1: Achieve Financial Stability

Ensure the City has adequate and sustainable financial funding to deliver effective services to residents.



Goal 2: Promote Community Health and Safety

Protect residents' quality of life in a safe, clean, and well-maintained community.



Goal 3: Expand Economic Development

Strengthen the local economy by supporting local businesses, providing opportunities for new businesses and job seekers, and facilitating housing.



Goal 4: Maintain Community Infrastructure

Strengthen investment in public infrastructure, including City roads, buildings, facilities, and water systems.



Goal 5: Provide Effective Government Services

Sustain the efficiency and effectiveness of the City's services aligned with available resources.



Goal 1: Achieve Financial Stability

Ensure the City has adequate and sustainable financial funding to deliver effective services to residents.

- Grow near-term City revenue by proposing appropriate tax measures
- Grow long-term City revenue through a combination of the following activities:
 - Expand housing development with a focus on workforce and senior housing and in-fill development to meet the needs identified in the City's Housing Element
 - Increase grant revenue and ensure sufficient staffing resources to manage grants
 - Routinely evaluate the City's fee structure to ensure it is meeting the City's cost-recovery needs
 - Pursue economic development activities (see Economic Development goal for more details)
- Decrease City expenses through service reductions, which may include the following activities:
 - Reduce non-mandated services
 - Assess financial benefits to regionalizing/consolidating Dispatch and/or other functions
 - Assess financial benefits of creating special districts (ex: parks, port, etc.)
 - Inventory and review current City infrastructure/assets to identify opportunities to sell and/or otherwise reduce related City expenses
- Identify funding sources to support infrastructure and deferred maintenance needs (see Infrastructure goal for more details)
- Strive to implement a priority-based budgeting approach to ensure that City resources are being used in alignment with established goals

GOAL 1 PERFORMANCE MEASURES

- City revenues that support expenses
- Diversity of revenue sources
- Operating reserve fund balance
- Credit rating
- Unfunded pension liability as a percentage of General Fund revenue



Goal 2: Promote Community Health and Safety

Protect residents' quality of life in a safe, clean, and well-maintained community.

- Strive to maintain current Police and Fire service levels
- Invest additional resources in emergency preparedness, with a focus on staff training, seismic safety, flood, extreme heat, and fire
- Pursue opportunities to increase the environmental sustainability of the City and protections for our community, with a focus on leveraging outside funds to finance projects
- Continue current efforts to provide clean and well-maintained City parks
- Strive to provide services that improve residents' quality of life, such as Recreation and Library programming

GOAL 2 PERFORMANCE MEASURES

- Maintain police and fire response times
- Property crimes per 1,000 people / Clearance rate
- Violent crimes per 1,000 people / Clearance rate
- Funding secured to support environmental sustainability projects
- Resident participation in Library and Recreation activities, programs, and services
- Resident satisfaction survey results



Goal 3: Expand Economic Development

Strengthen the local economy by supporting local businesses, providing opportunities for new businesses and job seekers, and facilitating housing.

- Expand tourism activity within the City guided by the 2023 Strategic Tourism Marketing Plan
- Attract commercial and industrial businesses that can increase employment opportunities and City revenue
- Develop a long-range strategy for use of the Port that supports the City's financial and environmental sustainability goals
- Streamline and prioritize permitting processes to ensure the City is a strong partner for businesses and development
- Improve online access to zoning, licensing, and permitting information
- Continue current efforts to provide job search assistance through Library programs and services
- Continue current efforts to maintain and implement the City's Housing Element

GOAL 3 PERFORMANCE MEASURES

- Retail sales tax revenue
- Transient Occupancy Taxes revenue
- New business licenses
- Business license renewal rates
- Number of Housing Element programs completed or in progress



Goal 4: Maintain Community Infrastructure

Strengthen investment in public infrastructure, including City roads, buildings, facilities, and water systems.

