



CITY OF SOLEDAD
JOINT CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY AND SUCCESSOR
HOUSING AGENCY SPECIAL MEETING AGENDA

WEDNESDAY, JULY 16, 2025

CITY HALL, COUNCIL CHAMBERS

7:00 PM

<https://cityofsoledad.zoom.us/j/82035318356>

Or Call

1-669-900-6833 and use Meeting ID: 820 3531 8356

Welcome to your City of Soledad City Council/Successor Agency Meeting. Your City
Councilmembers/Agencymembers are:

Mayor Anna Velazquez
Mayor Pro Tem Fernando Cabrera
Councilmember Fernando Ansaldo-Sanchez
Councilmember Evarista Banuelos
Councilmember Ben Caldera

-
- I. **CALL TO ORDER**
 - II. **ROLL CALL**
 - III. **PLEDGE OF ALLEGIANCE**
 - IV. **ADDITIONS/MODIFICATIONS TO THE AGENDA**

Items of business may be added to the agenda upon a motion adopted by a minimum 2/3 vote finding that there is a need to take immediate action and that the need for action came to the attention of the City subsequent to the agenda being posted. Items may be deleted from the agenda upon request of staff or upon action of the Council.

- V. **PUBLIC COMMENT**

At this time any member of the public may address the City Council on items not appearing on the agenda and items of interest to the public that are within the jurisdiction of the Council. A public comment card should be filled out completely to ensure the speaker is called upon to give comment. Public comments are generally limited to three (3) minutes; the mayor may further limit the time for public comments depending on the agenda schedule. Please be brief and to the point.

No action or discussion shall be taken on an item not appearing on the agenda.

VI. BUSINESS

1. Resolution No. 6265, A Resolution of the City Council of the City Of Soledad Approving a Contract for Construction Services with Blanca's Construction, Inc., in an Amount of \$544,507 Plus a 5% Contingency for a Total not to Exceed Amount Of \$571,733 for the Soledad ERF Interim Housing Site and Authorizing the City Manager or Designee to Execute Said Contract on Behalf of the City of Soledad

Attachments:

[Staff Report](#)

[Resolution No. 6265](#)

[Exhibit A](#)

[Attachment A - Blancas Inc. Bid](#)

COUNCIL ACTION: _____

2. Resolution No. 6266, A Resolution of the City Council of the City of Soledad Authorizing the City Manager to Execute Amendment No. 1 to the Professional Services Agreement with Benitez Security Services, Inc., Extending the Contract Term Through September 28, 2025, and Increasing the Total Contract Amount to an Amount Not to Exceed \$100,224

Attachments:

[Staff Report](#)

[Resolution No. 6266](#)

[Exhibit A](#)

[Attachment A - Professional Services Agreement](#)

[Attachment B - Scope of Services](#)

COUNCIL ACTION: _____

VII. FUTURE AGENDA ITEMS

VIII. ADJOURNMENT

In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact Deputy City Clerk Darlene Noriega at (831) 223-5014. Notification of at least 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (RCRF 35.102-35.104).

Any writing or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at City Hall located at 248 Main Street, Soledad, California during normal business hours.

En caso que usted necesite ayuda en leer o en entender este aviso de Junta Publica, usted puede ponerse en contacto con la oficina del Edificio Municipal en 248 Calle Main o llamar al número (831) 223-5014, y el aviso será traducido para usted.

Cualquier escrito o documento proporcionado a la mayoría del Concejo Municipal con respecto a cualquier asunto en esta agenda se pondrá a disposición para inspección pública en el Ayuntamiento ubicado en 248 Main Street, Soledad, California durante el horario laboral.

Advanced submittal of public comments via email are due by 2:00 P.M. on the day of the scheduled meeting to the Deputy City Clerk at darlene.noriega@cityofsoledad.com Comments are limited to 250 words or less and effort will be made to read your comment into the record, but some comments may not be read due to time limitations. The City Clerk will read email comments, provided that the reading shall not exceed three (3) minutes. The email comments submitted shall become part of the record.

La entrega anticipada de comentarios públicos por correo electrónico debe presentarse antes de las 2:00 p.m. del día de la reunión programada a la Secretaria Municipal al email darlene.noriega@cityofsoledad.com. Los comentarios están limitados a 250 palabras o menos y se hará un esfuerzo para leer su comentario en el registro, pero es posible que algunos comentarios no se lean debido a limitaciones de tiempo. La Secretaria Municipal leerá los comentarios del correo electrónico, siempre que la lectura no exceda los tres (3) minutos. Los comentarios enviados por correo electrónico pasarán a formar parte del registro.

CERTIFICATION

I, Darlene Noriega, Deputy City Clerk of the City of Soledad, do hereby certify that a copy of the foregoing Joint City Council/Successor Agency Special Meeting Agenda was posted at City Hall by Tuesday, July 15, 2025, at 5:00 p.m.



Darlene Noriega, Deputy City Clerk

07/10/2025



CITY OF SOLEDAD

STAFF REPORT

SUBJECT: Resolution No. 6265, A Resolution of the City Council of the City Of Soledad Approving a Contract for Construction Services with Blanca's Construction, Inc., in an Amount of \$544,507 Plus a 5% Contingency for a Total not to Exceed Amount Of \$571,733 for the Soledad ERF Interim Housing Site and Authorizing the City Manager or Designee to Execute Said Contract on Behalf of the City of Soledad

TO: Honorable Mayor Anna Velazquez and City Council

FROM: Beatriz Trujillo, Community and Economic Development Director,

THROUGH: Megan Hunter, City Manager

MEETING DATE: July 16, 2025

Recommendation

It is recommended that the City Council of the City of Soledad consider and adopt Resolution No. 6265, Approving a Contract for Construction Services with Blanca's Construction Inc., in an Amount of \$544,507 plus a 5% Contingency for a total not to exceed amount of \$571,733 for the Soledad ERF Interim Housing Site and Authorizing the City Manager to Execute said Contract on Behalf of the City of Soledad

Executive Summary

On April 18, 2024, The County of Monterey received a notification of intent to award \$4,726,964 in Encampment Resolution Funding (ERF-3) funds for the Salinas River/Soledad Encampment Project, with a portion allocated to the City through a subgrant agreement. To continue the implementation, City staff issued a formal Request for Bids (RFB) on June 18, 2025, for the site development of an interim housing site. The City of Soledad has set a longstanding goal of the development of the interim site/ These efforts will align with the ERF-3 objectives for the Salinas River/Soledad Encampment project plan and ensure full support for the encampment residents.

Therefore, Staff recommends that the City Council approve and contract for construction services with Blanca's Construction Inc., for the ERF Interim Site in the total amount not to exceed \$ 571,733. This project was budgeted for and will be funded from available ERF-3 funds.

Background

In 2022, under the authority of Chapter 7 of Part 1 of Division 31 of the California Health and Safety Code (sections 50250 et seq.), the Encampment Resolution Funding (ERF) Program was established to

increase collaboration between the California Interagency Council on Homelessness (CAL-ICH), local jurisdictions, and continuums of care (CoC's) to accomplish the following:

- Assist Local Jurisdictions in ensuring the safety and wellness of people experiencing homelessness in encampments.
- Provide grants to Local Jurisdictions and CoCs to resolve critical encampment concerns and transition individuals into safe and stable housing.
- Encourage a data-informed, coordinated approach to address encampment concerns.

In March 2023, Round 3 of the ERF Program (ERF-3) was authorized through Senate Bill 197 (Chapter 70, Statutes of 2022) and funded by Senate Bill 101 (Chapter 12, Statutes of 2023), which appropriated \$400 million statewide. On January 17, 2024, the City Council authorized staff to partner with the County of Monterey to jointly develop and submit an ERF-3 application. On April 18, 2024, Cal-ICH awarded the County \$4,726,964 for the Salinas River/Soledad Encampment Project. As part of this partnership, the County sub-granted \$2,691,087.60 to the City of Soledad through two agreements: \$542,746 for professional services and \$2,148,331.60 for site development.