- Conduct a facilities conditions assessment to accurately capture and prioritize deferred maintenance needs
- Update the City's Capital Improvement Plan on at least a biennial basis
- Continue efforts to maintain City infrastructure by identifying funding sources and/or implementing the priorities identified in plans and policies adopted by City Council (ex: Capital Improvement Plan, Parks Master Plan, etc.)
- Identify opportunities to fund street maintenance at a level that will improve the City's Pavement Conditions Index (PCI) ratings

GOAL 4 PERFORMANCE MEASURES

- Facility conditions assessment results
- Net investment in capital assets
- Total deferred maintenance costs
- Pavement Conditions Index ratings



Goal 5: Provide Effective Government Services

Sustain the efficiency and effectiveness of the City's services aligned with available resources.

- Recruit and retain high-quality employees
- Strengthen City-wide IT governance and strategy to ensure cohesive investment in IT infrastructure
- Assess, streamline, and reduce the use of commissions and committees to ensure that these groups provide the highest possible value to the City and community
- Continue efforts to incorporate diversity, equity, and inclusion practices across City services and operations, including the work of the City's Core Equity Team
- Develop a unified customer experience strategy that accounts for both in-person and digital services
- Focus the City's community engagement and communication efforts on high-priority initiatives to increase transparency and trust
- Continue to collaborate with the Benicia Unified School District (BUSD) to support quality education

GOAL 5 PERFORMANCE MEASURES

- Employee engagement survey results
- Employee turnover rates
- Employee vacancy rates
- Resident satisfaction survey results

APPENDIX A: ANNUAL PLANNING PROCESS

Each year, the City's management team will review the Strategic Plan and select specific objectives and actions that they believe will be critical to focus on for the upcoming year. These priorities will then be reviewed and approved by City Council. Once priorities have been established, the management team will develop an Annual Work Plan. In addition, the priorities will inform the budget development process. The general timeline is included below.

OCTOBER/NOVEMBER

- Management selects objectives/actions to incorporate into the Annual Work Plan for the following fiscal year

JANUARY

- City Manager collects concepts from City Council to review for potential inclusion in the Annual Work Plan for the following fiscal year

FEBRUARY

- City Council reviews strategic priorities and Annual Work Plan on the 3rd or 4th Friday in February, whichever City Hall is open
- Management provides progress report of the current Annual Work Plan to City Council
- City Council discusses the Annual Work Plan for the following fiscal year

MARCH

- Executive Management Team retreat to review Council feedback and draft the Proposed Annual Work Plan for the following fiscal year

APRIL/MAY/JUNE

- City Council acknowledges success of current Work Plan
- City Council study session to review Proposed Annual Work Plan with budget information
- City Council adopts Annual Work Plan and any necessary budget amendments

JULY

- Based on budget allocations and emergent needs, management develops a high-level implementation plan that describes actions, related timelines, and responsible parties

OCTOBER

- The planning cycle begins again

APPENDIX B: RESILIENCY FRAMEWORK

GUIDING PRINCIPLES

As the City continues its efforts to resolve its structural budget deficit, it is likely that additional budget reductions will be necessary and new initiatives will need to be carefully considered before the City invests current resources. To support these challenging conversations, the City has developed the following guiding principles:

- **Take a Multi-Pronged Approach.** To resolve the structural budget deficit, the City has established a multi-pronged approach to grow revenue, reduce expenses, and increase sustainable development. We recognize that the long-term solution to this issue relies on employing many tactics.
- **Do the Most Important Things Well. Cut Back on the Rest.** In a time of revenue shortfalls, we recognize that the City must offer services that provide the highest value to our community, while reducing service levels, divesting, or eliminating lower value services.
- **Be Transparent and Responsive to Community Input.** Community priorities are foundational to budget decisions. Especially when faced with challenging budget reductions, we will solicit and incorporate community input in the decision-making process.

DECISION-MAKING CRITERIA

When evaluating current or potential services, programs, or projects (collectively referred to as “initiatives”), the following questions can be used to guide the decision-making. Alternatively, these questions can form the basis to quantitatively score programs—as is done within a priority-based budgeting approach.

Incorporating these questions into decision-making processes ensures a thorough and strategic approach to resource allocation, ultimately enhancing the efficiency and effectiveness of City initiatives.

- **Mandated Services:** Is the initiative mandated?
- **Strategic Alignment:** Is the initiative aligned with the City’s strategic goals?
- **Mission Alignment:** Is the initiative aligned with our mission and within the City’s scope/authority or General Plan? Is there another organization that is better situated to take the lead on this initiative?
- **Revenue Generation:** Does the initiative generate revenue? If so, does the generated revenue meet or exceed the expense to provide the initiative?
- **Service Reduction:** Could we provide less of the initiative and still meet baseline mandates or community expectations?
- **Outsourcing Option:** Could this service be provided more cost-effectively by outsourcing this function to be delivered by a third-party?
- **Regionalization or Partnership Option:** Could this service be provided more cost-effectively through a partnership with other governmental agencies or nonprofit organizations?

ACKNOWLEDGEMENTS

Thank you to all the people who dedicated time and provided valuable input during the development of this strategic plan, including:

- City of Benicia Community Members
- City of Benicia Council Members
- City of Benicia Management and Staff

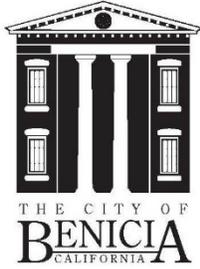
PREPARED BY MOSS ADAMS LLP

	A	B	C	D	E	F	H	I
1	FY 2025-2026 Work Plan							
2	Strategic Plan Goal Name	Priority	Work Plan Goal Objectives (Projects)	Project Phases	Workload	Department	Status	Status Notes
3	Achieve Financial Stability	1	City response to the Valero announcement	Action: Conduct financial impact analysis and economic impact analysis Action: Work with Valero, California Energy Commission, and Signature Development Group	Heavy	All	Continue	Conduct financial impact analysis - DONE . HDL Report adopted by Council on 10/14/2025. Work with Valero, California Energy Commission, and Signature Development Group - ONGOING
4	Achieve Financial Stability	1	Priority Based Budgeting - Program Evaluation Phase	Action: Complete each necessary phase (e.g. program inventory, program costs and revenue allocation, program impacts, scoring, etc.) to receive a program insights report including potential savings and reallocation recommendations for each program.	Heavy	All	Continue	PBB software implemented. Staff will prioritize Air District eligible programs in the near term. The goal is to fully implement PBB prior to the adoption of the FY27-29 budget.
5	Provide Effective Government Services	3	Special Event Ordinance	Action: Meet with all city departments for feedback on Draft Special Event Ordinance Action: Host a community workshop to meet with all Benicia based non-profit groups to discuss proposed ordinance and fees. Action: Take to both Community Services Commission & Economic Development Board for input and approval Action: Take to City Council for approval	Moderate	Community Services	Postponed. To be reviewed in Feb 2027.	The ordinance has been postponed due to its impact on our location non-profit organizations, particularly concerning the cost recovery and fees associate with it.
6	Expand Economic Development	2A	Diversity Art – Mural	Action: Locate City approved location for mural Action: Cost estimate for Art Project Action: Apply for grant funds Action: Go through the art approval process with the Arts & Culture Commission Action: Go to City Council for approval of the art project Action: Art work done by students and local artists Action: Installation of mural	Moderate/Heavy	Community Services	Continue	Location Selected: City Park (Done) Cost Estimate: \$10,000 - \$20,000. Applied for Grant Funds: (Done) We applied for the T-Mobile Hometown Grant. We were notified on December 8, 2025 that we were not selected in the highly competitive round. They were unable to give us specific feedback on our application due to the high volume. They did mention we scored very well, and they encouraged us to reapply. We plan to re-apply and also work with our community groups on options for fundraising.
7	Maintain Community Infrastructure	2A	Implement 5-Year Road Maintenance Plan Adopted by Council May 2025	Action: Conduct annual bids and road construction. First Measure F project in summer of 2026.	Heavy	Public Works	Complete	Projects will occur annually in the spring/summer. The 2026 road list has been approved by the council, with staff currently working on the '26 design.
8	Provide Effective Government Services	2A	Online Utility Billing Platform	Action: Configuration Action: Testing Action: Public Information Outreach and Implementation	Moderate	Finance	Continue	Project delayed due to staffing vacancies. Configuration and testing are in progress. Revising implementation plan including timeline and Public Information Outreach. Tentatively scheduled for completion by Summer 2026.
9	Maintain Community Infrastructure	2A	Library Basement Development	Action: Complete report from Noll and Tam	Moderate	Community Services/Public Works	Continue	A Project Assessment Report completed by Noll & Tam in May 2025 evaluated three levels of development. The baseline option, estimated at approximately \$1M (when adjusted for inflation), includes public restrooms, elevator and ADA upgrades, and code compliance improvements required for expanded public use. Cost estimates assume a July 2026 construction start and note that delays would increase costs by approximately 4.5 percent annually. Approximately \$300,000 is currently available in a dedicated capital fund for the Benicia Library. If the project is approved, the Benicia Library Foundation has committed an additional \$200,000, bringing the available funding to \$500,000, 50% of the estimated cost. The project is currently on hold pending Council direction and commitment for the remaining funding.