The implementation of the ERF project began in August 2024 with the launch of professional services, including street outreach and motel voucher programs. On March 5, 2025, the City Council authorized two agreements with AMEG, LLC for architectural design services and for the procurement and installation of modular units for an interim housing site at 990 Los Coches Road. Due to health and safety concerns, the riverbed encampment was provisionally relocated in May 2024 to a small section of land at 990 Los Coches Road, where services are currently being provided to 24 participants; however, the site relies heavily on a 24-hour generator to power both electricity and the water system. To continue project implementation, the City issued a formal Request for Bids (RFB) on June 18, 2025, for the site development (permanent infrastructure installation) of the interim housing site.

Review & Analysis

Staff prepared and formally advertised through Planetbids a formal Request for Bids (RFB) from qualified individuals or firms for the ERF Interim Housing Site. This RFB was bid out on Wednesday, June 18, 2025, with a bid close date of Wednesday, July 7, 2025. The City received one (1) bid as shown in the table below:

<u>Name of Bidder</u>	<u>Bid Amount</u>
Blanca's Construction Inc.	\$544,507.00

Following a thorough review of the bid and verification through reference checks, staff determined that Blanca's Construction Inc. is a responsive and responsible bidder. The bid amount falls within the City's estimated construction cost range of \$500,000 to \$600,000, which aligns with cost trends observed in other recent City projects.

Given the immediacy of the project, timely selection of a contractor is critical. As of May 2025 program participants began residing at the provisional encampment site, which currently relies on a 24-hour generator for power. This generator requires ongoing maintenance and constant oversight by City staff, placing strain on limited resources. Prompt execution of site development work will allow for permanent infrastructure installation, improve living conditions for onsite residents, and reduce operational burdens on City personnel.

Therefore, staff recommends awarding a construction contract to Blanca's Construction Inc. for the ERF Interim Housing Site. The City's standard public works contract will be used for this engagement.

Financial Considerations

The funding received through the ERF-3 subrecipient agreements with County is fully fund the interim housing site. The Community and Economic Department is administer the ERF-3 grant and continues to coordinate with the City’s Finance and Legal Departments to ensure full regulatory compliance and the efficient disbursement of funds.

Alternatives

- Approve the resolution as presented.
- Defer adoption of the required resolution pending additional information. This is not recommended as it will delay the development of the interim site and implementation of the program.

Planning/CEQA

The City has determined that the proposed action is not a project as defined by the California Environmental Quality Act (“CEQA”), CEQA Guidelines Section 15378. In 2024, SB 1395 established the development of Low Barrier Navigation Centers such as the instant project as ministerial actions, obviating the need for CEQA analysis. Moreover, per Government Code Section 8698.4(a), projects undertaken by a city during a declared shelter crisis to provide emergency housing are statutorily exempt from CEQA. This exemption allows local governments to expedite the development of temporary shelters without undergoing lengthy environmental review processes.

Public Notice Requirements

A public notice was published and posted in the Salinas Valley Tribune on June 18 and 25.

Attachment(s):

Resolution No. 6265

Exhibit A

Attachment A - Blancas Inc. Bid

RESOLUTION NO. 6265

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD APPROVING A CONTRACT FOR CONSTRUCTION SERVICES WITH BLANCA'S CONSTRUCTION, INC., IN AN AMOUNT OF \$544,507 PLUS A 5% CONTINGENCY FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$571,733 FOR THE SOLEDAD ERF INTERIM HOUSING SITE, AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO FINALIZE AND EXECUTE SAID CONTRACT ON BEHALF OF THE CITY

WHEREAS, the State of California established the Encampment Resolution Funding (ERF) Program under the authority of Chapter 7 of Part 1 of Division 31 of the California Health and Safety Code (Sections 50250 et seq.) to support local efforts to address the health, safety, and housing needs of individuals experiencing homelessness in encampments; and

WHEREAS, the ERF Program Round 3 (ERF-3) was authorized through Senate Bill 197 (Chapter 70, Statutes of 2022) and funded by Senate Bill 101 (Chapter 12, Statutes of 2023), appropriating \$400 million statewide; and

WHEREAS, on January 17, 2024, the Soledad City Council authorized City staff to partner with the County of Monterey to develop and submit a joint ERF-3 application; and

WHEREAS, on April 18, 2024, the California Interagency Council on Homelessness awarded \$4,726,964 to the County of Monterey for the Salinas River/Soledad Encampment Project, of which \$2,691,087.60 was sub-granted to the City of Soledad for professional services and site development; and

WHEREAS, the City issued a formal Request for Bids (RFB) for construction of the ERF Interim Housing Site on June 18, 2025, and received one (1) bid by the July 7, 2025 deadline from Blanca's Construction, Inc., in the amount of \$544,507; and

WHEREAS, following staff review and reference checks, Blanca's Construction, Inc. was deemed responsive and responsible, and the bid amount falls within the City's estimated range of \$500,000 to \$600,000; and

WHEREAS, due to health and safety concerns, the City provisionally relocated the riverbed encampment to 990 Los Coches Road in May 2024, where 24 participants currently reside and rely on a 24-hour generator for electricity and water system operations, requiring intensive City staff oversight; and

WHEREAS, prompt execution of the construction contract is necessary to install permanent infrastructure, improve health and safety conditions at the site, and reduce the operational burden on City personnel; and

WHEREAS, the total project cost, including a 5% contingency, shall not exceed \$571,733 and will be funded through the City's ERF-3 subrecipient agreement with the County of Monterey; and

WHEREAS, the City Council finds that this action is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Government Code Section 8698.4(a) and SB 1395.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Soledad as follows:

1. All of the recitals set forth above are true and correct to the best of the Council's knowledge and by this reference are adopted herein as findings.
2. The City Council hereby approves the contract for construction services with Blanca's Construction Inc., a copy of which is attached hereto as **Exhibit A** and by this reference incorporated herein, in the amount of \$544,507 plus a 5% contingency, for a total not to exceed \$571,733, for the Soledad ERF Interim Housing Site.
3. The City Council authorizes the City Manager, or designee, in consultation with the City Attorney, to finalize and execute said contract and any related documents necessary to implement the project, on behalf of the City.

PASSED AND ADOPTED by the City Council of the City of Soledad at a special meeting duly held on the 16th of July 2025 by the following vote:

AYES, and in favor thereof, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ANNA M. VELAZQUEZ, Mayor

ATTEST:

MEGAN HUNTER, City Clerk

CONTRACT FOR CONSTRUCTION SERVICES WITH BLANCA'S CONSTRUCTION, INC., IN AN AMOUNT OF \$544,507 PLUS A 5% CONTINGENCY FOR A TOTAL NOT TO EXCEED AMOUNT OF \$571,733 FOR THE SOLEDAD ERF INTERIM HOUSING SITE

This public works contract ("Contract") is entered into by and between the City of Soledad ("City") and Blanca's Construction Inc., ("Contractor"), for work on the ERF Interim Housing Site Project ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. On July 16 2025, City authorized award of this Contract to Contractor for the amount set forth in Section 4, below. City has elected to include the following Project alternate(s) in the Contract: _____ <If the bid documents request bid alternates and City elects to include alternates in the Contract, identify the additive or deductive alternates. If the Contract does not include alternates, write "No alternates" in the space above.>
2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the documents listed below. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, including this Contract.
 - 2.1 Notice Inviting Bids;
 - 2.2 Instructions to Bidders;
 - 2.3 Addenda, if any;
 - 2.4 Bid Proposal and attachments thereto;
 - 2.5 Contract;
 - 2.6 Payment and Performance Bonds;
 - 2.7 General Conditions;
 - 2.8 Special Conditions;
 - 2.9 Technical Specifications
 - 2.10 Special Technical Provisions
 - 2.11 Project Plans and Specifications;
 - 2.12 Change Orders, if any;
 - 2.13 Notice of Potential Award;
 - 2.14 Notice to Proceed; and
 - 2.15 The following:

_____. <List additional documents here, if any, including the formal title and document date. If there are no additional documents, write "No other documents" in the space above.>
3. **Contractor's Obligations.** Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.
4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor \$544,507 ("Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions.