	A	B	C	D	E	F	H	I
2	Strategic Plan Goal Name	Priority	Work Plan Goal Objectives (Projects)	Project Phases	Workload	Department	Status	Status Notes
10	Promote Community Health and Safety	2A	Industrial Safety Ordinance (ISO)	Action: Establish Commission Action: Complete fee study Action: Fees to Council for adoption Action: Build guidance document and form templates Action: Provide training for businesses	Moderate/Heavy	Fire	Will be completed by June 2026. (Complete)	Establish Commission - DONE Complete fee study - DONE Fees to Council for adoption - DONE Build guidance document and form templates - DONE Provide training for businesses - Will continue into 2026 and beyond.
11	Maintain Community Infrastructure	2A	BUSD Facilities Partnership - New Middle School Agreement	Action: Establish new Middle School Field Agreement effective through Dec 2026 Action: Spring 2027 BUSD completes upgrades to Middle School field and assumes maintenance Action: City keeps James Lemos Swim Center open in Feb and Mar 2025 - 2029	Moderate	City Manager's Office	Complete	Benicia Middle School lease agreement approved October 2025. Semi-monthly meetings between Council and Trustees scheduled.
12	Promote Community Health and Safety	2A	Pedestrian Bridge Project	Action: Bid opening May 13, 2025 Action: Award Contract May 21, 2025 Action: Construction in July Action: Project completion November 2025	Heavy	Public Works	Complete	Pedestrian Bridge (falcon flyover) opened in October 2025. Project will be closed out in 2026.
13	Maintain Community Infrastructure	2A	PLLAD - Citywide Parks, Landscape, and Lighting District	Action: Survey 5/15-6/15 2025 Action: Ballot 8/1-9/15/2025 Action: Ballot results 10/21/25	Heavy	Public Works/City Manager's Office	Complete	In October 2025, the city property owners approved the formation of a new citywide Parks, Landscape, and Lighting Assessment District (PLLAD), ensuring dedicated funding for the maintenance and improvement of the city's public spaces and infrastructure.
14	Expand Economic Development	2A	Pro-Housing Designation	Action: Council Hearing and Resolution Action: Application to State Department of Housing and Community Development Action: Award of Pro-Housing Designation	Moderate	Development Services	Will be completed by June 2026. (Complete)	Council Hearing and Resolution - DONE Application to HCD - DONE (As of December 2025, City is responding to HCD comments and will resubmit by end of 2025) Award of Pro-Housing Designation - Anticipated in 1Q 2026.
15	Promote Community Health and Safety	2A	Bay Area Air District Settlement Funds Spending Plan	Action: Obtain Bay Area Air District submittal and approval process Action: Facilitate Board/Commission review process Action: Identify and propose city projects	Moderate	Public Works/City Manager's Office	Continue	Application will be submitted by deadline of May 2026, and funding award is anticipated in fall 2026.
16	Achieve Financial Stability	2B	Business License Tax Update	Action: Identify recommended code changes with EDB and assess fiscal impacts Action: Finalize analysis and recommended code changes Action: Council review proposed code changes Action: Code changes for voter consideration on 2026 ballot		City Manager's Office - Economic Development	Continue	In progress to currently be on the November 2026 ballot.
17	Maintain Community Infrastructure	2C	Raw Water Transmission Line	Action: Continue to work with FEMA for reimbursement Action: Complete design Action: Construction	Heavy	Public Works	Continue	The anticipated completion for the permanent repair of the raw water transmission line (RWTL) is expected by the end of 2026 and is currently at 95% design. The temporary RWTL reinbursement has been approved and will hopefully be presented by March.
18	Maintain Community Infrastructure	2C	Facility Needs Assessment	Action: RFQ/RFP Action: Facility inventory and inspection/evaluation Action: Report	Heavy	Public Works	Continue	The RFP has been closed, with bid review occurring. The report will be finalized 12 months after award.
19	Provide Effective Government Services	2C	Solid Waste and Recycling Franchise Agreement	Action: Get Consultant on Board for RFP Action: RFP award by June 2026, contract expires June 2027	Moderate	Public Works	Continue	RFP for consulting services released dec 17 2025, currently evaluating. Will be completed by June 2027.