5. **Time for Completion.** Contractor will fully complete the Work for the Project, meeting all requirements for Final Completion, within 90 calendar days from the start date set forth in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.
6. **Liquidated Damages.** As further specified in Section 5.4 of the General Conditions, if Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of \$300 per day for each day of unexcused delay in achieving Final Completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.
7. **Labor Code Compliance.**
 - 7.1 **General.** This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance, as further specified in Article 9 of the General Conditions.
 - 7.2 **Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.
 - 7.3 **DIR Registration.** City may not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.
8. **Workers' Compensation Certification.** Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."
9. **Conflicts of Interest.** Contractor, its employees, Subcontractors, and agents may not have, maintain, or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or requirement, or in violation of any California law, including Government Code § 1090 et seq., or the Political Reform Act, as set forth in Government Code § 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.
10. **Independent Contractor.** Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from City.
11. **Notice.** Any notice, billing, or payment required by or pursuant to the Contract Documents must be made in writing, signed, dated, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF file. Notice is deemed effective upon delivery, except that service by U.S. Mail is deemed effective on the second working day after deposit for delivery. Notice for each party must be given as follows:

City:

City of Soledad
 248 Main Street
 Soledad, CA 93960
 (831) 223-5000
 Attn: Donald T. Wilcox, P.E.
DWilcox@cityofsoledad.gov

Copy to: <Name/Title>
 <Email address>

Contractor:

Name: _____
 Address: _____
 City/State/Zip: _____
 Phone: _____
 Attn: _____
 Email: _____
 Copy to: _____

12. General Provisions.

- 12.1 Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's and City's lawful heirs, successors and permitted assigns.
- 12.2 Third Party Beneficiaries.** There are no intended third party beneficiaries to this Contract.
- 12.3 Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Monterey County Superior Court, and no other place. Contractor waives any right it may have pursuant to Code of Civil Procedure § 394, to file a motion to transfer any action arising from or relating to this Contract to a venue outside of Monterey County, California.
- 12.4 Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
- 12.5 Integration.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor.
- 12.6 Severability.** If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.
- 12.7 Iran Contracting Act.** If the Contract Price exceeds \$1,000,000, Contractor certifies, by signing below, that it is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the "Act"), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.
- 12.8 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that

party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporations Code § 313.

[Signatures are on the following page.]

DRAFT

The parties agree to this Contract as witnessed by the signatures below:

CITY:

Approved as to form:

s/ _____

s/ _____

Name, Title

Name, Title

Date: _____

Date: _____

Attest:

s/ _____

Name, Title

Date: _____

CONTRACTOR: _____
Business Name

s/ _____

Seal:

Name, Title

Date: _____

Second Signature (See Section 12.8):

s/ _____

Name, Title

Date: _____

Contractor's California License Number(s) and Expiration Date(s)

END OF CONTRACT

Bid Proposal**Soledad ERF Interim Housing Site Project**

Blancas Construction, Inc. ("Bidder") hereby submits this Bid Proposal to the City of Soledad ("City") for the above-referenced project ("Project") in response to the Notice Inviting Bids and in accordance with the Contract Documents referenced in the Notice.

1. **Base Bid.** Bidder proposes to perform and fully complete the Work for the Project as specified in the Contract Documents, within the time required for full completion of the Work, including all labor, materials, supplies, and equipment and all other direct or indirect costs including, but not limited to, taxes, insurance and all overhead, for the following price ("Base Bid"):
\$ 544,507.
2. **Bidder's State Registration Number with Department of Industrial Relations:** Bidder provide State Registration number. Bids will not be considered if the registration number is missing.
1000035186
3. **Addenda.** Bidder agrees that it has confirmed receipt of or access to, and reviewed, all addenda issued for this bid. Bidder waives any claims it might have against the City based on its failure to receive, access, or review any addenda for any reason. Bidder specifically acknowledges receipt of the following addenda:

Addendum:	Date Received:	Addendum:	Date Received:
#01	<u>6/27/2025</u>	#05	<u> </u>
#02	<u>7/3/2025</u>	#06	<u> </u>
#03	<u> </u>	#07	<u> </u>
#04	<u> </u>	#08	<u> </u>

4. **Bidder's Certifications and Warranties.** By signing and submitting this Bid Proposal, Bidder certifies and warrants the following:
 - 4.1 **Examination of Contract Documents.** Bidder has thoroughly examined the Contract Documents and represents that, to the best of Bidder's knowledge, there are no errors, omissions, or discrepancies in the Contract Documents, subject to the limitations of Public Contract Code § 1104.
 - 4.2 **Examination of Worksite.** Bidder has had the opportunity to examine the Worksite and local conditions at the Project location.
 - 4.3 **Bidder Responsibility.** Bidder is a responsible bidder, with the necessary ability, capacity, experience, skill, qualifications, workforce, equipment, and resources to perform or cause the Work to be performed in accordance with the Contract Documents and within the Contract Time.
 - 4.4 **Responsibility for Bid.** Bidder has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in its completed bid. All statements and information provided in this Bid Proposal and enclosures are true and correct to the best of Bidder's knowledge.
 - 4.5 **Nondiscrimination.** In preparing this bid, the Bidder has not engaged in discrimination against any prospective or present employee or Subcontractor on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status.

- 4.6 Iran Contracting Act.** If the Contract Price exceeds \$1,000,000, Bidder is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the "Act"), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.
- 5. Award of Contract.** By signing and submitting this Bid Proposal, Bidder agrees that, if City issues the Notice of Potential Award to Bidder, then within ten days following issuance of the Notice of Potential Award to Bidder, Bidder will do all of the following:
- 5.1 Execute Contract.** Enter into the Contract with City in accordance with the terms of this Bid Proposal, by signing and submitting to City the Contract prepared by City using the form included with the Contract Documents;
- 5.2 Submit Required Bonds.** Submit to City a payment bond and a performance bond, each for 100% of the Contract Price, using the bond forms provided and in accordance with the requirements of the Contract Documents;
- 5.3 Insurance Requirements.** Submit to City the insurance certificate(s) and endorsement(s) as required by the Contract Documents; and
- 5.4 Certificates of Reported Compliance.** Submit to City valid Certificates of Reported Compliance for its fleet and its listed Subcontractors, if applicable, if the Project involves the use of vehicles subject to the Off-Road Regulation. (See Section 16 of the Instructions to Bidders.)
- 6. Bid Security.** As a guarantee that, if awarded the Contract, Bidder will perform its obligations under Section 5 above, Bidder is enclosing bid security in the amount of ten percent of its maximum bid amount in one of the following forms (check one):

☐ A cashier's check or certified check payable to City and issued by _____ [Bank name] in the amount of \$_____.

☒ A bid bond, using the Bid Bond form included with the Contract Documents, payable to City and executed by a surety licensed to do business in the State of California.

This Bid Proposal is hereby submitted on July 7, 2025.

s/ 

Oscar Blancas Owner

Name and Title

s/ _____
[See Section 3 of Instructions to Bidders]

Name and Title

Blancas Construction, Inc.

815807, Class B, 5/31/2027

Company Name

License #, Expiration Date, and Classification

6 W. Gabilan Street STE 22

1000035186

Address

DIR Registration #

Salinas CA 93901

831-320-4101

City, State, Zip

Phone

Oscar Blancas
Contact Name

oscar@blancasinc.com
Contact Email

END OF BID PROPOSAL

Bid Schedule

This Bid Schedule must be completed in ink and included with the sealed Bid Proposal. Pricing must be provided for each Bid Item as indicated. Items marked "(SW)" are Specialty Work that must be performed by a qualified Subcontractor. The lump sum or unit cost for each item must be inclusive of all costs, whether direct or indirect, including profit and overhead. The sum of all amounts entered in the "Extended Total Amount" column must be identical to the Base Bid price entered in Section 1 of the Bid Proposal form.

AL = Allowance
LF = Linear Foot

CF = Cubic Feet
LS = Lump Sum

CY = Cubic Yard
SF = Square Feet

EA = Each
LB = Pounds
TON = Ton (2000 lbs)

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
1	Base Bid	1	LS	\$ 544,507	\$ 544,507

* Final Pay Quantity

TOTAL BASE BID: \$ 544,507

Note: The amount entered as the "Total Base Bid" should be identical to the Base Bid amount entered in Section 1 of the Bid Proposal form.

BIDDER NAME: Blancas Construction, Inc.

END OF BID SCHEDULE

Subcontractor List

For each Subcontractor that will perform a portion of the Work in an amount in excess of one-half of 1% of the Bidder's total Base Bid,¹ the bidder must list a description of the Work, the name of the Subcontractor, its California contractor license number, the location of its place of business, its DIR registration number, and the portion of the Work that the Subcontractor is performing based on a percentage of the Base Bid price.

[illegible]

END OF SUBCONTRACTOR LIST

¹ For street or highway construction, this requirement applies to any subcontract of \$10,000 or more.

Noncollusion Declaration

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Owner [title] of Blancas Construction, Inc.
[business name], the party making the foregoing bid.

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

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

This declaration is intended to comply with California Public Contract Code § 7106 and Title 23 U.S.C § 112.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 7/7/2025 [date], at Salinas [city], CA [state].

s/ 

Oscar Blancas
Name [print]

END OF NONCOLLUSION DECLARATION

Bid Bond

Blanca's Construction Inc ("Bidder") has submitted a bid, dated , 20 ("Bid"), to City of Soledad ("City") for work on the **Soledad ERF Interim Housing Site Project** ("Project"). Under this duly executed bid bond ("Bid Bond"), Bidder as Principal and WESTERN SURETY COMPANY, its surety ("Surety"), are bound to City as obligee in the penal sum of ten percent of the maximum amount of the Bid (the "Bond Sum"). Bidder and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, as follows.

1. **General.** If Bidder is awarded the Contract for the Project, Bidder will enter into the Contract with City in accordance with the terms of the Bid.
2. **Submittals.** Within ten days following issuance of the Notice of Potential Award to Bidder, Bidder must submit to City the following:
 - 2.1 **Contract.** The executed Contract, using the form provided by City in the Project contract documents ("Contract Documents");
 - 2.2 **Payment Bond.** A payment bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Payment Bond form included with the Contract Documents;
 - 2.3 **Performance Bond.** A performance bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Performance Bond form included with the Contract Documents;
 - 2.4 **Insurance.** The insurance certificate(s) and endorsement(s) required by the Contract Documents;
 - 2.5 **Certificates of Reported Compliance.** Valid Certificates of Reported Compliance for its fleet and its listed Subcontractors, if applicable, in accordance with the In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR § 2449 et seq.) ("Off-Road Regulation"), if the Project involves the use of vehicles subject to the Off-Road Regulation; and any other documents required by the Instructions to Bidders or Notice of Potential Award.
3. **Enforcement.** If Bidder fails to execute the Contract or to submit the bonds, insurance certificates, and valid Certificates of Reported Compliance as required by the Contract Documents, Surety guarantees that Bidder forfeits the Bond Sum to City. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows.

Attn: WESTERN SURETY COMPANY
 Address: 151 N. Franklin, 17th Floor
 City/State/Zip: Chicago, IL 60606
 Phone: 605-336-0850
 Fax: 605-335-0357
 Email: UWServices2@cnasurety.com



4. **Duration and Waiver.** If Bidder fulfills its obligations under Section 2, above, then this obligation will be null and void; otherwise, it will remain in full force and effect for 60 days following the bid opening or until this Bid Bond is returned to Bidder, whichever occurs first. Surety waives the provisions of Civil Code §§ 2819 and 2845.

This Bid Bond is entered into and effective on July 2, 2025.

SURETY:

WESTERN SURETY COMPANY

Business Name

s/ David Jason Paul

July 2, 2025
Date

DAVID JASON PAUL, ATTORNEY IN FACT
Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

BIDDER:

Blanca's Construction Inc

Business Name

s/ Rocio Barco

7/7/25
Date

VP
Name, Title



END OF BID BOND

☐ Acknowledgment of Principal

☒ Acknowledgment of Surety (Attorney-in-Fact)

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

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } ss

On _____ date _____ before me, _____ here insert name and title of the officer,
personally appeared DAVID JASON PAUL _____,
name(s) of signer(s)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

(The balance of this page is intentionally left blank.)



Bidder's Questionnaire

Soledad ERF Interim Housing Site Project

Within 48 hours following a request by City, a bidder must submit to City a completed, signed Bidder's Questionnaire using this form and all required attachments, including clearly labeled additional sheets as needed. City may request the Questionnaire from one or more of the apparent low bidders following the bid opening, and may use the completed Questionnaire as part of its investigation to evaluate a bidder's qualifications for this Project. The Questionnaire must be filled out completely, accurately, and legibly. Any errors, omissions, or misrepresentations in completion of the Questionnaire may be grounds for rejection of the bid or termination of a Contract awarded pursuant to the bid.

Part A: General Information

Bidder Business Name: Blancas Construction, Inc. ("Bidder")

Check One: ☒ Corporation (State of incorporation: CA)
☐ Partnership
☐ Sole Proprietorship
☐ Joint Venture of: _____
☐ Other: _____

Main Office Address and Phone: _____

6 W. Gabilan Street STE 22 Salinas, CA 93901

Local Office Address and Phone: _____

Website Address: _____

Owner of Business: Oscar Blancas

Contact Name and Title: Oscar Blancas, Owner

Contact Phone and Email: 831-320-4101 oscar@blancasinc.com

Bidder's California Contractor's License Number(s): 815807

Bidder's DIR Registration Number: 1000035186

Part B: Bidder Experience

1. How many years has Bidder been in business under its present business name? 23 years
2. Has Bidder completed projects similar in type and size to this Project as a general contractor?
☒ Yes ☐ No
3. Has Bidder ever been disqualified from a bid on grounds that it is not responsible, or otherwise disqualified or debarred from bidding under state or federal law?
☐ Yes ☒ No

If yes, provide additional information on a separate sheet regarding the disqualification or debarment, including the name and address of the agency or owner of the project, the type and size of the project, the reasons that Bidder was disqualified or debarred, and the month and year in which the disqualification or debarment occurred.

4. Has Bidder ever been terminated for cause, alleged default, or legal violation from a construction project, either as a general contractor or as a subcontractor?

☐ Yes ☒ No

If yes, provide additional information on a separate sheet regarding the termination, including the name and address of the agency or owner of the subject project, the type and size of the project, whether Bidder was under contract as a general contractor or a subcontractor, the reasons that Bidder was terminated, and the month and year in which the termination occurred.

5. Provide information about Bidder's past projects performed as general contractor as follows:

- 5.1 Six most recently completed public works projects within the last three years;
- 5.2 Three largest completed projects within the last three years; and
- 5.3 Any project which is similar to this Project including scope and character of the work.

6. Use separate sheets to provide all of the following information for each project identified in response to the above three categories:

- 6.1 Project name, location, and description;
- 6.2 Owner (name, address, email, and phone number);
- 6.3 Prime contractor, if applicable (name, address, email, and phone number);
- 6.4 Architect or engineer (name, email, and phone number);
- 6.5 Project and/or construction manager (name, email, and phone number);
- 6.6 Scope of work performed (as general contractor or as subcontractor);
- 6.7 Initial contract price and final contract price (including change orders);
- 6.8 Original scheduled completion date and actual date of completion;
- 6.9 Time extensions granted (number of days);
- 6.10 Number and amount of stop notices or mechanic's liens filed;
- 6.11 Amount of any liquidated damages assessed against Bidder; and
- 6.12 Nature and resolution of any project-related claim, lawsuit, mediation, or arbitration involving Bidder.

Part C: Safety

1. Provide Bidder's Experience Modification Rate (EMR) for the last three years:

Year	EMR
2025	82
2024	83
2023	110

2. Complete the following, based on information provided in Bidder's CalOSHA Form 300 or Form 300A, Annual Summary of Work-Related Illnesses and Injuries, from the most recent past calendar year:

- 2.1 Number of lost workday cases: 0
- 2.2 Number of medical treatment cases: 0
- 2.3 Number of deaths: 0

3. Has Bidder ever been cited, fined, or prosecuted by any local, state, or federal agency, including OSHA, CalOSHA, or EPA, for violation of any law, regulation, or requirements pertaining to health and safety?