	A	B	C	D	E	F	H	I
2	Strategic Plan Goal Name	Priority	Work Plan Goal Objectives (Projects)	Project Phases	Workload	Department	Status	Status Notes
20	Maintain Community Infrastructure	2C	Port of Benicia Facilities and Infrastructure Modernization Planning Grant	Action: Consultant, in collaboration with staff and Amports, prepares multiple reports for: Existing Conditions, SWOT Analysis, Port demand and capacity, transportation and circulation analysis, decarbonization and resiliency pathways, and capital improvement plan. Action: Update Industrial Design Guidelines and Zoning Ordinance Amendments for Council adoption Action: Complete CEQA Environmental Review Process for the Plan for Council certification. Action: City Council adoption of Final Port of Benicia Facilities and Infrastructure Modernization Plan	Heavy	City Manager's Office/Development Services/Public Works	Continue	Project is underway. Deliverables 1-2 presented to Council December 2025. Project expected to be completed Fall 2026.
21	Provide Effective Government Services	2C	Improve Transparency/Searchability with Documentation (Complete Laserfiche)	Action: Complete Laserfiche Templates by Department/Division (BLD, PLN, CMO) Action: Scan Building Safety Files Action: Scan Planning Division Files Action: Scan Clerk/CMO/CAO Files Action: Scan Additional Files (TBD)	Heavy	Development Services/City Manager's Office	Continue	Laserfiche templates are completed. Scanning is ongoing but proceeding at a slower pace than expected due the need to resolve technical issues (import scanned records to Laserfiche) and staffing limitations.
22	Expand Economic Development	2C	Eastern Gateway PDA Grant	Action: Background and Existing Conditions Report, Circulation Element Update Summary Action: Public Workshop Action: Constraints Analysis Action: Outreach Summary and Draft Recommendations Report Action: Public Review Draft Infrastructure Master Plan and Circulation Element + Public Workshop Action: CEQA/Tribal Consultation Action: Adoption of Infrastructure Master Plan and Circulation Element Amendment	Moderate/Heavy	Development Services	Will be complete by June 2026. (Complete)	Background and Existing Conditions Report, etc - DONE Public Workshop: Constraints - DONE Outreach Summary and Draft Recc Report - DONE Public Review Draft IMP and Circulation Element + Public Workshop - 2Q 2026 CEQA/Tribal Consultation - 2Q 2026 Adoption of Infrastructure Master Plan and Circulation Element Amendment - 3Q 2026
23	Expand Economic Development	2C	Housing Element Programs	Action: Pre-approved ADU Plans Action: Zoning Update for Statutory Alignment Action: SF Residential Density Program Action: Objective Planning and Design Standards	Heavy	Development Services	Complete	Pre-approved ADU Plans - Consultant onboard, complete by 2Q 2026. Zoning Update for Statutory Alignment - Complete on 12/16/25 SF Residential Density Program - Complete on 12/16/25 Objective Planning and Design Standards - Complete on 12/16/25
24	Expand Economic Development	2C	Surplus Land Act for Senior Center/Scout, and Fire Museum Properties	Action: Senior Center/Scout RFP Bid Scoring Action: Senior Center/Scout Negotiations Action: Senior Center/Scout Land Transaction Action: Senior Center/Scout Permitting Action: Fire Museum Notice of Availability Action: Fire Museum Good Faith Negotiations Action: Fire Museum Transaction Action: Fire Museum Parcel Map Waiver (consolidate parcels/set property boundary) Action: Fire Museum Permitting	Moderate/Heavy	Development Services	Complete	Senior Center/Scout RFP Bid Scoring - DONE Senior Center/Scout Negotiations - Completion in 1Q 2026 Senior Center/Scout Land Transaction - TBD Senior Center/Scout Permitting - Likely to occur in FY 27 Fire Museum Notice of Availability - DONE Fire Museum Good Faith Negotiations - DONE Fire Museum Transaction - N/A, no developer moved forward Fire Museum Parcel Map Waiver (consolidate parcels/set property boundary) - DONE Fire Museum Permitting - N/A, no developer moved forward
25	Maintain Community Infrastructure	2C	Unreinforced masonry (URM) - Establish inventory & conduct public outreach	Action: City response to the Valero announcement Action: Establish Brace Bolt Program Action: Public Information Outreach and Webpage - Seismic Hazards, brace bolt, etc. Action: Seismic Safety Ordinance	Heavy	Development Services	Continue	City response to the Valero announcement - N/A Establish Brace Bolt Program - Not Initiated Public Information Outreach and Webpage - Seismic Hazards, brace bolt, etc. - Initiate in 1Q 2026 Seismic Safety Ordinance - timeline TBD after outreach