_____ Yes ☒ No

If yes, provide additional information on a separate sheet regarding each such citation, fine, or prosecution, including the name and address of the agency or owner of the project, the type and size of the project, the reasons for and nature of the citation, fine, or prosecution, and the month and year in which the incident giving rise to the citation, fine, or prosecution occurred.

4. Name, title, and email for person responsible for Bidder's safety program:

Oscar Blancas Owner oscar@blancasinc.com
Name Title Email

Part D: Verification

In signing this document, I, the undersigned, declare that I am duly authorized to sign and submit this Bidder's Questionnaire on behalf of the named Bidder, and that all responses and information set forth in this Bidder's Questionnaire and accompanying attachments are, to the best of my knowledge, true, accurate and complete as of the date of submission. **I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

Signature:  Date: 7/7/2025

By: Oscar Blancas
Name and Title

END OF BIDDER'S QUESTIONNAIRE

Bidder's References

(TO BE INCLUDED WITH BID)

The following are the names, addresses, and telephone numbers for three public agencies and/or private sector firms for which BIDDER has completed similar work within the past 3 years:

1. Gonzales Unified School District 600 Elko Street/ PO Box G Gonzales, CA. 93926

Name and Address of Owner

Trinidad Zavala 831-675-2495

Name and telephone number of person familiar with project

\$100,000 + Various repairs and modernization Since 2017

Contract Amount Type of Work Date completed

2. Office of Physical Planning, Development & Operations University of California, Santa Cruz
1156 High Street, Santa Cruz, CA 95064

Name and Address of Owner

Jose Sanchez 831-459-1692

Name and telephone number of person familiar with project

\$100,000 + Various repairs and modernization Since 2018

Contract Amount Type of Work Date completed

3. El Charrito Market 122 W. Market St. Salinas CA 93901

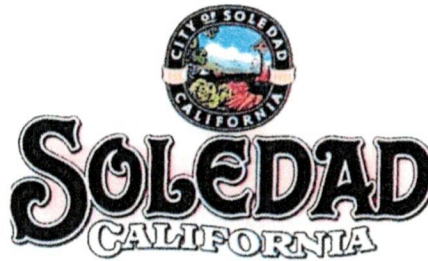
Name and Address of Owner

Carlos Moncada 831-206-1399

Name and telephone number of person familiar with project

\$300,000+ Various repairs 12/11/2023

Contract Amount Type of Work Date completed



Addendum Date: June 28, 2025

To: All Bidders

Project: Soledad ERF Interim Housing Site Project

Subject: Addendum No. 1

This Addendum is issued to add additional information and documentation to the project:

1. The following documents have been added to the project documents.
 - a. Soledad Emergency Shelter Foundation plan
 - b. Soledad Emergency Shelter plans

Issued by: _____

Alex Ramos, Assistant Engineer

Bidders shall acknowledge receipt of the Addendum by signing and dated below and returning the Addendum as part of the bid.

Bidder's Acknowledgement

Bidder's Authorized Representative

Date



Addendum Date: July 3, 2025

To: All Bidders

Project: Soledad ERF Interim Housing Site Project

Subject: Addendum No. 2

This Addendum is issued for informational and clarification purposes:

Questions and Responses to Q&A Set 1:

Question 1: Provide a detail or section for the parking lot/driveway referenced in construction note 1.

Response: Section Added to Sheet 3

Question 2: Provide a detail or section for PCC flatwork referenced in construction note 9.

Response: Section Added to Sheet 3

Question 3: What material is the handicap parking area? Please provide a section/detail as well.

Response: Class 2 Base

Question 4: What diameter is the sewer line referenced in construction note 10? Provide a detail for the sewer cleanout.

Response: Size per plan

Question 5: Construction note 13 references an electrical plan for schematics. Please provide this plan and any additional electrical details.

Response: Electrical added to plan

Question 6: Provide a detail for the fencing referenced in construction note 16.

Response: The fencing is not part of this contract

Question 7: 1. Is there a PG&E design for POC (Point of contention) note number 13 calls out CONSTRUCT ELECTRICAL SERVICE PER PG&E SERVICE TRENCH STANDARDS. SEE ELECTRICAL PLAN FOR SCHEMATIC AND DETAILS Where is the point of connection on the plans

Response: See revised Civil plan for location of power connection

Question 8: 2. Grade for concrete footings?

Response: Grade for footings as per plan

Question 9: 3. Encroachment permit fees to be provided by owner?

Response: Encroachment permit will not be required for this project

Question 10: 4. Compaction testing to be provided by owner?

Response: Compaction testing will not be provided by owner

Question 11: 5. Staking site elevations to be provided by owner?

Response: staking site elevations will be provided by owner

Question 12: 6. Note number 1 calls for CONSTRUCT PARKING LOT/DRIVEWAY, WITH 6" OF CLASS 2 AB COMPACTED TO 95% WITH SOIL STABILIZER, OVER 12" CLEAN NATIVE COMPACTED No finish surface is called out. Please clarify

Response: No asphalt

Question 13: 7. Note number 12 calls out NEW SCH 40 PVC WATER LINE, TO BE SIZED BY FIRE SPRINKLER DESIGNER is there a design for bidding purposes?

Response: Schedule 80 2" dia

Question 14: 8. Note number 16 calls: CONSTRUCT FENCING PER ARCHITECTURAL PLAN No architectural plans provided

Response: Fencing is not part of this scope of work

Question 15: 9 Specs call out: Modular Building work includes, utility connections (water, sewer, and electrical) to the modular buildings and associated utility work, concrete foundation footings, and seismic fastening (anchoring). Site Security work includes, the installation of a 6' wooden fence on three sides of the project with two 3' man gates (please see the attached plans). No details provided for utility connections at modular building

Response: This scope of work is underground pathways for electrical only. Water and sewer noted on plans, All other work by others

Question 16: Specs call out: The Project must be fully completed within 90 calendar days from the start date set forth in the Notice to Proceed. City anticipates that the Work will begin on or about July 17, 2025, but the anticipated start date is provided solely for convenience and is neither certain nor binding. Is there an estimated time of arrival on modular building? Who is responsible for logistics, delivery and placement of modular buildings on footings?

Response: AMEG(vendor) will coordinate units when completed

Issued by: 
Alex Ramos, Assistant Engineer

Bidders shall acknowledge receipt of the Addendum by signing and dated below and returning the Addendum as part of the bid.

Bidder's Acknowledgement


Bidder's Authorized Representative

1.3.2025.
Date

Nature and resolution of any project related claim: N/A

Private Work

1. KSBW

Prime Contractor: Blancas Construction Inc.

Architect or Engineer:

Scope of Work:

Initial Contract Price

Final Contract Price

Original Scheduled Completion Date

Actual Date of Completion

Time extensions Granted (Days)

Number and amount of stop notices or mechanic's liens filed: N/A

Amount of liquidated damage: N/A

2. El Charrito Market

Prime Contractor: Blancas Construction Inc,

Architect or Engineer: Rhombus Engineering Inc.

Scope of Work:

Initial Contract Price: \$307,653

Final Contract Price: \$307,653

Original Scheduled Completion Date: 6/10/2025

Actual Date of Completion: 6/10/2025

Time extensions Granted (Days): 0

Number and amount of stop notices or mechanic's liens filed: N/A

Amount of liquidated damage: N/A

3. New Out Door Kitchen

Moncada Residencia

Prime Contractor: Oscar Blancas

Architect or Engineer: Enviro International Inc.

Scope of Work: Out door kitchen with a chimney

Initial Contract Price: \$209,137

Final Contract Price: \$209137

Original Scheduled Completion Date: 12/11/2023

Actual Date of Completion :12/11/2013

Time extensions Granted (Days): 0

Number and amount of stop notices or mechanic's liens filed: N/A

Amount of liquidated damage: N/A

Similar to Soledad ERF Interim Housing Site Project

1. UCSC Village Trailer Seismic Corrections

University of Santa Cruz

Prime Contractor: Oscar Blancas

Architect or Engineer:

Scope of Work:

Initial Contract Price

Final Contract Price

Original Scheduled Completion Date

Actual Date of Completion

Time extensions Granted (Days)

Number and amount of stop notices or mechanic's liens filed: N/A

Amount of liquidated damage: N/A

Public Works Projects

1. UCSC Village Trailer Seismic Corrections

University of Santa Cruz

Prime Contractor: Oscar Blancas

Architect or Engineer: Jose Sanchez

Scope of Work: Seismic straightening of 4 existing housing units

Initial Contract Price: \$267,855

Final Contract Price: \$467,855

Original Scheduled Completion Date: 9/26/2024

Actual Date of Completion: 9/26/2024

Time extensions Granted (Days): 0

Number and amount of stop notices or mechanic's liens filed: N/A

Amount of liquidated damage: N/A

Nature and resolution of any project related claim: N/A

2. Gonzales Unified School District

La Gloria Elementary School

Prime Contractor: Oscar Blancas

Architect or Engineer: N/A

Scope of Work: Convert a classroom into two new offices

Initial Contract Price: \$64,788

Final Contract Price: \$64,788

Original Scheduled Completion Date: 9/13/2024

Actual Date of Completion: 9/13/2024

Time extensions Granted (Days): 0

Number and amount of stop notices or mechanic's liens filed: N/A

Amount of liquidated damage: N/A

Nature and resolution of any project related claim: N/A

3. Silicon valley

University of Santa Cruz

Prime Contractor: Oscar Blancas

Architect or Engineer: N/A

Scope of Work: The procurement and installation of a digital sign monument. Which was both furnished and install. The work included site demolition, installation and the setup of supporting electrical and low voltage infrastructure.

Initial Contract Price: \$305,700

Final Contract Price:\$ 335,727.87

Original Scheduled Completion Date: 2/14/2025

Actual Date of Completion: 2/14/2025

Time extensions Granted (Days): 0

Number and amount of stop notices or mechanic's liens filed: N/A

Amount of liquidated damage: N/A

Nature and resolution of any project related claim: N/A

4. DG Pad for Container

Boyton High School

Prime Contractor: Oscar Blancas

Architect or Engineer: N/A

Scope of Work: Excavate approximately 75 cy of dirt for new DG pad

Initial Contract Price: \$57,575

Final Contract Price\$57,575

Original Scheduled Completion Date: 6/7/2022

Actual Date of Completion : 6/7/2022

Time extensions Granted (Days): 0

Number and amount of stop notices or mechanic's liens filed: N/A

Amount of liquidated damage: N/A

Nature and resolution of any project related claim: N/A

Improvement projects at the Boynton High School foods classrooms

Prime Contractor: Oscar Blancas

Architect or Engineer: n/a

Scope of Work: Construct a new Classroom Kitchen

Initial Contract Price: 58,782.00

Final Contract Price 58,782.00

Original Scheduled Completion Date: 10/9/2021

Actual Date of Completion: 10/9/2021

Time extensions Granted (Days) none

Number and amount of stop notices or mechanic's liens filed: N/A

Amount of liquidated damage: N/A

Nature and resolution of any project related claim: N/A

5. UCSC Village Trailer Seismic Corrections

University of Santa Cruz

Prime Contractor: Oscar Blancas

Architect or Engineer:

Scope of Work:

Initial Contract Price

Final Contract Price

Original Scheduled Completion Date

Actual Date of Completion

Time extensions Granted (Days)

Number and amount of stop notices or mechanic's liens filed: N/A

Amount of liquidated damage: N/A



CITY OF SOLEDAD

STAFF REPORT

SUBJECT: Resolution No. 6266, A Resolution of the City Council of the City of Soledad Authorizing the City Manager to Execute Amendment No. 1 to the Professional Services Agreement with Benitez Security Services, Inc., Extending the Contract Term Through September 28, 2025, and Increasing the Total Contract Amount to an Amount Not to Exceed \$100,224

TO: Honorable Mayor Anna Velazquez and City Council

FROM: Beatriz Trujillo, Community and Economic Development Director,

THROUGH: Megan Hunter, City Manager

MEETING DATE: July 16, 2025

Recommendation

It is recommended that the City Council adopt Resolution No. 6266, “Authorizing the City Manager to Execute Amendment No. 1 to the Professional Services Agreement with Benitez Security Services, Inc., Extending the Agreement Term Through September 28, 2025, and Increasing the Total Contract Amount to an Amount Not to Exceed \$100,224” for continued provision of 24-hour unarmed security services at the ERF Provisional Encampment Site.

Executive Summary

The City of Soledad entered into a contract with Benitez Security Services, Inc. in May of 2025 to provide 24-hour unarmed security at the ERF-3 Provisional Encampment Site at 990 Los Coches Road, following the provisional relocation of individuals from the Salinas River encampment. To ensure continued security coverage through the Project’s transition period, staff recommends approval of Amendment No. 1, extending the contract term to September 28, 2025, and increasing the contract amount by \$54,144, bringing the total to \$100,224. This amendment will be fully funded through ERF-3 grant funds, with no impact on the City’s General Fund.

Background

In 2022, under the authority of Chapter 7 of Part 1 of Division 31 of the California Health and Safety Code (sections 50250 et seq.), the Encampment Resolution Funding (ERF) Program was established to increase collaboration between the California Interagency Council on Homelessness (CAL-ICH), local jurisdictions, and continuums of care (CoC’s) to accomplish the following:

- Assist Local Jurisdictions in ensuring the safety and wellness of people experiencing homelessness in encampments.

- Provide grants to Local Jurisdictions and CoCs to resolve critical encampment concerns and transition individuals into safe and stable housing.
- Encourage a data-informed, coordinated approach to address encampment concerns.

In March 2023, Round 3 of the ERF Program (ERF-3) was authorized through Senate Bill 197 (Chapter 70, Statutes of 2022) and funded by Senate Bill 101 (Chapter 12, Statutes of 2023), which appropriated \$400 million statewide. On January 17, 2024, the City Council authorized staff to partner with the County of Monterey to jointly develop and submit an ERF-3 application. On April 18, 2024, Cal-ICH awarded the County \$4,726,964 for the Salinas River/Soledad Encampment Project. As part of this partnership, the County sub-granted \$2,691,087.60 to the City of Soledad to develop an Interim Housing Site and provide services to eligible participants.

The implementation of the ERF Project began in August 2024 with the rollout of key professional services, including street outreach and motel voucher programs. However, due to significant health and safety concerns, the riverbed encampment required provisional relocation to 990 Los Coches Road while the development of the Interim Housing Site progressed. In February 2025, the County of Monterey awarded the City an additional \$193,331.60 to support relocation efforts and cover associated costs. The formal relocation of the encampment was completed in May 2024.

To address the needs of ERF Project participants and to safeguard the surrounding community and local businesses, the City contracted with Benitez Security Services, Inc. to provide 24-hour unarmed security at the temporary site. Benitez Security is a locally owned firm with direct experience working with the County's unsheltered population and has played an important role in maintaining site stability and participant safety.

Review & Analysis

To support the provisional relocation of individuals experiencing homelessness under the Salinas River/Soledad Encampment Resolution Funding (ERF-3) Project, the City entered into a Professional Services Agreement with Benitez Security Services, Inc. on May 20, 2025. The agreement established a contract term from May 20, 2025, through July 20, 2025, with a total contract amount not to exceed \$46,080. Under this agreement (**Attachment A**), Benitez Security provides 24-hour unarmed security services at the ERF Provisional Encampment Site located at 990 Los Coches Road, ensuring the safety of program participants, nearby residents, and local businesses.

Benitez Security Services, a locally owned firm, has a track record of working with unsheltered populations in Monterey County. Since their deployment to the site, the company has built a strong rapport with ERF Project participants, which has contributed to a stable and well-managed environment. Security personnel are licensed and trained through an in-house program and provide continuous, around-the-clock coverage, observing and reporting site activity, deterring unauthorized access, and supporting the enforcement of site rules and local laws.

Amendment No. 1 (Exhibit A) to the original agreement will extend the contract term from July 20, 2025, to September 28, 2025, and increases the total contract amount by \$54,144, bringing the new not-to-exceed total to \$100,224. This extension ensures continued 24-hour unarmed security coverage at the ERF Provisional Encampment Site as described on the Scope of Services (**Attachment B**). All other terms and conditions of the original agreement remain unchanged.