2	A	B	C	D	E	F	H	I
	Strategic Plan Goal Name	Priority	Work Plan Goal Objectives (Projects)	Project Phases	Workload	Department	Status	Status Notes
26	Promote Community Health and Safety	2D	Electric Vehicle Charging	Action: Contract with consultant for Grants (EVCS) May 20th, 2025 Action: Infrastructure assessments for city owned property, and private property Action: Install	Moderate/Heavy	Public Works/City Manager's Office	Continue	Staff continues to work with EVCS on contract modifications as well as with soltrans and nv5 (consultant) on a county wide grant for an infrastructure assessments.
27	Promote Community Health and Safety	2E	Benicia Abandoned Vessel and Marine Debris Removal	Action: Grant submitted March 2025 Action: Secure Funds (project total ~\$6 M) Action: Tentative Project in FY 28/29	Moderate/Heavy	Public Works	Continue	One federal grant received (under \$1 million for investigation, soils, and design options). Staff has selected a consultant and continues to look for additional grant opportunities.
28								
29	Priority Definitions							
30	1 Top 2 priorities for FY 25-26							
31	2A In progress or getting underway, and will be completed by June 2026 (FY 25-26)							
32	2B In progress or getting underway, and will be completed by November 2026							
33	2C In progress or getting underway, and will be completed by June 2027 (FY 26-27)							
34	2D In progress or getting underway, and will be completed by June 2028 (FY 27-28)							
35	2E In progress or getting underway, and will be completed on or after June 2029 (FY 28-29)							
36	3 Next on the list. Will begin after priority 2 are complete.							
37								
38	Workload							
39	Light							
40	Moderate							
41	Heavy							