The extension of security services aligns with the overall ERF-3 Project timeline, as the modular Interim Housing Site—intended to serve as a medium-term housing solution for Project participants—

is on track for completion by September 2025. Once the site becomes operational, the need for 24-hour on-site security is expected to decrease significantly as individuals move into a more structured, service-supported environment. Approval of this amendment ensures uninterrupted security coverage during this critical transition period, supporting participant safety and the successful implementation of ERF-3 objectives.

Financial Considerations

The proposed amendment will be fully funded through the City's ERF-3 grant funds, which include a \$193,331.60 additional funds provided by the County in February 2025 to support relocation and operational costs. No General Fund dollars are required for this amendment.

Alternatives

- Accept Amendment No. 1 to the Professional Services Agreement with Benitez Security Services, Inc
- Do not accept Amendment No. 1 to the Professional Services Agreement with Benitez Security Services, Inc. This alternative is not recommended, as it could result in an interruption of site security coverage.

Planning/CEQA

Not a Project the City of Soledad has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378).

Public Notice Requirements

Not required

Attachment(s):

Resolution No. 6266

Exhibit A

Attachment A - Professional Services Agreement

Attachment B - Scope of Services

RESOLUTION NO. 6266

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH BENITEZ SECURITY SERVICES, INC., EXTENDING THE CONTRACT TERM THROUGH SEPTEMBER 28, 2025, AND INCREASING THE TOTAL CONTRACT AMOUNT TO AN AMOUNT NOT TO EXCEED \$100,224

WHEREAS, in 2022, the State of California established the Encampment Resolution Funding (ERF) Program to increase collaboration between the California Interagency Council on Homelessness (CAL-ICH), local jurisdictions, and Continuums of Care (CoCs) to address homelessness and encampment issues in a coordinated and data-driven manner; and

WHEREAS, the City of Soledad partnered with the County of Monterey to develop and submit a joint application for Round 3 of the ERF Program, which was awarded to the County in April 2024, and subsequently resulted in a sub-grant to the City of Soledad in the amount of \$2,691,087.60 for the development of an Interim Housing Site and associated services; and

WHEREAS, to ensure the safety and stability of individuals temporarily relocated to the ERF-3 Provisional Encampment Site at 990 Los Coches Road, the City entered into a Professional Services Agreement with Benitez Security Services, Inc. on May 20, 2025, for the provision of 24-hour unarmed security services; and

WHEREAS, to ensure uninterrupted security services during the transition period as the ERF-3 project progresses, Amendment No. 1 to the Professional Services Agreement with Benitez Security Services, Inc. is necessary to extend the contract term through September 28, 2025, and increase the total contract amount by \$54,144, bringing the new not-to-exceed total to \$100,224s; and

WHEREAS, the costs associated with Amendment No. 1 will be fully funded through the City's ERF-3 grant funds provided by the County of Monterey to support relocation and operational costs, and will not require any General Fund allocation; and

WHEREAS, the proposed action is not a project under the California Environmental Quality Act (CEQA) as defined by CEQA Guidelines Section 15378.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Soledad that the Council approves Amendment No. 1 to the Professional Services Agreement with Benitez Security Services, Inc., a copy of which is attached hereto as **Exhibit A** and by this reference incorporated herein, increasing the total contract to a not to exceed amount of \$100,224, , and authorizes and directs the City Manager to execute the same on behalf of the City of Soledad.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 16th of July 2025 by the following vote:

AYES, and in favor thereof, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ATTEST:

ANNA M. VELAZQUEZ, Mayor

MEGAN HUNTER, City Clerk



July 16, 2025

**CONTRACT AMENDMENT NUMBER 1
TO THE CONTRACT TITLED:**

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SOLEDAD
AND BENITEZ SECURITY SERVICES, INC.**

This Contract Amendment No. 1 ("Amendment") is made with reference to the Professional Services Agreement executed on May 20, 2025, by and between the City of Soledad ("City") and Benitez Security Services, Inc. ("Contractor") for the provision of 24-hour unarmed security services at the ERF Provisional Encampment Site located at 990 Los Coches Road, Soledad, CA.

The original agreement was authorized for an amount not to exceed \$46,080 and had a termination date of July 20, 2025.

This Amendment hereby modifies the Agreement as follows:

1. Term Extension: The term of the Agreement is extended through September 28, 2025.
2. Contract Amount: Compensation is increased by \$54,144, for a new total not to exceed amount of \$100,224.

All other terms and conditions of the original Agreement shall remain in full force and effect.

Megan Hunter
City Manager
City of Soledad

Jesus H. Benitez
Chief Executive Officer
Benitez Security Services, Inc.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF SOLEDAD AND
BENITEZ SECURITY SERVICES, INC.**

THIS AGREEMENT for professional services is made by and between the City of Soledad ("City") and Benitez Security Services, Inc. ("Contractor") (together sometimes referred to as the "Parties") as of May 20, 2025 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on July 20, 2025, the date of completion specified in Exhibit A, and Contractor shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to the Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.
- 1.2 **Standard of Performance.** Contractor shall perform all services required under this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that the City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such person, Contractor shall, immediately upon receiving notice from the City of such desire of the City, reassign such person or persons.
- 1.4 **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Contractor's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Contractor a sum not to exceed \$46,080, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and the Contractor's proposal, attached as Attachment A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from the City to the Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to the City in the manner specified herein. Except as specifically authorized by the City in writing, Contractor shall not bill the City for duplicate services performed by more than one person.

Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder,

including salaries and benefits of employees and subcontractors of Contractor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City, therefore, has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills, i.e., Progress Bill No. 1 for the first invoice, etc.
- The beginning and ending dates of the billing period.
- A Task Summary containing the original contract amount, the number of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion.
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense.
- The total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing services hereunder.
- The Contractor's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay the Contractor.

2.3 Final Payment. City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice if all services required have been satisfactorily performed.

2.4 Total Payment. City shall pay for the services to be rendered by Contractor pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Contractor submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 Hourly Fees. Fees for work performed by the Contractor on an hourly basis shall not exceed the amounts shown in Exhibit A.

- 2.6 Reimbursable Expenses.** Reimbursable expenses are specified below and shall not exceed \$-0-. Expenses not listed below are not chargeable to the City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement, which shall not be exceeded.
- 2.7 Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination.** In the event that the City or Contractor terminates this Agreement pursuant to Section 8, the City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to the Contractor only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Contractor's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of the City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Contractor, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Contractor shall provide proof satisfactory to the City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work for the City. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to the City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor
- c. For any claims related to this Agreement or the work hereunder, the Contractor's insurance covered shall be primary insurance 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 in excess of the Contractor's insurance and shall not contribute to it.
- d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

4.3 Professional Liability Insurance.

4.3.1 General Requirements. Contractor, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$ 1,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained, and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Contractor shall purchase an extended period coverage for a minimum of five years after completion of work under this Agreement.

- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3.3 Additional Requirements. A certified endorsement to include contractual liability shall be included in the policy.

4.4 All Policy Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Best's rating of no less than A: VII.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Contractor shall furnish City with complete copies of all policies delivered to Contractor by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Contractor beginning work, it shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 Deductibles and Self-Insured Retentions. Contractor shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

4.4.4 Wasting Policies. No policy required by this Section 4 shall include a "wasting" policy limit (i.e., limit that is eroded by the cost of defense).

4.4.5 Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Contractor agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Contractor, its employees, agents, and subcontractors.

4.4.6 Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

4.5 Remedies. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which

are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement.
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES. To the full extent permitted by law, Contractor shall indemnify, defend and hold harmless City, its governing body, officers, agents, employees from and against any and all liability, loss damage, claims, expenses and costs (including, without limitation, reasonable attorney fees and cost and costs of litigation) (collectively "Liability") of every nature which arises out of, pertains to, or relates to the negligence, recklessness or willful misconduct of Contractor in the performance of this Agreement, except such Liability caused by the active negligence, sole negligence or willful misconduct of City. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents or employees under Worker's Compensation acts, disability benefits acts, or other employee benefit acts. This indemnification obligation is not limited by any limitation on the amount or type of damages available under any applicable insurance coverage and shall survive expiration or early termination of this Agreement. This section is applicable to services provided under this agreement that are design professional services provided by a licensed architect, landscape architect, professional engineer, or professional land surveyor.