AGENDA ITEM
CITY COUNCIL MEETING DATE – FEBRUARY 17, 2026
COUNCIL MEMBER COMMITTEE REPORT

TO : City Manager

FROM : City Council

SUBJECT : **AD HOC “ACT” TASK FORCE GROUPS UPDATES**

The ad hoc City Council “ACT” Task Force Groups: Advocacy, Collaboration & Transition solicits feedback and participation from stakeholders as they deem helpful to gather information germane to their purpose, including business owners, employees, labor leaders, community members and governmental and non-governmental organizations.

The second City Council meeting of each month serves as an opportunity for the members of Council to report on the progress of each ad hoc group.

Task Force 1: ADVOCATE for Benicia’s Economy: - Mayor Young

This Task Force:

- Serves as a point of contact and leads efforts to work with State Officials such as the Governor’s Office of Economic Development, the California Energy Commission, elected leaders, labor and business representatives to advocate on behalf of Benicia relating to the potential shutdown of the refinery.
- Gathers information and reports on the economic value of the refining operations to Benicia’s economy, county employment, the States economy as well as the importance the Benicia refinery is to Travis Air Force Base.

Task Force 2: COLLABORATE with Community: Non-Profit Organizations, Sports Groups, Benicia Unified School District, Restaurants & Hotels - Council Member Largaespada

This Task Force:

- Coordinates between the various community groups that receive contributions and support from Valero.
- Understands the economic impact to these groups and facilitate collaboration between groups to maximize resources where possible and generate plans on how to proceed with either less funding or new means of revenue. Similarly, with sports groups, the intent is to quantify the financial contribution made to sports groups and how reduced support from Valero could impact users.

- Coordinates with Benicia Unified School District to analyze the impact on property tax revenue to the District and any other direct revenue loss from Valero's cessation of operations.
- Seeks to quantify the economic impact on hotels and restaurants with Valero's exit. The work of Councilmember Largaespada is to coordinate information, facilitate cooperation of resources between groups where feasible, and develop a plan of action on how to overcome the loss of revenue with Valero's departure.

Task Force 3: COLLABORATE with Benicia Industrial Park (BIP): Existing industrial park businesses, Rose Estates and Port of Benicia - Council Member Birdseye

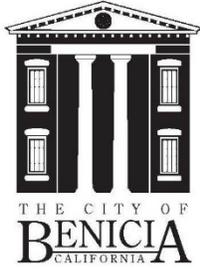
This Task Force:

- Works with impacted BIP businesses; understanding the impact on jobs, lost revenue and impacts on the stream of commerce.
- Coordinates the plans and actions of Rose Estates, the Priority Production Area plan of the Port with redevelopment efforts of the 930 acres of Valero's property with any interested developers.
- There may be an opportunity to synchronize development activity and/or work to incentivize new business development into the BIP including offshore wind manufacturing.

Task Force 4: TRANSITION Prepare for Transition and Redevelopment of Valero's 930 acres: Valero & Signature Development Group - Vice Mayor Macenski & Council Member Scott

This Task Force:

- Collaborates with Valero and Signature Development Group to imagine the possible reuse opportunities for the 930 acres of Valero's property.
- Helps to facilitate stakeholder involvement to solicit public feedback and visioning. Identifies the types of uses, be it residential commercial or industrial and those uses can be best incorporated into Benicia.
- Identifies reports and information that would be helpful to forecast highest and best use for Benicia's economic viability and environmental sustainability.



AGENDA ITEM
CITY COUNCIL MEETING DATE – FEBRUARY 17, 2026
COUNCIL MEMBER COMMITTEE REPORT

TO : City Council

FROM: City Manager

SUBJECT : **COUNCIL MEMBER COMMITTEE REPORTS**

The outside agency committees on which City of Benicia Council Members serve, are listed below. Please click on the links to view current and past agendas and minutes for all Council Member Committee Reports.

Association of Bay Area Governments (ABAG)
<https://abag.ca.gov/meetings>

Community Action Partnership Solano Joint Powers Authority (CAP Solano JPA)
<http://www.capsolanojpa.org/agendas---minutes.html>

Green Empowerment Zone Board of Directors
<https://www.contracosta.ca.gov/9963/Governing-Board-of-the-Green-Empowerment>

Marin Clean Energy (MCE)
<https://www.mcecleanenergy.org/meeting-archive/>

Solano County Water Agency (SCWA)
<https://www.scwa2.com/governance/board-meetings-agendas-minutes/>

SolTrans Joint Powers Authority
<https://soltrans.org/resources/meetings/>

Solano Transportation Authority (STA)
<https://sta.ca.gov/meetings-agendas/>

Valero Citizens Advisory Committee (CAP)
<https://www.beniciacap.com/>

FIRST AMENDMENT TO AGREEMENT

This FIRST Amendment of the Agreement, entered into March 1, 2026, by and between the City of Benicia, a municipal corporation (hereinafter "CITY") and Terracon Consultants, Inc., a Delaware Corporation, with an office located at 1220 Concord Avenue, Suite 450, Concord, CA 94520, (hereinafter "CONTRACTOR"), is made with reference to the following:

1. Recitals

A. On March 6, 2023, an agreement identified as Contract ID # 23-040 was entered into by and between CITY and CONTRACTOR, ("Agreement"); and

B. CITY and CONTRACTOR desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

2. Amendments

2.1. Term of Agreement

Term of Agreement paragraph of the Agreement is modified to: conclude on March 1, 2028.

2.2. Compensation

Compensation paragraph of the Agreement is modified to: This contract is being increased in the amount of \$200,000, for a new total amount not to exceed \$400,000.

2.3. End of Amendments

Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused the modification of Agreement to be executed on March 1, 2026.

[SIGNATURES ON THE FOLLOWING PAGE]

Title: ON-CALL MATERIALS TESTING AND ENVIRONMENTAL SERVICES FOR UTILITIES (WATER AND WASTEWATER),
STREETS, STORMWATER, FACILITIES, AND PARKS PROJECTS

#23-040

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

“Terracon Consultants, Inc.”

DocuSigned by:
By: Leuk Ergin
B5A91D67B2134A9...

Its: Department Manager

“City”

By: _____

Its: _____

“City Attorney”

By: _____

Its: City Attorney

FIRST AMENDMENT TO AGREEMENT

This FIRST Amendment of the Agreement, entered into March 1, 2026, by and between the City of Benicia, a municipal corporation (hereinafter "CITY") and Consor North America, Inc. (Park Engineering, Inc.), a Corporation , with its primary office located at 6505 Waterford District Drive, Suite 470, Miami, FL 33126, (hereinafter "CONTRACTOR"), is made with reference to the following:

1. Recitals

A. On March 6, 2023, an agreement identified as Contract ID # 23-050 was entered into by and between CITY and CONTRACTOR, ("Agreement"); and

B. CITY and CONTRACTOR desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

2. Amendments

2.1. Term of Agreement

Term of Agreement paragraph of the Agreement is modified to: conclude on March 1, 2028.

2.2. Compensation

Compensation paragraph of the Agreement is modified to: This contract is being increased in the amount of \$400,000, for a new total amount not to exceed \$600,000.

2.3. End of Amendments

Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused the modification of Agreement to be executed on March 1, 2026.

[SIGNATURES ON THE FOLLOWING PAGE]

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

“Conzor North America, Inc.”

By:  DocuSigned by:
Ian Machan
B62FACF7DF80446...

Its: 1/30/2026 | 12:25:31 PM EST

“City”

By: _____

Its: _____

“City Attorney”

By: _____

Its: City Attorney