With respect to third party claims against the Contractor, the Contractor waives any and all rights of any type of express or implied indemnity against the Indemnitees.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code section 2783, as may be amended from time to time, such duties of Contractor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

Section 6. STATUS OF CONTRACTOR.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System

(PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

- 6.2 **Contractor Not an Agent.** Except as the City may specify in writing, the Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent, or trademark law. Contractor's Failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Contractor.

Contractor may cancel this Agreement upon 60 days written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Contractor delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if City grants such an extension, City shall have no obligation to provide Contractor with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, the City shall have no obligation to reimburse Contractor for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

- 8.4 Assignment and Subcontracting.** City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

- 8.6 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:

- 8.6.1** Immediately terminate the Agreement.

- 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement.
- 8.6.3 Retain a different Contractor to complete the work described in Exhibit A not finished by Contractor; or
- 8.6.4 Charge Contractor the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Contractor agree that, until final approval by City, all data, plans, specifications, reports, and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 **Contractor's Books and Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Monterey or the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Contractor shall prepare and submit all reports, written studies, and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of the City or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Contractor hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Contractor was an employee, agent, appointee, or official of the City in the previous twelve months, Contractor warrants that it did not participate in any manner in the formation of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.8 Solicitation.** Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

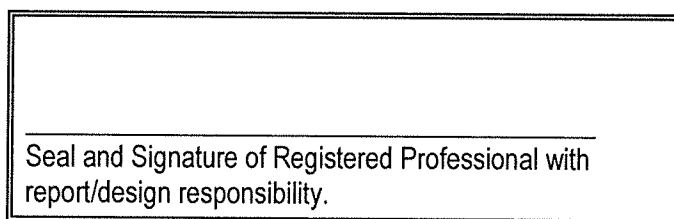
10.9 Contract Administration. This Agreement shall be administered by Beatriz Trujillo, Community and Development Director ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 Notices. Any written notice to the Contractor shall be sent to:

Benitez Security Services, Inc.
RE: Jesus Benitez
220 N Vanderhurst Ave
King City, CA 93930

Any written notice to the City shall be sent to:
Megan Hunter, City Manager
RE: Beatriz Trujillo
City of Soledad
P.O. Box 248
Soledad, CA 93960

10.11 Professional Seal. Where applicable in the determination of the contract administrator, the first page of a technical report, the first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



10.12 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Attachment A, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

Attachment A: Scope of Services

10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

[SIGNATURES ON FOLLOWING PAGE]

The Parties have executed this Agreement as of the Effective Date.

CITY OF SOLEDAD

CONTRACTOR

Megan Hunter

Megan Hunter (Jun 6, 2025 14:22 PDT)

Megan Hunter, City Manager

Date: 06/06/25

Jesus Benitez

Jesus H Benitez, Chief Executive Officer

Date: 05/20/25

Benitez Security Services

Scope of Services

ERF Provisional Encampment Site – 990 Los Coches Rd., Soledad, California

1. Scope of Work

Benitez Security Services, Inc. shall provide unarmed security services at the designated ERF site located in Soledad, California. The services shall be delivered in accordance with the terms and expectations outlined below:

- Position: One (1) Unarmed Security Officer
- Coverage: 24 hours per day, 7 days per week (24/7)
- Duties: Observe and report; enforce client policies as directed; uphold local laws to the best of ability and within the scope of authority; provide a security presence to deter unauthorized access or activity.

Benitez Security Services shall deploy personnel who are fully trained through the company's in-house program and licensed per California State requirements. Officers are expected to maintain a professional demeanor and provide excellent customer service at all times.

2. Staffing and Rates

- Standard Hourly Rate: \$32.00 per hour (Local City Rate)
- Weekly Cost (1 officer): \$5,376.00
- Optional: Two (2) Officers — Weekly Cost: \$10,752.00

3. Holiday Rate

- Holiday Hourly Rate: \$48.00 per hour
- Additional costs for holiday service will be reflected in the weekly/monthly invoices accordingly.

4. Disclaimers

- This scope does not include a formal security plan or analysis. Benitez Security Services has not been contracted to perform a site security assessment.
- All services will be provided based on the information and needs communicated by the client.
- Benitez Security Services will use best efforts and standard industry practices to fulfill duties and uphold client expectations within the law.

5. Contact Information

Jesus H. Benitez, CEO
Benitez Security Services, Inc.
PPO License No. 121519
Phone: (831) 585-2909



PPO 121519

Attachment A

April 15, 2025

To whom it may concern:

My name is Jesus Benitez, and I am the Chief Executive Officer of Benitez Security Services, Inc. The reason I am writing this letter is to provide a quote for Unarmed Security Services for a property located in Soledad, CA

I take pride in offering exemplary safety services, dedicated security officers, and great customer service to current and future clients. Benitez Security Services, Inc. is fully licensed, bonded, and insured in the State of California.

I am providing a rate for Unarmed Security Services as requested. Security officers are licensed and trained using an inhouse training program to meet and exceed client expectations.

Position(s): One (1) Unarmed Security Officer

Times: 24/7

Unarmed Hourly Rate: \$32.00 (Local City Rate)

One (1) Unarmed Security Officer;

Weekly Cost: \$5,376.00 **Monthly Cost - 30 Days:** \$23,040.00

Two (2) Unarmed Security Officers;

Weekly Cost: \$10,752.00 **Monthly Cost - 30 Days:** \$46,080.00

- This quote does not constitute a security plan. Benitez Security Services has not been contracted to perform a security analysis. Benitez Security Services is being contracted to provide the above staffing based on information provided by the above client.
- Benitez Security Services is being contracted to use best efforts and standard business practices to uphold the local laws of the location and to enforce company policy as requested.

Thanks again for your interest in working with Benitez Security Services, Inc. If you have any questions, please contact me at (831) 585-2909.

Best Regards,

Jesus H. Benitez
Chief Executive Officer
Benitez Security Services, Inc.

Benitez Security Services Agreement for ERF

Final Audit Report

2025-06-06

Created:	2025-05-19
By:	Beatriz Trujillo (btrujillo@cityofsoledad.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmI3kAVlrTjAaU7IBdkOf9JZ2olRPOe5S

"Benitez Security Services Agreement for ERF" History

-  Document created by Beatriz Trujillo (btrujillo@cityofsoledad.com)
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Benitez Security Services

Scope of Services

ERF Provisional Encampment Site – 990 Los Coches Rd., Soledad, California

1. Scope of Work

Benitez Security Services, Inc. shall provide unarmed security services at the designated ERF site located in Soledad, California. The services shall be delivered in accordance with the terms and expectations outlined below:

- Position: One (1) Unarmed Security Officer
- Coverage: 24 hours per day, 7 days per week (24/7)
- Duties: Observe and report; enforce client policies as directed; uphold local laws to the best of ability and within the scope of authority; provide a security presence to deter unauthorized access or activity.

Benitez Security Services shall deploy personnel who are fully trained through the company's in-house program and licensed per California State requirements. Officers are expected to maintain a professional demeanor and provide excellent customer service at all times.

2. Staffing and Rates

- Standard Hourly Rate: \$32.00 per hour (Local City Rate)

- Weekly Cost (1 officer): \$5,376.00

- Optional: Two (2) Officers — Weekly Cost: \$10,752.00

3. Holiday Rate

- Holiday Hourly Rate: \$48.00 per hour

- Additional costs for holiday service will be reflected in the weekly/monthly invoices accordingly.

4. Disclaimers

- This scope does not include a formal security plan or analysis. Benitez Security Services has not been contracted to perform a site security assessment.

- All services will be provided based on the information and needs communicated by the client.

- Benitez Security Services will use best efforts and standard industry practices to fulfill duties and uphold client expectations within the law.

5. Contact Information

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